AMENDED AND RESTATED DECLARATION FOR GARDEN OF THE GODS CLUB

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AMENDED AND RESTATED DECLARATION FOR GARDEN OF THE GODS CLUB

This Amended and Restated Declaration for Garden of the Gods Club (this “Restatement”) made this 1st day of December, 2011, terminates and revokes in its entirety the Amended and Restated Declaration for Cathedral Ridge recorded in the real property records of El Paso County, Colorado, on July 10, 2007, as Reception No. 207091540 (the “Revoked Declaration”). The Revoked Declaration is hereby terminated and replaced by this Restatement and is released of record and of no further force and effect.

WITNESSETH:

I. Hill Development Corporation, a Delaware corporation (“HDC”), as declarant, previously recorded that certain Declaration for Gateway Vista in the real property records of El Paso County, Colorado on May 17, 2004, as Reception No. 204080336. HDC subsequently conveyed all of HDC’s interest as declarant under the Original Declaration to Garden of the Gods Club LLC, a Colorado limited liability company (“Declarant”). The Original Declaration was subsequently revoked and replaced by that certain Amended and Restated Declaration for Cathedral Ridge, which was executed by Declarant and, as evidenced by the Certificate of the President of the Association attached hereto, the Declarant, the Executive Board, and Owners representing the requisite number of votes in the Association, voted for and consented to revoke and terminate the Original Declaration, and replaced it with the Amended and Restated Declaration for Cathedral Ridge, do hereby revoke and terminate the Revoked Declaration and to substitute therefor, in all respects, the terms, conditions, covenants and provisions of this Restatement.

II. Pursuant to this Amended and Restated Declaration, and as evidenced by the Certificate of the President of the Association attached hereto, the Declarant, the Executive Board, and Owners representing the requisite number of votes in the Association, have voted and consented to revoke and terminate the Revoked Declaration, and do hereby revoke and terminate the Revoked Declaration and to substitute therefor, in all respects, the terms, conditions, covenants and provisions of this Amended and Restated Declaration for Garden of the Gods Club.

II. Declarant, the Executive Board and the Owners desire to create a Planned Community pursuant to the Colorado Common Interest Ownership Act on the Real Estate, the name of which is “Garden of the Gods Club.”

NOW, THEREFORE, Declarant, the Executive Board and the Owners hereby make this AMENDED AND RESTATED DECLARATION FOR GARDEN OF THE GODS CLUB (the “Declaration”) as of the date of recording in the real estate records of the Clerk and Recorder of El Paso County, Colorado:

ARTICLE 1
SUBMISSION OF REAL ESTATE; DEFINED TERMS
Section 1.1 Submission of Real Estate. The Declarant and the Owners, owners in fee simple of the real estate described on Exhibit A, hereby submit this initial real estate, together with all easements, rights, and appurtenances thereto and the Improvements (as defined below) to be made thereto (collectively, the "Real Estate"), to the provisions of the Colorado Common Interest Ownership Act, C.R.S. §§ 38-33.3-101 et seq., as it may be amended from time to time (the "Act"). All of the Real Estate, as the same may be expanded, shall be held or sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. Additional real property may be added pursuant to this Declaration including, without limitation, the Expansion Property as defined below, and the Annexable Property as defined below, and upon any such addition, the added property shall be subject to this Declaration and the Act and the term “Real Estate” shall include the expansion areas. This Declaration is made for the purpose of protecting the value and desirability of the Real Estate, that this Declaration shall run with the Real Estate and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of the Association and each unit owner. For purposes of the Act, the Common Interest Community shall be a Planned Community.

Section 1.2 Defined Terms. Each capitalized term not otherwise defined in this Declaration or in recorded plats for this Planned Community shall have the meaning specified or used in the Act.

1.2.1 Allocated Interests. The Common Expense Liability in the Association allocated to each Unit pursuant to the terms of this Declaration.

1.2.2 Annexable Property. Collective reference to all or any portion of the real property described in Exhibit D attached hereto, which real property may be added to the Community pursuant to Section 16.1 and upon which may be developed additional Units, whether single-family, duplex, townhome or condominium.

1.2.3 Articles of Incorporation. The Amended and Restated Articles of Incorporation for Gateway Vista Property Owners Association, a Colorado nonprofit corporation, wherein the name of the Association is amended to be Garden of the Gods Club Property Owners Association, a Colorado nonprofit corporation, as the same may be further amended from time to time.

1.2.4 Association. The unit owners association was originally formed under the name of Gateway Vista Property Owners Association, and was amended under the Articles of Incorporation to now be known as the Garden of the Gods Club Property Owners Association, a Colorado non-profit corporation, together with its successors and assigns.

1.2.5 Building. One of the structures located within the Real Estate containing Units and Limited Common Elements appurtenant to those Units. "Buildings" means several or all of such structures as the context requires.

1.2.6 Bylaws. The Bylaws of the Association as the same may be amended from time to time.
1.2.7 **Common Elements.** All real and personal property which the Association owns, leases or otherwise holds possessory or use rights, or easements over across and upon as provided in this Declaration or the Plat, in and for the common use and enjoyment of the Owners. “Common Elements” include certain easement areas, gated entry, and all streets, sidewalks and walkways within the Real Estate including landscaped areas therein, and all sidewalks and other property located between the Real Estate and the curb and gutter portion of Mesa Road facing along it. The initial Common Elements are described on Exhibit B attached hereto and incorporated herein. The term “Common Elements” also includes “Limited Common Elements” (as defined below) unless otherwise specifically provided in this Declaration or unless the context requires otherwise.

1.2.8 **Common Expense Assessment(s); Assessment(s).** In addition to the definition included in the Act, these terms shall include the following items levied against a particular Owner or Unit: (a) the Owner’s Allocated Interest in the Common Expenses pursuant to Article 17, subject to reapportionment pursuant to Section 7.3 and further subject to the provisions of Subsections 7.3.1, 7.3.2 and 7.3.3 for payment of the Owner’s share of expenses associated with certain Limited Common Elements (collectively, “Common Expense Liability”); (b) late charges, attorneys’ fees, fines, and interest charged by the Association at the rate as determined by the Executive Board; (c) charges against a particular Owner and the Unit for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in any violation of the Governing Documents by the Owner or Related Users; (d) charges levied against an Owner pursuant to Section 7.4 due to Owner’s negligence or misconduct (“Default Assessment”); and (e) any sums permitted by the Governing Documents or the Act to be assessed against a particular Owner or Unit.

1.2.9 **Common Expenses.** All costs, charges and expenses incurred by and for the benefit of the Association pursuant to the Governing Documents, including, but not limited to: (a) annual costs and expenses of the Association resulting from owning, leasing, using, maintaining, or otherwise controlling any real or personal property and the Common Elements; (b) expenses incurred by the Association pursuant to Section 7.2; (c) large, single item expenditures of the Association (including but not limited to, capital expenditures and “Special Assessments,” as defined in Section 7.7; and (d) amounts necessary to fund reserves pursuant to Section 7.9 below.

1.2.10 **Community; Common Interest Community; Planned Community.** The planned community with the name of “Garden of the Gods Club”, including all real and personal property therein, created by this Declaration.

1.2.11 **Covenants.** Collective term for all promises, restrictions, reservations, conditions, terms, easements, and rights-of-way specifically set forth in this Declaration, or referenced in this Declaration and set forth in the other Governing Documents, as the same may be adopted and amended from time to time.

1.2.12 **Declarant.** Garden of the Gods Club LLC, a Colorado limited liability company, and its affiliates, successors and assigns. No party other than Garden of the Gods Club LLC, a Colorado limited liability company, shall exercise the rights and privileges reserved herein to Declarant unless such party shall receive and record in the real property records of El
Paso County, Colorado a written assignment from Garden of the Gods Club LLC, a Colorado limited liability company (or any Successor Declarant) of all or a portion of such rights and privileges.

1.2.13 Declaration. This Declaration, and any and all duly executed amendments, supplements, or additions to this Declaration recorded in the office of the Clerk and Recorder for El Paso County, Colorado, and including the Plat.

1.2.14 Design Guidelines. Collective reference to all written design and development guidelines, policies and procedures, application and review procedures and fee schedules, and all architectural controls which shall apply to the placement, installation, erection and construction of all Improvements made within the Real Estate, and which are enacted, modified, supplemented and/or amended from time to time by the Design Review Committee pursuant to its rule-making authority.

1.2.15 Design Review Committee. The committee created by the Declarant for the purpose of establishing architectural control over the Community to insure the proper and appropriate and harmonious development and enhancement of the Community, including enforcing Design Guidelines, Owners’ maintenance responsibilities and other provisions of the Governing Documents.

1.2.16 "Development Parcel" means any portion of the Annexable Property and/or the Expansion Property, upon being subjected to this Declaration by a Supplemental Declaration, which is designated for development and further subdivision into residential Lots, Units and/or Common Area, and shall include any portion of a Development Parcel that is capable of further subdivision into residential Lots, Units and/or Common Area after such Development Parcel has been initially subdivided. If more than one, the Development Parcels may be collectively referred to as the "Development Parcels." At such time as any Development Parcel is subjected to the Declaration, the Supplemental Declaration so annexing the Development Parcel property shall state the number of additional Units into which the Development Parcel may be subdivided, not to exceed the maximum density permitted under entitlement approvals.

1.2.17 Expansion Property. Collective reference to all or any portion of the real property described in Exhibit C attached hereto, which real property may be added to the Community pursuant to the rights reserved herein or in the Act and upon which may be developed additional Units, whether single-family, duplex, townhome or condominium.

1.2.18 Executive Board. The executive board of the Association as provided in the Articles of Incorporation and Bylaws.

1.2.19 Fractional Ownership Interest. An undivided interest in a present estate in fee simple in a Unit, including time share, interval ownership, vacation club or similar estate or interest in a Unit, together with an exclusive right of possession and occupancy of the Unit, including as Declarant may elect to establish by a Project Declaration submitting all or any portion of a Development Parcel to condominiums or planned community ownership and as contemplated by C.R.S. §38-33-110. Declarant, and any Successor Declarant to whom this right is specifically assigned, shall have the sole and exclusive right to create such Fractional...
Ownership Interests in any Units within the Real Estate (including any Expansion Property annexed by Supplemental Declaration and any Annexable Property annexed by the Association pursuant to Section 16.1).

1.2.20 **Governing Documents.** Collective reference to those documents which govern the operation of the Association and the Community, including: (a) the Articles of Incorporation; (b) the Bylaws; (c) the Rules (including the Design Guidelines) and all policies and procedures adopted by the Executive Board; (d) all recorded Plats affecting the Community; and (e) this Declaration, as one or more of the same may be amended from time to time. Each and every provision of the Governing Documents shall be given the force and effect as if set forth in this Declaration.

1.2.21 **Improvement.** All buildings, structures, outbuildings (including storage sheds), painting or other finish materials on any visible structure, additions and/or expansions, garages, carports, driveways, swimming pools, stairs, walkways, patios/decks and patio/deck covers, awnings, hot tubs, jacuzzis and/or saunas, exterior light fixtures, poles, mailboxes, basketball backboards and hoops, whether fixed or movable, play yards (including swings sets and jungle gyms), exterior tanks, satellite dishes, solar collectors, fences (including dog runs), screening walls, retaining walls, sprinkler systems, foundations, ponds, hedges, windbreaks, gardens, trees, shrubs, flowers, vegetables, sod, and other plantings, rock, gravel, bark, mulch and any other landscaping components, signs, and exterior decorations. "Improvement" shall also be deemed to include any excavation or fill, the volume of which exceeds two cubic yards, and any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

1.2.22 **Limited Common Elements.** Those portions of the Common Elements that are limited to and reserved for the use in connection with one or more, but fewer than all, of the Units. Without limiting the foregoing, Limited Common Elements may include: (a) any shutters, awnings, window boxes, doorsteps or stoops designed to serve a single Unit located within a Building with other Units, (b) Common Elements that are exclusively or predominantly accessible to or designed to serve two or more Units (i.e. Building exteriors, courtyards and other landscaped areas, driveways and sidewalks); and (c) certain portions of Units designated to be owned or maintained by the Association.

1.2.23 **Lot.** A legally platted, subdivided and described parcel of the Real Estate, which may contain one or more Units (for example, a single Lot may be platted for several individual condominium Units).

1.2.24 **Owner.** Any record owner, including Declarant (and including a contract seller, but excluding a contract purchaser), whether a natural person or persons, or an entity, of a fee simple title interest in and to any Unit (including any Fractional Ownership Interest, if and when created), and including ownership in any Development Parcel, excluding, however, any record owner with an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest in the Unit or Fractional Ownership Interest or Development Parcel pursuant to foreclosure or any proceedings in lieu of foreclosure).
1.2.25 **Plat.** Individual or collective reference to that certain Plat for Gateway Vista Filing No. 10, recorded on February 27, 2002 at Reception No. 202032594, County of El Paso, State of Colorado and any amendments or replats or supplements thereof, and any plats of additional parcels of real property which are hereafter included in the Real Estate pursuant to the rights reserved in this Declaration. A Plat may be a condominium map, townhome plat or duplex plat that creates or defines Units within the Real Estate. The "Notes" on the various sheets comprising the Plat are hereby incorporated herein by this reference and shall be fully enforceable as though set forth herein.

1.2.26 "**Project**" or "**Projects**" means one or more buildings, together with the real property on which such building(s) are located, on any portion of the Real Estate which is submitted to a condominium, planned community or other common interest community by a Project Declaration and the associated Plat.

1.2.27 "**Project Association**" or "**Project Associations**" means the association(s), if any, formed for the purpose of representing Owners within a particular Project.

1.2.28 "**Project Declaration**" or "**Project Declarations**" means each recorded declaration creating a Project within the Real Estate.

1.2.29 **Related User.** Any person who: (a) resides with an Owner within the Unit; (b) is a guest or invitee of an Owner; (c) is an occupant or tenant of a Unit; and (d) any family member, guest, invitee or cohabitant of the foregoing.

1.2.30 **Residential Dwelling.** Those Improvements constructed within a platted Lot which are designed as housing for one family unit. The term “Residential Dwelling” includes all product types, i.e. attached and detached housing and housing products with shared landscaping or other Improvements, and include single-family residences, duplexes, townhomes and condominiums.

1.2.31 **Rules.** Collective term for all rules, regulations, policies, procedures and guidelines of the Association, in general, and the Design Guidelines, specifically, as the same may be adopted and amended from time to time by the Executive Board or the Design Review Committee pursuant to the Act, this Declaration and the Bylaws.

1.2.32 **Service Area.** A group of Units (whether or not contiguous) that share certain designated Limited Common Elements and/or receive special benefits or services from the Association that it does not provide to all Units within the Community and that have been designated as a Service Area pursuant to this Declaration or a Supplemental Declaration.

1.2.33 **Service Area Assessment.** The assessment against Units within a Service Area provided for in Section 7.6 below.

1.2.34 **Service Area Expenses.** All costs, charges and expenses that the Association incurs or expects to incur in connection with the ownership, maintenance and operation of Limited Common Elements within a particular Service Area, or in providing benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area. Service Area
Expenses may include an administrative charge reasonably determined by the Executive Board, provided that any such administrative charge is applied uniformly among all Service Areas receiving the same service.

1.2.35 **Successor Declarant.** Any party or entity to whom Declarant specifically assigns any or all of its rights, obligations, or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded in the Office of the Clerk and Recorder of El Paso County, Colorado, designating such party as a Successor Declarant. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

1.2.36 "**Supplemental Declaration**" means an instrument which subjects any Expansion Property to this Declaration or subjects any other real property to this Declaration or withdraws any real property subject to this Declaration, as more fully provided in Article 15 below, and Section 16.1 below, as may be applicable.

1.2.37 "**Supplemental Plat**" means a subdivision plat of any Development Parcel or which may depict Expansion Property or other real property that is being made subject to this Declaration through a Supplemental Declaration, as more fully provided in Article 15 below, and Section 16.1 below, as may be applicable.

1.2.38 "**Unit**" A portion of the Real Estate designated for separate ownership (excluding in all events any Fractional Ownership Interest), together with any Improvements thereon, as described by reference to a Plat, and each Development Parcel.

**ARTICLE 2**

**GENERAL STATEMENT OF COVENANTS**

Section 2.1 **Covenants Bind the Real Estate.** The Real Estate shall be held, sold, and conveyed subject to the Covenants for the purpose of protecting the value and desirability of the Real Estate and any other purposes incidental thereto, and all Covenants shall continue to run with the Real Estate and shall be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof and the Association.

Section 2.2 **Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Elements, subject to the following:

2.2.1 The Governing Documents and any other applicable Covenants;

2.2.2 Any restrictions or limitations contained in any deed conveying Common Elements to the Association;

2.2.3 The right of the Association to exercise all powers and duties pursuant to Article 5 below, other applicable provisions of the Governing Documents, and the Act;

2.2.4 The right of the Executive Board to adopt and amend, from time to time, Rules concerning all or any portion of the Real Estate and any Improvement located thereon, as the Association may determine is necessary or prudent;
2.2.5 The right of the Association to enter into and execute contracts with any party for the purpose of providing management, maintenance or other materials and services to the Association and/or the Owners consistent with the purposes of the Association, this Declaration and the Act;

2.2.6 The right of the Association to grant permits, licenses and easements over, across, under and through the Common Elements for utilities, roads, and other purposes deemed appropriate by the Executive Board;

2.2.7 The right of the Association to dedicate or transfer all or any part of the Common Elements, including but not limited, to exercise the rights reserved in Section 10.8 below;

2.2.8 The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth below; and

2.2.9 The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements.

Section 2.3 Delegation of Use. Any Owner may delegate his right of enjoyment of the Common Elements to Related Users. An Owner who does not reside at his Unit but permits occupancy of the Unit by a Related User pursuant to a lease in form permitted by this Declaration shall be deemed to have delegated his rights to use the Common Elements to such Related User.

ARTICLE 3
UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Number of Units. The number of Units initially included in the Community is twelve (12). The Declarant reserves the right to create and add, including by further subdivision of the Development Parcels, at any time and from time to time pursuant to the Act and this Declaration, up to a maximum of six hundred sixty-five (665) Units (the “Maximum Units”). Declarant shall not be obligated to expand the Community beyond the number of Units initially submitted to this Declaration.

Section 3.2 Identification of Units/Unit Descriptions. Every contract for sale, deed, lease, or security interest with another legal instrument shall legally describe a Unit by its identifying Lot or other unit number as shown on a Plat and as more particularly provided in the Declaration.

Section 3.3 Common Elements. The initial Common Elements are described on Exhibit B. There are no Limited Common Elements in the Community at this time. However, the Declarant may create Limited Common Elements in accordance with the rights reserved in this Declaration. Such Limited Common Elements shall be specifically described in a Plat, in amendments to this Declaration adding any portion of the Expansion Property, or both. Limited Common Elements, if any, in any Annexable Property shall be specifically described in a Plat, in amendments to this Declaration adding any portion of the Annexable Property, or both.
Section 3.4 Open Space Common Element. Tract D, Gateway Vista Filing No. 10, according to the plat thereof recorded on February 27, 2002, at Reception No. 202032594, County of El Paso, State of Colorado, will remain open space and will not be improved, without the approval of the Owners of Lots 6, 8 and 9, Gateway Vista Filing No. 10. Such restriction is for the express benefit of such Owners and may be waived, amended or terminated only with the consent of such Owners (and the consent of the Association, other Owners, and/or mortgagees is not required for any such waiver, amendment or termination).

Section 3.5 Service Areas

3.5.1.1 Units may also be part of one or more Service Areas in which the Units within such Service Area share the use of designated Limited Common Elements within such Service Area or receive special benefits or services from the Association that it does not provide to all Units within the Community. A Unit may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives or the Limited Common Elements it shares the right to use. A Service Area may be comprised of Units of more than one type and may include Units that are not contiguous.

3.5.1.2 The Declarant may initially designate Service Areas (by name or other identifying designation) and assign Units to a particular Service Area in a Supplemental Declaration. For a period of twenty (20) years from the date of the recording of this Declaration in the office of the Clerk and Recorder of El Paso County, Colorado, the Declarant may unilaterally expand, decrease or otherwise change Service Area boundaries and may create new Service Areas in which the Units within such Service Area share the use of designated Limited Common Elements or receive special benefits or services from the Association that it does not provide to all Units within the Community. In order to evidence any such expansion, decrease or other change, the Declarant shall cause a Supplemental Declaration to be recorded that sets forth such expansion, decrease or other change. In addition, the Executive Board may, by resolution or Supplemental Declaration: (i) designate additional Service Areas and assign Units to them upon petition of Owners of at least 67 percent of the Units that would be included within the proposed Service Area; and (ii) expand Service Area boundaries upon petition of Owners of at least 67 percent of the Units within the affected Service Area and Owners of at least 67 percent of the Units that would be added to the Service Area; and (iii) decrease or otherwise change (but not expand) Service Area boundaries upon petition of Owners of at least 67 percent of the Units within the affected Service Area.

3.5.1.3 Owners of Units within each Service Area may be permitted or required by the Association to elect a “Service Area Committee” in accordance with the Bylaws to represent and act on behalf of Owners with respect to the services and benefits that the Association provides to the Service Area. References to Service Areas in the Governing Documents shall also refer to such Service Area Committees, if appropriate from the context.

ARTICLE 4
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 4.1 Membership and Voting. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and ownership of a Unit shall be the sole qualification for such membership. Where
more than one person holds an interest in any Unit, all such persons shall be members, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. One vote in the affairs of the Association and the Community is allocated to each Unit, except that any Development Parcel shall be allocated a number of votes equal to the maximum number of Units that may be created by further subdivision of the Development Parcel, as identified in the Supplemental Declaration pursuant to which the Development Parcel is annexed into the Association. In no event shall the vote of a single Unit be split in any manner, and all votes shall be cast in accordance with the Bylaws.

Section 4.2 Rights Subject to Governing Documents. Membership and voting rights are subject to the Governing Documents.

Section 4.3 Declarant Control. The Declarant shall have the powers reserved in Section 305(5) of the Act to appoint and remove officers and members of the Executive Board during the period of time described below ("Period of Declarant Control").

Section 4.4 Turnover Date. The Period of Declarant Control terminates no later than the earlier of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Maximum Units in the ordinary course of business to Owners who are not the Declarant; or (ii) two (2) years after the right to add new Units was last exercised; or (iii) two (2) years after the last conveyance of a Unit in the ordinary course of business to Owners who are not the Declarant ("Turnover Date").

4.4.1 Executive Board Election. Until the Turnover Date:

4.4.1.1 Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Maximum Units to Owners other than the Declarant, at least one member and not less than twenty-five percent of the members of the Executive Board must be elected by Owners other than the Declarant.

4.4.1.2 Not later than sixty (60) days after conveyance of fifty percent (50%) of the Maximum Units to Owners other than the Declarant, not less than thirty-three and one-third percent of the members of the Executive Board must be elected by Owners other than the Declarant.

4.4.1.3 Declarant May Relinquish Rights. At any time prior to the Turnover Date, the Declarant in its sole discretion may, by recording in the real estate records of the Clerk and Recorder of El Paso County, Colorado an instrument describing such relinquishment, relinquish the right to appoint and remove Executive Board members but may require certain specific actions of the Executive Board to be approved by the Declarant. Such relinquishment may be on a temporary basis, after which Declarant may resume exercising the right to appoint and remove Executive Board members.

ARTICLE 5
THE ASSOCIATION

Section 5.1 General Purposes and Powers. The Association, acting in all instances through its Executive Board unless otherwise required by the Act or this Declaration, shall
perform such functions and manage and operate the Community and the Real Estate as provided in this Declaration so as to further the interests of the Owners. The Association shall have all power necessary or desirable to effectuate such purposes and shall act pursuant to the Governing Documents. All Owners shall be deemed to have assented to, ratified and approved such designation of rights, duties, and authority.

Section 5.2 Powers: Duties. The Association, acting in all instances by and through the Executive Board unless specifically reserved to its members, shall have the following specific powers and duties:

5.2.1 The Association shall have all of the powers, authority and duties permitted pursuant to the Act and the Colorado Revised Nonprofit Corporation Act, C.R.S. 7-121-101 et seq.

5.2.2 The Association shall have all of the powers, authority and duties necessary and proper to manage the business affairs of the Community.

5.2.3 The Association shall have all of the powers, authority and duties necessary and proper to own, operate, manage, lease, encumber, maintain, repair, reconstruct, replace, improve, and otherwise deal with the Common Elements, including the right to acquire additional Common Elements and to make Improvements thereon. The Association shall have the power to provide services to the Owners of Units within a Service Area, including, without limitation, the construction, care, operation, management, maintenance, repair and replacement of Common Elements which such Owners are entitled to use. Any service or services to the Owners of Units within a Service Area may require payment to the Association by such Owners of the reasonably estimated costs and expenses of the Association of providing such services, including a fair share of the overhead expenses of the Association.

5.2.4 The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours to the extent deemed necessary for the maintenance, repair or replacement of any Common Elements, or at any time and by force, if necessary, to prevent damage to any real or personal property within the Community.

5.2.5 The Association may undertake any activity, function or service for the benefit or to further the interests of the Owners.

5.2.6 The Association shall have the absolute right to engage a community association manager as more particularly provided in the Bylaws.

5.2.7 The Association shall have the right to assign its future income, including its rights to receive Common Expense Assessments.

5.2.8 The Association shall have complete authority and control to issue and amend restrictions on use and occupancy of the Units in addition to those contained in this Declaration.

5.2.9 Subject to the Declarant's rights set forth below, the Association shall establish, amend, modify, supplement, and enforce Design Guidelines and other Rules as it
deems necessary to ensure the proper use, development, enhancement, repair, maintenance and replacement of real and personal property within the Community, and, subject to the provisions of Article 8 below, to appoint persons to serve on the Design Review Committee.

Section 5.3 Enforcement. The Association shall have the power to enforce provisions in its Governing Documents and shall take such action as the Executive Board deems desirable to cause such compliance by each Owner and each Related User, by any of the following means:

5.3.1 By entry upon any Unit after notice and an opportunity to be heard (unless a bona fide emergency exists), without liability to the Owner thereof, for the purpose of enforcement or causing compliance, including by curing any violation;

5.3.2 By commencing and maintaining actions and suits: (i) to recover damages; or (ii) to restrain and enjoin any violation or threatened violation of, or compel compliance with, provisions of the Governing Documents by mandatory injunction or otherwise;

5.3.3 Suspending any person’s right to use the Common Elements and all facilities contained therein; provided however, nothing herein shall authorize the Executive Board to limit ingress to or egress from a Unit;

5.3.4 Suspending (or authorize suspension of) all of such Owner’s rights and privileges as a member of the Garden of the Gods Club and/or to any other recreational club or facility as to which Declarant or the Association has obtained use privileges for Members of the Association;

5.3.5 By suspension of the voting rights of an Owner for up to thirty (30) days following any violation, or so long as the violation continues, whichever is longer;

5.3.6 By levying and collecting, after notice and an opportunity to be heard, fines against any Owner for violation by such Owner or a Related User, as a Common Expense Assessment to be secured by a continuing lien, from the date it is levied, and by foreclosure of such lien.

Section 5.4 Association Agreements. Any agreement for professional management of the Community or any contract providing for services of the Declarant may not exceed one (1) year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee or a penalty upon thirty (30) days written notice. The Association shall not be bound either directly or indirectly to a contract or lease (including management contracts) entered into during the Period of Declarant Control unless the Association is provided with a right of termination of any such contract or lease without cause, which is exercisable without penalty at any time after the Turnover Date upon not more than thirty (30) days notice to the other party thereto.

Section 5.5 Cooperation with Other Associations: Agreement with Garden of the Gods Club. The Association may contract or cooperate with other property owner’s associations or entities, including, without limitation, Kissing Camels Property Owners Association, as convenient or necessary to provide services and privileges and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or
such other organizations, for the benefit of Owners and Related Users. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense. In addition, in order to provide recreational opportunities for Owners, the Association may contract with the Garden of the Gods Club and/or other recreational clubs to arrange membership in the club for all Owners; provided that no Owner is obligated to be a member of the Garden of the Gods Club and/or any other club for which membership is arranged by the Association. Any such agreement must provide for termination by either party without cause and without payment of a termination fee or a penalty upon thirty (30) days written notice and must be for a term not greater than one (1) year. For purposes of assuring the availability of such recreational opportunities, the Association may agree with the Garden of the Gods Club and/or any other recreational club to pay membership dues, at the social level or any other level, which membership dues may be calculated based on the number of Units in the Garden of the Gods Club planned community. The amounts paid by the Association for such purpose shall be a Common Expense. At the date of recording of this Declaration, the Association has contracted with the Garden of the Gods Club to arrange membership in the club, at the social level, for all Owners, and the Association pays membership dues for all Owners, at the social level. The Association does not pay for any owner services such as food and beverage, lodging, recreation or other service charges incurred by Owners at the Garden of the Gods Club. An Owner that is a member of the Garden of the Gods Club and/or other recreational clubs by virtue of an agreement entered into by the Association and such club shall observe and perform all obligations of a member of such club set forth in the rules, regulations and bylaws of such club and shall, at the request of such club, execute and deliver a membership agreement in the form then typically used by such club and shall thereafter perform and observe the obligations of the member set forth in such membership agreement. By accepting a deed to a Unit, the Owner thereof acknowledges that Declarant and the Association have disclosed to such Owner that, at the present time, the Garden of the Gods Club charges a transfer fee ($3,750 at the date of recording of this Declaration) for transfers of memberships between selling and purchasing Owners. Such transfer fee is not imposed by or collected by the Association and is not created by this Declaration. An Owner that elects not to be a member of the Garden of the Gods Club is not obligated to pay the transfer fee imposed by the Garden of the Gods Club but shall have no membership right in the Garden of the Gods Club to transfer to future purchasers.

Section 5.6 Indemnification. To the full extent permitted by law, each officer, committee member and member of the Executive Board of the Association shall be and is hereby indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, committee member, or member of the Executive Board of the Association, or any settlements thereof, whether or not they are an officer, committee member, or member of the Executive Board of the Association at the time such expenses are incurred; except in such cases wherein such officer or Executive Board member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association.

Section 5.7 Governmental Interests. Declarant hereby reserves the right to designate portions of the Real Estate for fire, police, water, drainage, utility facilities, parks, and other
public facilities, as provided below. These sites may include Common Elements, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site if so directed by Declarant. The sites may include other property not owned by the Declarant, provided the owner consents thereto.

Section 5.8 Disclaimer Regarding Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Real Estate designed to make the Real Estate safer than it otherwise might be. The Association, the Declarant, any Successor Declarant, or any representative or agent of the foregoing, shall in no way be considered insurers or guarantors of security within the Community, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that providing gated entries constitutes any form of security, and no representation or warranty is made that any fire protection system, burglar alarm system, remote surveillance system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform all Related Users of the terms of this Section 5.8 and that such Related User and anyone within the Real Estate assumes all risks for loss, damage and injury to persons and to property resulting from acts or failure to act of third parties.

Section 5.9 Owner's Negligence. In the event that the need for maintenance, repair or replacement of all or any portion of the Common Elements is due to the grossly negligent, reckless or willful act or omission of an Owner, any member of an Owner's family, or an Owner's Related User then the expenses incurred by the Association for such maintenance, repair or replacement shall be a personal obligation of such Owner. To the extent that the area in need of maintenance, repair or replacement is due to the negligent act or omission of an Owner, any member of an Owner's family, or an Owner's Related User, then such Owner shall be liable to the Association for the amount of any applicable insurance deductible(s) and for any amounts in excess of insurance proceeds; provided, however, if such area is not covered by insurance the expenses incurred by the Association for such maintenance, repair or replacement shall be a personal obligation of such Owner. If the Owner fails to repay any applicable expenses incurred by the Association within seven (7) days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner under the provisions of this Section, and such expenses shall automatically become a Default Assessment determined and levied against such Owner's Unit, or all Units within such Project, enforceable by the Association in accordance with Article 7 below.

SECTION 5.10 SOILS DISCLOSURE. EACH OWNER AGREES TO ENGAGE THE SERVICES OF A REGISTERED PROFESSIONAL ENGINEER TO PERFORM ALL SOILS AND DESIRED GEOLOGICAL ANALYSIS WITH RESPECT TO THE OWNER'S UNIT, WHO IS FAMILIAR WITH ALL HAZARDS THAT MAY BE IDENTIFIED THROUGH SUCH ANALYSIS, AND WHO HAS EXPERTISE IN GEOLOGIC HAZARD MITIGATION. EACH OWNER ACKNOWLEDGES THAT DECLARANT HAS MADE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF SOILS ON THE REAL ESTATE OR THE SUITABILITY OF THE REAL ESTATE FOR CONSTRUCTION OF A RESIDENCE
OR ANY OTHER USE, AND EACH OWNER SHALL ACCEPT THE OWNER’S UNIT “AS IS.” EACH OWNER REPRESENTS TO DECLARANT THAT SUCH OWNER WILL MAKE SUCH INSPECTIONS AND CONDUCT SUCH TESTS OF THE SOILS ON THE UNIT AS DEEMED NECESSARY OR APPROPRIATE TO DETERMINE THE SUITABILITY OF THE UNIT FOR OWNER’S INTENDED USE. EACH OWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY DECLARANT AGAINST AND HOLD DECLARANT HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, COSTS, EXPENSES, LIABILITIES AND JUDGMENTS (INCLUDING REASONABLE ATTORNEYS’ FEES) RESULTING FROM OR ARISING OUT OF SUCH OWNER’S CONSTRUCTION ACTIVITIES ON THE UNIT, INCLUDING AS MAY RESULT FROM ANY DEFICIENCIES OR OTHER MATTERS RELATING TO SOILS.

SECTION 5.11 DRAINAGE. EACH OWNER Assumes ALL RESPONSIBILITY FOR DRAINAGE ON THE OWNER’S UNIT. EACH OWNER SHALL PROVIDE ALL ON-SITE DRAINAGE FACILITIES NECESSARY OR ADVISABLE FOR THE UNIT AND SHALL COMPLY WITH ALL GOVERNING LAWS AND REQUIREMENTS REGARDING SAME. EACH OWNER ACKNOWLEDGES THAT DECLARANT HAS MADE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING DRAINAGE OR GROUNDWATER CONDITIONS AFFECTING THE UNIT OR THE REAL ESTATE. EACH OWNER SHALL SATISFY ITSELF, PRIOR TO TAKING TITLE TO A UNIT, THAT DRAINAGE CONDITIONS ON, IN, OVER, UNDER, ACROSS AND AROUND THE UNIT ARE ACCEPTABLE. NO OWNER SHALL MODIFY ANY EXISTING DRAINAGE PATTERN ON THE OWNER’S UNIT WITHOUT THE PRIOR APPROVAL OF THE DESIGN REVIEW COMMITTEE AND, IF REQUIRED BY LAW, THE PRIOR APPROVAL OF THE CITY OF COLORADO SPRINGS.

Section 5.12 Submission to KCPOA. Declarant hereby reserves the right to subject all of the Real Estate to the provisions of that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations for Kissing Camels recorded in the real property records of El Paso County, Colorado on February 26, 2004 with Reception No. 204032677 as amended from time to time (the “KC Declaration”), and all Owners, by virtue of their ownership of a Unit, hereby consent to the annexation of their Unit into the KC Declaration and to membership in the Kissing Camels Property Owners Association as a result of such annexation. No further written documentation of such consent shall be necessary, but each Owner hereby appoints Declarant as such Owner’s agent and attorney-in-fact for purposes of executing, delivering and recording any writings deemed by Declarant to be necessary or desirable in connection with such annexation.

Section 5.13 Taxes. The Association shall pay all ad valorem real estate taxes, special improvement and other assessments (ordinary and extraordinary), ad valorem personal property taxes and all other taxes, duties, charges, fees and payments required to be made to any governmental or public authority which shall be imposed, assessed or levied upon, or arise in connection with any Common Elements or Association activities.

Section 5.14 Records. The Association, directly or through its managing agent(s), as the case may be, shall keep detailed, accurate records of the receipts and expenditures affecting
the Common Elements and shall keep financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-316(8) of the Act concerning statements of unpaid Assessments. All financial and other records shall be made available for examination by any Owner or such Owner’s authorized agents during normal business hours and under other reasonable circumstances. The Association shall make available for inspection by Owners, upon request, during normal business hours and under other reasonable circumstances current copies of the Governing Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

Section 5.15 No Timeshare. No Unit may be used for the creation, by any means, of any Fractional Ownership Interest in any Unit, whether on an equity or non-equity basis, no matter how described or classified, by which a purchaser, investor, owner, tenant, member or licensee obtains the right to exclusive use of the Unit for a period of time and subject to availability, reservation procedures, or rights of others within such program to use the Unit. As used in the preceding sentence, a “vacation club” is defined as any arrangement, formal or informal, under which persons or entities share the right to use the Unit if (a) such arrangement is adopted, imposed, marketed, sold, or managed by a party other than those persons or entities who share the right to use the Unit, or (b) such Unit is marketed for use pursuant to or subject to such arrangement. Without limiting the foregoing, no Unit may be owned by more than four co-Owners, and without limiting such four-co-Owner limit, no co-Owner of a Unit may own less than a twenty-five percent (25%) interest in such Unit. The provisions of this section shall specifically not be applicable to any Fractional Ownership Interest created by the Declarant or any Successor Declarant who is specifically assigned the right to create Fractional Ownership Interests. Each Owner acknowledges that the Community may contain Fractional Ownership Interests or Projects containing Fractional Ownership Interests so long as created by Declarant or a Successor Declarant as provided in this Section 5.15.

ARTICLE 6
MAINTENANCE OF THE REAL ESTATE

Section 6.1 Association Responsibilities -- General. Except as otherwise specifically provided in this Declaration, the Executive Board shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance responsibilities. The Association shall maintain the following and shall keep it in good, clean, attractive, first class and sanitary condition, order, and repair pursuant to the terms and conditions hereof:

6.1.1 All landscaping and other flora, open space, and Improvements, including, without limitation, any roads, walls, signs, sidewalks, streetlights, signage, and entrance signage and other entrance features, gated entry, drainage facilities and storm water detention facilities situated upon the Common Elements and such other real property the Association is required to maintain (including, but not limited to, the landscaping, lighting, signs and improvements within all property located between the curb and gutter portion of Mesa Road and the Real Estate and Expansion Property);

6.1.2 All Common Elements and Limited Common Elements;
6.1.3 Routine maintenance and winterizing (to the extent that the Executive Board deems winterizing necessary) of the irrigation and sprinkler systems, if any, serving the Common Elements;

6.1.4 Such portions of any additional property (including but not limited to portions of Expansion Property and portions of Annexable Property) as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association.

Section 6.2 Association Responsibility-Units. The rights, duties and responsibilities of the Association with respect to the maintenance of the exterior of Units, including landscaping on Units, shall be as follows:

6.2.1 In the absence of a provision in the Design Guidelines requiring a uniform landscaping plan and Association maintenance of such landscaping areas, all Owners are expected to maintain their Units in a first class manner, and the Association does not intend to provide any exterior maintenance and repair of such property. Each Owner shall be responsible for all maintenance and repair of his Unit and of Improvements constructed therein or thereon. No Owner shall materially damage the value of other Units such as by shoddy upkeep of such Owner’s Unit or any Improvements located on the Unit.

6.2.2 If any Owner fails to maintain its Unit or related Improvements or property or fails to perform any acts of maintenance or repair required under this Declaration, the Association may provide, by the affirmative vote of a majority of the members of the Design Review Committee or a majority of the members of the Executive Board, exterior maintenance and repair upon such property after thirty (30) days' notice of such failure to the Owner of such Unit. In addition, the Association may, without notice, make such emergency repairs and maintenance as may in its judgment be necessary for the safety of any person or to prevent damage to any other property. The cost of such exterior maintenance and repairs of a Unit shall be assessed against the Owner of such Unit and shall be a lien and obligation of the Owner pursuant to Section 7.4 herein.

6.2.3 In addition to the other rights of the Association as provided in this Section 6, if the Design Guidelines provide, at any time and from time to time after the recording of this Declaration, that the Units, or certain groups or categories of Units, shall have a uniform and consistent landscaping plan, then the Association shall provide exterior landscaping services for maintenance of such landscaping on the Units that are required to have a uniform landscaping plan and such Units shall be solely responsible for the costs thereof.

6.2.4 For the purpose of performing the exterior maintenance authorized by this Section 6.2, the Association, through its duly authorized agents or employees, shall have the right and easement, after reasonable notice to any Owner, to enter upon such Unit during reasonable hours on any day. The Association or its designee is hereby granted an irrevocable license over all property in the Community to inspect (in a reasonable manner) property within the Community in order to determine whether any maintenance or repair is necessary under this Section 6.2.
6.2.5 Neither Declarant, the Association, nor any of their respective directors, members, managers, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any Unit or Improvements or portion thereof or to repair or maintain the same. Declarant, the Association or any member of the general public, firm or corporation undertaking such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any Unit or Improvements or portion thereof.

Section 6.3 Owner's Responsibility. Each Owner shall be responsible for maintaining his or her Unit and all Improvements within the Unit in strict compliance with this Declaration, the Design Guidelines and the Rules, except to the extent that such maintenance responsibility is assigned to, or otherwise assumed by, the Association as provided in Section 6.2. In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Common Expense Assessment. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry (which cure period shall expire within 30 days unless a shorter period is specified by the Executive Board), except when entry is required due to an emergency situation, in which event the Association shall not be required to provide advance notice and an opportunity to cure the problem.

Section 6.4 Standard of Performance. Except as otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility of maintenance shall include responsibility for repair and replacement, as necessary. Neither the Association nor an Owner shall be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own, except to the extent that it has been negligent in the performance of its maintenance responsibilities.

Section 6.5 Construction Defects-Declarant's Right to Remedy. If any Owner discovers any defects in its Unit for which it believes that Declarant has legal liability, such Owner shall promptly notify Declarant in writing of such defects, in reasonable detail sufficient to permit Declarant to identify the defects (such notice is hereinafter referred to as a “Defect Notice”). If the Association or any Owner discovers any defects in the Common Elements for which it believes that Declarant has legal liability, the Association shall promptly provide a Defect Notice to Declarant. Following the giving of any Defect Notice, such Owner or the Association, as may be applicable, shall have the following express duties with respect to the defects identified in the Defect Notice:

6.5.1 If the Defect Notice was given by an Owner, such Owner shall permit Declarant, its employees, agents, contractors and consultants to enter the Owner’s Unit, at reasonable times, to permit Declarant to inspect the matters identified in such Owner’s Defect Notice. Declarant shall make reasonable efforts to schedule convenient times with such Owner for such inspections, but such Owner’s refusal to schedule such times shall not relieve such Owner of its obligations set forth in this Section 6.5.1. If such Owner refuses to allow Declarant, its employees, agents, contractors and consultants to enter the Owner’s Unit in order to make such inspections, such Owner shall be deemed to be in breach of its obligations set forth in this Section 6.5.1 and shall be liable to Declarant, and Declarant shall be entitled to recover from
such Owner, liquidated damages in the amount of $250.00 per day for each day after such Owner's receipt of Declarant’s written request for access to the Unit until such Owner provides such access. Each Owner acknowledges and agrees that the actual damages to Declarant arising from the Owner’s breach of its obligations set forth in this Section 6.5.1 would be extremely difficult and impractical to ascertain, including, without limitation, loss of reputation and goodwill, and that the liquidated damage amount referenced in the preceding sentence is a fair and reasonable estimate thereof.

6.5.2 If Declarant informs the Owner in writing that Declarant intends to repair, remedy or otherwise cure one or more matters described in such Owner’s Defect Notice, such Owner shall provide access to the Owner’s Unit to Declarant, its employees, agents, contractors and consultants for the purpose of making such repair, remedy or cure. Declarant shall make reasonable efforts to schedule convenient times with such Owner for the performance of such work, but such Owner’s refusal to schedule such times shall not relieve such Owner of its obligations set forth in this Section 6.5.2. Each Owner agrees that Declarant has an absolute right to attempt to repair, remedy or otherwise cure one or more matters described in such Owner’s Defect Notice. Each Owner further agrees that nothing contained in Section 6.5 creates any obligation upon Declarant to attempt to repair, remedy or otherwise cure any matters described in such Owner’s Defect Notice and Declarant’s obligations in that respect are limited to those obligations, if any, set forth in any express written warranty issued by Declarant to such Owner or imposed by applicable law. If such Owner refuses to allow Declarant, its employees, agents, contractors and consultants to enter the Owner’s Unit in order to perform such work, such Owner shall be deemed to be in breach of its obligations set forth in this Section 6.5.2 and shall be liable to Declarant, and Declarant shall be entitled to recover from such Owner, liquidated damages in the amount of $250.00 per day for each day after Owner’s receipt of Declarant’s written notice that it intends to repair, remedy or otherwise cure one or more matters described in such Owner’s Defect Notice until such Owner provides such access. Each Owner acknowledges and agrees that the actual damages to Declarant arising from such Owner’s breach of its obligations set forth in this Section 6.5.2 would be extremely difficult and impractical to ascertain, including, without limitation, loss of reputation and goodwill, and that the liquidated damage amount referenced in the preceding sentence is a fair and reasonable estimate thereof.

6.5.3 If the Defect Notice was given by the Association, the Association shall permit Declarant, its employees, agents, contractors and consultants to enter the Common Elements, at reasonable times, to permit Declarant to inspect the matters identified in such Defect Notice. Declarant shall make reasonable efforts to schedule convenient times with the Association for such inspections, but the Association’s refusal to schedule such times shall not relieve the Association of its obligations set forth in this Section 6.5.3. If the Association refuses to allow Declarant, its employees, agents, contractors and consultants to enter the Common Elements in order to make such inspections, the Association shall be deemed to be in breach of its obligations set forth in this Section 6.5.3 and shall be liable to Declarant, and Declarant shall be entitled to recover from the Association, liquidated damages in the amount of $500.00 per day for each day after the Association’s receipt of Declarant’s written request for access to the Common Elements until the Association provides such access. The Association acknowledges and agrees that the actual damages to Declarant arising from the Association’s breach of its obligations set forth in this Section 6.5.3 would be extremely difficult and impractical to
ascertain, including, without limitation, loss of reputation and goodwill, and that the liquidated damage amount referenced in the preceding sentence is a fair and reasonable estimate thereof.

6.5.4 If Declarant informs the Association in writing that Declarant intends to repair, remedy or otherwise cure one or more matters described in the Association's Defect Notice; the Association shall provide access to the Common Elements to Declarant, its employees, agents, contractors and consultants for the purpose of making such repair, remedy or cure. Declarant shall make reasonable efforts to schedule convenient times with the Association for the performance of such work, but the Association's refusal to schedule such times shall not relieve the Association of its obligations set forth in this Section 6.5.4. The Association agrees that Declarant has an absolute right to attempt to repair, remedy or otherwise cure one or more matters described in the Association's Defect Notice. The Association further agrees that nothing contained in Section 6.5 creates any obligation upon Declarant to attempt to repair, remedy or otherwise cure any matters described in the Association's Defect Notice and Declarant's obligations in that respect are limited to those obligations, if any, imposed by applicable law. If the Association refuses to allow Declarant, its employees, agents, contractors and consultants to enter the Common Elements in order to perform such work, the Association shall be deemed to be in breach of its obligations set forth in this Section 6.5.4 and shall be liable to Declarant, and Declarant shall be entitled to recover from the Association, liquidated damages in the amount of $500.00 per day for each day after the Association's receipt of Declarant's written notice that it intends to repair, remedy or otherwise cure one or more matters described in the Association's Defect Notice until the Association provides such access. The Association acknowledges and agrees that the actual damages to Declarant arising from the Association's breach of its obligations set forth in this Section 6.5.4 would be extremely difficult and impractical to ascertain, including, without limitation, loss of reputation and goodwill, and that the liquidated damage amount referenced in the preceding sentence is a fair and reasonable estimate thereof.

6.5.5 Without limiting any other remedy available to Declarant (including, without limitation, the liquidated damages provided for in Section 6.5), if an Owner or the Association fails to perform or observe any provision of Section 6.5, Declarant shall be entitled to enforce such provision by specific performance or injunction, as may be applicable. Each Owner's obligations and the Association's obligations set forth in Section 6.5 may not be waived, except only by a written instrument signed by Declarant and identifying in detail in what respects provisions of Section 6.5 have been waived. Each Owner and the Association may have other obligations and rights under applicable law with respect to construction defects and the provisions of Section 6.5 do not supersede or waive, but are in addition to, any mandatory provisions of applicable law, including, without limitation, CDARA (defined in Section 18.4).

ARTICLE 7
COVENANT FOR COMMON EXPENSE ASSESSMENT

Section 7.1 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments. Declarant, for each Unit, shall be deemed to covenant and agree, and each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Assessments pursuant to the Governing Documents. Such Assessments shall be the personal
obligation of the Owner of such Unit at the time when the Assessment or other charges became due. The Assessments shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums shall not pass to a successor in title unless expressly assumed by them, but any lien of the Association in the Unit shall continue unless extinguished pursuant to the terms of this Declaration and the Act. No Owner may become exempt from liability for payment of the Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under this Declaration.

Section 7.2 Purpose of Assessments. In addition to such other purposes as set forth in the Act, Assessments shall be used for the purposes of promoting the health, safety, and welfare of Owners and Related Users, and in particular:

7.2.1 To enforce all provisions of the Governing Documents;

7.2.2 To exercise all rights and powers and to discharge all duties and obligations pursuant to the Act and the Governing Documents;

7.2.3 To discharge all expenses incurred by the Association in the alteration, enhancement, construction, reconstruction, repair, maintenance or replacement of the Common Elements and portions of the Real Estate the Association is required to maintain pursuant to Section 6.1 and 6.2 above and all Improvements located thereon, including fixtures and personal property related thereto;

7.2.4 To discharge all expenses incurred by the Association in the alteration, maintenance, repair and replacement of any property the Association may elect to so alter, maintain, repair or replace pursuant to the Governing Documents;

7.2.5 To pay membership dues (social level), if any, and minimum food and beverage charges payable, if any, to the Garden of the Gods Club and to any other recreational club or facility as to which Declarant or the Association obtains use privileges for Members of the Association, but the Declarant and the Association shall have no obligation whatsoever to obtain such privileges or to cause any privileges existing at any time to be continued;

7.2.6 To discharge all expenses incurred by the Association in obtaining security systems (including but not limited to joint use agreements for remote surveillance); and

7.2.7 To fund any operating deficit or reserves the Association deems necessary to meet its financial obligations.

Section 7.3 Apportionment of Common Expenses. Except as provided below and elsewhere in this Declaration, all Common Expense Assessments shall be assessed against all Units in accordance with the formula set forth in this Declaration in Article 17 below:
7.3.1 Any Common Expense for services provided by the Association to an individual Unit pursuant to the Governing Documents or at the request of the Owner may be assessed against that Unit.

7.3.2 Any Common Expense associated with the maintenance, repair, or replacement or insurance of a Limited Common Element shall be assessed against the Units to which that Limited Common Element is assigned, equally, or in such other proportion as the Executive Board deems fair and reasonable;

7.3.3 Any Common Expense or portion thereof benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited;

7.3.4 Any Common Expense for insurance may be assessed in proportion to risk.

7.3.5 Any Common Expense for utility services may be assessed in proportion to usage.

7.3.6 If a Common Expense is caused by the misconduct of an Owner, or the Owner’s Related User, the Association may assess that expense exclusively against that Owner and the Owner’s Unit, in addition to sums charged to the Owner pursuant to Section 7.4 below.

7.3.7 Fees, charges, taxes, impositions, late charges, fines, attorneys’ fees, collection costs and interest charged against an Owner are enforceable as Common Expense Assessments.

Section 7.4 Default Assessments. In the event that the need for maintenance, repair, or replacement of the Common Elements, or any portion thereof, or any other portion of the Community, is caused by or in any way results from the negligent or willful act or failure to act, or the misconduct of an Owner or an Owner’s Related User, then the expenses, costs, and fees incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner, and such obligation shall be considered a Default Assessment, collectible as a Common Expense Assessment.

Section 7.5 Annual Assessment/Commencement of Common Expense Assessments. The Common Expense Assessment shall be made on an annual basis against all Units based upon the Association’s advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. The budget shall be submitted to the Owners, pursuant to Section 303(4) of the Act. Common Expense Assessments shall be due and payable annually or in periodic installments, or in any other manner, as determined by the Executive Board. Common Expense Assessments may begin on the first day of the month in which conveyance of the first Unit to an Owner other than the Declarant occurs. The omission or failure of the Executive Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 7.6 Service Area Assessments. At least 60 days before the beginning of each fiscal year, the Board of Directors shall adopt a proposed annual budget for each Service Area that reflects the estimated Service Area Expenses that the Master Association expects to incur for
the benefit of such Service Area in the following fiscal year. Such budget shall include a
ctribution to a reserve fund for repairs and replacements of capital items maintained as a
Service Area Expense. Service Area Expenses shall be allocated and levied as an assessment (a
"Service Area Assessment") equally among all Units within the Service Area(s) benefited
thereby; provided however, if so specified in the Supplemental Declaration applicable to the
Service Area or a resolution of the Board of Directors or if so directed by petition signed by a
Majority of the Owners within such Service Area, any portion of the assessment intended for
exterior maintenance of structures, insurance on structures, or replacement reserves which
pertain to particular structures shall be levied on each of the benefited Units in proportion to the
benefit received. Within thirty days after adopting a proposed budget for a Service Area, the
Board of Directors shall deliver a summary of the proposed budget and notice of the Service
Area Assessment reflected in such budget to all Owners of Units within such Service Area and
set a date for a meeting of such Owners to consider ratification of the proposed budget. The date
of such meeting shall not be less than fifteen days, nor more than fifty days, after the delivery of
the summary of the proposed budget and notice of the meeting to such Owners. Such budget and
the Service Area Assessment reflected in such budget shall automatically become effective (and
shall be deemed ratified by the Owners whose Units are within such Service Area) unless at the
meeting referred to above Owners of at least 75 percent of the Units within such Service Area
and, during the Development and Sale Period, Declarant, rejects the proposed budget and Service
Area Assessment. A quorum is not required for such meeting. If the Owners within any Service
Area disapprove a proposed Service Area budget, the Master Association shall not be obligated
to provide the services anticipated to be funded by such budget. If the Board of Directors fails
for any reason to determine a Service Area budget for any year, then until such time as a budget
is determined for such Service Area, the budget for such Service Area in effect for the
immediately preceding year shall continue for the current year. If the Board of Directors deems
it necessary or advisable to amend an annual budget for a Service Area that has been ratified
under Section 8.3(d) above by the Owners of Units within such Service Area, the Board of
Directors may adopt a proposed amendment to the annual budget, deliver a summary of the
proposed amendment to all Owners of Units within such Service Area and set a date for a
meeting of such Owners to consider ratification of the proposed amendment. The date of such
meeting shall not be less than fifteen days, nor more than fifty days, after the delivery of the
summary of the proposed amendment and notice of the meeting to the Owners of Units within
such Service Area. The proposed amendment shall become effective (and shall be deemed
ratified by such Owners) unless at that meeting Owners of at least 75 percent of the Units within
such Service Area and, during the Development and Sale Period, Declarant, rejects the proposed
amendment. A quorum is not required for such meeting.

Section 7.7 Installments: Assessments. The Executive Board may determine that any
Common Expense Assessment shall be payable in installments and may also elect to accelerate
the installments remaining for such Assessment.

Section 7.8 Special Assessments. The Association may at any time, from time to
time, determine, levy and assess a Special Assessment applicable to that particular assessment
year for the purpose of defraying, in whole or in part, payments for any operating deficit and/or
unbudgeted costs, fees and expenses of any construction, reconstruction, repair, demolition,
replacement or maintenance of an Improvement that is a capital asset and any fixtures or
personal property related thereto, and any acquisition of real property.
Section 7.9 Lien Priority. The Assessment lien of the Association is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) liens for real estate taxes and other governmental assessments or charges against the Unit; and (3) a first priority lien of a mortgage or deed of trust on the Unit, except as allowed by the Act with regard to the Association's limited lien priority. This section does not affect the priority of mechanics or materialmen's liens. The lien of the Association under this Article is not subject to the provisions of any homestead exemption as allowed by state or federal law. Sale or transfer of any Unit shall not affect the lien for said Assessments except that the sale or transfer of any Unit pursuant to foreclosure of any first priority lien of a mortgage or deed of trust on the Unit or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment as provided by applicable law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due nor from the lien thereof.

Section 7.10 Reserves/Surplus. The Association shall establish an adequate reserve fund for the maintenance, repair and replacement of those Common Elements and the portions of the Real Estate the Association is required to maintain, that must be periodically maintained, repaired or replaced. Such reserve fund shall be funded through the monthly payments of the annual Common Expense Assessments. Any surplus funds derived from Assessments shall be transferred to the reserve fund or used for Association operations, in the Executive Board's sole discretion and by acceptance of a deed to his or her Unit, each Owner hereby directs the Executive Board to make this determination each year.

Section 7.11 Effect of Non-Payment of Assessments. Any Assessment provided for in this Declaration, or any installment thereof, which is not fully paid within ten (10) days after the due date thereof, shall bear interest from the due date at the rate of twenty-one percent (21%) per annum or at such lesser rate as may be set by the Executive Board from time to time, and the Association may assess a monthly late charge thereon. Failure to make payment within the sixty (60) days of the due date thereof shall cause the total amount of such Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Executive Board. Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, or any monthly or other installment thereof, may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien therefor. The Association's costs of suit, expenses and reasonable attorneys' fees incurred simply by virtue of the failure of the Owner to timely pay Assessments when due, including attorneys' fees and costs for preparing and recording any lien notice, and the Association's costs of suit, expenses and reasonable attorneys' fees incurred for any such action and/or foreclosure proceedings, shall be taxed by the court as a part of the costs of any such action or foreclosure proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds of the foreclosure sale of such Owner's Unit. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for
any subsequent Assessments, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, and cast the votes appurtenant to such Unit, and to convey or otherwise deal with the same. The personal obligation to pay any past due sums shall not pass to the grantee of a Unit unless expressly assumed by them. Whether or not the Association forecloses its lien, it may apply for and be entitled to, the ex parte appointment of a receiver for a Unit and the Owner of such Unit shall be liable for all costs and expenses in securing and maintaining this appointment, including receiver's fees, attorneys fees and costs.

Section 7.12 No Waiver or Abandonment. No Owner may be exempt from liability for payment of the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the Assessments are made.

Section 7.13 Declaration is Notice. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. No further recordation is required. However, the Executive Board may prepare and record in the real property records of El Paso County, Colorado, a written notice setting forth the amount of any unpaid indebtedness, the name of the Owner, and a description of the Unit.

Section 7.14 Payments to Working Capital Account. In order to provide the Association with adequate working capital funds, the Association shall collect an amount equal to three months' then-current annual Common Expense Assessment at the time of the sale of each Unit. The Association shall maintain the working capital funds to meet unforeseen expenditures or to acquire additional equipment or services in connection with the Common Elements for the benefit of the members of the Association, subject to the budget approval procedures of Section 7.5 above. Such payments to this fund shall not be considered advance payments of annual Assessments. The working capital contribution shall be returned to each Owner upon the sale of his Unit, provided that the purchaser of the Unit has contributed the required working capital to the Association.

ARTICLE 8
DESIGN REVIEW

Section 8.1 General. No Improvement shall be placed, erected, installed or modified upon any Unit, and no Improvements (including staking, clearing, excavation, grading and other site work), exterior alteration of existing Improvements, or planting or removal of landscaping materials, shall take place except in compliance with the architectural review procedures and restrictions set forth in this Declaration and the Design Guidelines. No provision in this Article and the Design Guidelines shall apply to Improvements to the Common Elements made by or on behalf of the Association, unless the Executive Board determines otherwise. Notwithstanding any other provision of this Declaration, the provisions of this Article 8 shall not apply to Improvements constructed or altered by Declarant.

Section 8.2 Design Review Committee. The Design Review Committee shall consist of three (3) persons. Until all Units are improved with residential Improvements and Declarant has no further right to annex additional Units into the Association, or such earlier date as Declarant shall determine in writing, Declarant shall appoint all members of the Design Review
Committee. After expiration of Declarant's appointment rights, the Design Review Committee may then be comprised completely of Owners without regard to special qualifications, and non-Owners that have an appropriate professional expertise (for example, a residential architect or a landscape architect), and the persons shall then be appointed by the Executive Board. Until that date, Declarant, at its sole discretion, may at any time grant the power of appointment of the members of the Design Review Committee, and the chairman thereof, to any entity succeeding to substantially all of the assets of the Declarant, or to the Association. Notwithstanding the above, appointments shall be for staggered terms of years different in termination so as to provide reasonable continuity to the design review process. So long as Declarant has the right to appoint members of the Design Review Committee, the Declarant may remove any appointee at any time upon written notice to such appointee.

Section 8.3 Guidelines and Procedures—General. The Declarant shall prepare the initial Design Guidelines, which thereafter may be amended, supplemented or modified in whole or in part by the Design Review Committee, and, for so long as the Declarant holds Development Rights, with the written approval of the Declarant. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of Improvements previously approved once the approved construction or modification has commenced. The Design Guidelines may contain general provisions applicable to all of the Real Estate, as well as specific provisions which vary from one portion of the Real Estate to another depending upon the location, unique characteristics, and intended use. Design Guidelines shall also include the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed Improvement. Design Guidelines may specify circumstances under which the strict application of limitations or restrictions under this Declaration will be waived or deemed waived in whole or in part, and may waive the requirement or exempt certain Improvements from the requirement for approval, if such approval is not reasonably required to carry out the purposes of this Declaration. The Design Guidelines as the same shall be amended from time to time shall not be recorded, but shall be considered incorporated herein by references throughout this Declaration and shall be enforceable as though set forth in full.

Section 8.4 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Section 8.5 Enforcement. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Executive Board, the Design Review Committee or the Declarant, Owners shall, at their own cost and expense, remove such Improvement and restore the Unit and the Improvements to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as requested, the Executive Board or its designee shall have the right to enter the Unit, remove the violation, and restore the Unit to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against such Unit and collected as a Default Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms
and provisions of this Article and the Design Guidelines may be excluded by the Executive Board from the Real Estate upon notice and an opportunity to be heard. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

Section 8.6 Notice of Noncompliance. If, as a result of inspections or otherwise, the Design Review Committee finds that any Improvement has been done without obtaining the approval of the Design Review Committee, or was not done in substantial compliance with the description and materials furnished to, and any conditions imposed by, the Design Review Committee, the Design Review Committee shall provide notice of the particulars of the noncompliance and shall require the Owner of the Unit upon which such Improvements have been made to take such action as may be necessary to remedy the noncompliance. At the sole election of the Executive Board, if such noncompliance is not remedied within thirty (30) days of the date set forth on the notice, the notice of noncompliance may be recorded in the records of the El Paso County Clerk and Recorder.

Section 8.7 Nonliability of the Design Review Committee and Executive Board Members. Neither the Design Review Committee nor the Executive Board nor any member thereof shall be liable to the Association or to any Owner or other person for any loss, damage or injury arising out of or in any way connected with the performance of the Design Review Committee's or Executive Board's respective duties under this Declaration or the Governing Documents unless due to an act or omission not in good faith or which involves intentional misconduct or a knowing violation of a law (as defined by applicable Colorado law) by the Design Review Committee or Executive Board or individual members thereof. The Design Review Committee or Executive Board shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approval of, structural safety, engineering soundness, or conformance with building codes or any other laws or standards.

Section 8.8 Variances. The Design Review Committee may authorize variances from compliance with any of the architectural provisions, Design Guidelines or Rules, when circumstances so warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all the members of the Design Review Committee. If such a variance is granted, no violation of the Covenants, conditions or restrictions contained in this Declaration or in other Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision in the particular instance covered by the variance.

Section 8.9 Scope of Judicial Review. The scope of judicial review of any action taken by the Association or the Design Review Committee pursuant to this Article 8, including but not limited to the promulgation and enforcement of Design Guidelines and review, shall be limited to cases of fraud, bad faith, or lack of due process.

ARTICLE 9
INITIAL RESTRICTIVE COVENANTS

Section 9.1 Plan of Development. The Declarant intends to construct or cause to be constructed different types of Residential Dwellings within the Real Estate (including the
Expansion Property), including, but not limited to, single-family, duplex, townhome or condominium residences, and Residential Dwellings within Lots for which the Association provides no maintenance, as well as Residential Dwellings located within Lots within which the Association is responsible for some or all the maintenance, replacement and enhancements of certain Improvements. Therefore, there may be numerous restrictive covenants that are applicable to some, but not all, Units.

Section 9.2 Authority to Promulgate Use Restrictions and Rules. Initial use restrictions applicable to the Real Estate are set forth in Sections 9.5 and 9.6 below. The Association may establish other use, maintenance and environment living standards applicable to the Real Estate not otherwise specified, defined or established under Sections 9.5 and 9.6, pursuant to its authority to promulgate Rules as deemed necessary and appropriate by the Executive Board, in its discretion.

Section 9.3 Owners' Acknowledgment. All Owners and Related Users of Units are given notice that use of their Units is limited by provisions of the Governing Documents as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected by this provision and that all restrictions upon the use and occupancy of a Unit may change from time to time.

Section 9.4 Rights of Owners. The Executive Board shall not adopt any Rules or use restriction in violation of the following provisions:

9.4.1 Equal Treatment. Similarly situated Owners and occupants shall be treated similarly.

9.4.2 Political Speech. The rights of Owners to display political signs and symbols in or on their Units of the kinds normally displayed in or outside of residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and Related Users.

9.4.3 Religious and Holiday Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations inside residences within their Units of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

9.4.4 Activities Within Units. No rule shall interfere with the activities carried on within the confines of Residential Dwellings except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the Unit, or that create an unreasonable source of annoyance, as determined by the Executive Board.
9.4.5 Pets. The Association may adopt reasonable Rules designed to minimize damage and disturbance to other Owners and occupants, including Rules requiring damage deposits, waste removal, leash controls, noise controls, occupancy limits based on size and facilities of the Unit and fair share use of the Common Elements. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance.

9.4.6 Reasonable Rights to Develop. No Rule or action by the Association or Executive Board shall impede the Declarant’s right to develop in accordance with the Real Estate plats and this Declaration.

9.4.7 Abridging Existing Rights. If any Rule would otherwise require Owners or Related Users to dispose of personal property which they owned at the time they acquired their interest in the Unit and such ownership was in compliance with all Rules in force at that time, such Rule shall not apply to any such Owners without their written consent. However, all subsequent Owners and Related Users of that Unit shall comply with such Rule.

Section 9.5 Initial Use Restrictions. The following activities are prohibited within the Community unless expressly authorized in writing (and in such cases, subject to such conditions as may be imposed) by the Executive Board and Declarant:

9.5.1 Subdivision. Subdivision of a Unit into two or more Units;

9.5.2 Conditions to Conduct Business. Any business, profession, trade, or similar activity, except that an Owner may conduct business activities within the Unit so long as:

9.5.2.1 the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit;

9.5.2.2 the activity conforms to all zoning requirements for the Community;

9.5.2.3 the activity does not involve regular visitation of the Unit by clients, customers, suppliers, employees, or other business invitees or door-to-door solicitation of Owners or Related Users;

9.5.2.4 the activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Related Users, as may be determined in the reasonable discretion of the Executive Board; and

9.5.2.5 the activity complies with Rules as adopted by the Executive Board.

9.5.3 Leases. The term "lease", as used herein, shall include any agreement for the leasing or rental of a Unit. Owners shall have the right to lease their Units only under the following conditions:
9.5.3.1 All leases shall be in writing.

9.5.3.2 All leases shall provide that the terms of the lease and the tenant's occupancy of the Unit shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, the Bylaws, Rules and Design Guidelines, as the same may be amended from time to time, and that any failure by such tenant to comply with the provisions of these instruments, in any respect, shall be a default under the lease, said default to be enforceable by the Executive Board, the Owner/landlord, or both.

9.5.3.3 No lease shall be a term of less than thirty (30) days.

9.5.3.4 Any Owner's right to lease is expressly conditional upon applicable Rules.

9.5.3.5 Any Owner who leases his Unit shall forward a copy of the lease to the Association within ten (10) days after the execution by Owner and the tenant/lessee.

9.5.4 Restrictions on Vehicles.

9.5.4.1 Parking or storing of vehicles within the Real Estate, including upon streets which are dedicated to the City of Colorado Springs, shall be subject to Rules enacted by the Executive Board and provisions of this Declaration.

9.5.4.2 No Unit and no Common Element shall be used as a parking, storage, display or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, motor home, running gear, boat or accessories thereto, or any type of cargo or commercial van, or any type of vehicle which is used for commercial purposes that bears a commercial logo, and/or printing or lettering; provided, however, such vehicles may be stored, parked or maintained wholly within the garage area of a Unit with the garage door in a closed position.

9.5.4.3 Recreational vehicles may be parked temporarily within Units or upon streets for purposes of loading and unloading; provided that no such vehicle may be so parked over night.

9.5.4.4 No abandoned or inoperable vehicles of any kind shall be stored or parked within any Unit (unless stored completely within an enclosed garage) or street. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, van, recreational vehicle or other device for carrying passengers, goods or equipment which has not been driven under its own propulsion for a period of two weeks or longer, or which does not have installed within it an operable propulsion system.

9.5.4.5 Unlicensed motor vehicles shall not be operated on the streets or other Common Elements. Notwithstanding the foregoing, golf carts shall be permitted. The definition of unlicensed motor vehicles shall include, but is not limited to, go-carts, mini-bikes, unlicensed motor bikes and all-terrain vehicles, but shall exclude golf carts.

9.5.4.6 Parking of permitted vehicles upon streets shall be subject to Rules.
9.5.5 **Nuisances.** No Owner shall engage in, or allow, any use, activity, or practice which is the source of or unreasonably interferes with the peaceful enjoyment or possession of a Unit or any portion of the Common Elements or any portion of the Community. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed and may be enforced by the Association as if the same were contained in the Governing Documents. In no event shall the activities of the Declarant which are reasonably necessary to the exercise of the rights granted by this Declaration and the Act be considered a "nuisance" unless the manner in which Declarant conducts such activities materially interferes with any Owner's use and enjoyment of such Owner's Unit.

Section 9.6 **Additional Restrictions.**

9.6.1 **Unsightly Conditions.** Each Unit at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other materials shall be permitted to remain exposed upon any Unit so as to be visible from any nearby properties or streets, except as necessary during a period of construction and as permitted hereunder.

9.6.2 **Garage Doors.** Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

9.6.3 **Maintenance Equipment.** All maintenance equipment shall be stored in an enclosed building or otherwise adequately screened so as not to be visible from nearby properties or streets.

9.6.4 **Clotheslines.** No outdoor clothes poles, clotheslines and other facilities for drying or airing of clothing or household goods shall be placed on any Unit unless approved by the Design Review Committee and screened by a fence or shrubbery so as not to be visible from nearby properties or streets.

9.6.5 **Refuse.** No unsightly objects or materials, including but not limited to ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any nearby properties or streets, except during refuse collections.

9.6.6 **Sound Devices.** No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Improvement or within any Unit without the prior approval of the Design Review Committee.

9.6.7 **Exterior Lighting.** All exterior lighting installed on any Unit shall either be indirect or of such control, focus and intensity so as to not disturb the occupants of residences on nearby properties.

9.6.8 **Weeds.** Each Unit shall at all times be kept free from weeds and other unsightly growth and plants or weeds infected with noxious insects or plant diseases (including mistletoe and pine beetle) and from weeds which are likely to cause the spread of infection or
weeds to neighboring property and free from brush or other growth or trash which causes undue
danger of fire.

9.6.9 **Mowing and Pruning.** In order to effect insect, weed and fire control
and to prevent and remove nuisances, the Owner of any Unit upon which Improvements have not
been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush,
weeds and other unsightly growth and shall remove any trash which may collect or accumulate
on the Unit.

9.6.10 **Animals.** No animals, except an aggregate of three (3) domesticated
dogs, cats or other bona fide domesticated pets, shall be permitted on any Unit, excepting fish or
domesticated birds which may be kept in greater numbers. No animal of any kind shall be
permitted which makes an unreasonable amount of noise or odor or otherwise is a nuisance to
neighbors or the neighborhood. No animal shall be kept, bred, or maintained within the Real
Estate for any commercial purposes. All animals must be on a leash or under Owner control at
times when outside of the Owner's fenced area. Animals shall not be permitted to run loose.
If an animal should run loose, the Owner thereof shall be responsible for all costs associated with
the animal being picked up or brought under control. In the event of repeated and willful
violations by an Owner, the Association may permanently restrain and enjoin the Owner from
keeping said animal on the Owner's Unit. No dogs or other pets shall be chained or enclosed on
a Unit outside of the Residential Dwelling, except the Design Review Committee, in its sole
discretion, may approve dog runs or enclosures, subject to the provisions of Design Guidelines
including the provisions thereof relating to fences and walls.

9.6.11 **Flammables.** No Owner shall use or permit to be brought into or
stored on any Unit any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene
in large enough quantities to be deemed hazardous to life, limb or property, other than nominal
amounts of fuel used with typical domestic machines such as lawn mowers and snow blowers.

9.6.12 **Fuels: Incinerators: Barbecues.** No coal or other type of fuel which
gives off smoke shall be used for heating, cooking or any other purpose; provided, however, the
foregoing restriction shall not be deemed to apply to the occasional burning of wood in a
fireplace or charcoal or other fuel in a barbecue. No trash or garbage shall be burned within the
Community. No barbecue or other outdoor cooking pit shall be located nearer to another Unit
line than any setback line.

9.6.13 **Storage Tanks.** No elevated tanks of any kind shall be erected, placed
or permitted upon any part of a Unit. Any tanks for use in connection with any Residential
Dwelling constructed on a Unit, including tanks for the storage of gas, or oil, must be below
ground.

9.6.14 **Signs.** The only signs permitted on any Unit or Improvement shall be:

9.6.14.1 one sign of customary size and reasonable and consistent
format for offering of the signed property for sale or for rent, approved by the Design Review
Committee and displayed in color and design specified by the Design Review Committee;
9.6.14.2 one sign of customary size for identification of the occupant and address of any Residential Dwelling as approved by the Design Review Committee;

9.6.14.3 political signs to the extent permitted by Section 9.4.2 and any reasonable time, place and manner restrictions adopted by the Association;

9.6.14.4 signs for identification of the Community as a whole, or a Project as a whole, installed by, or with the permission of, Design Review Committee;

9.6.14.5 signs as may be necessary to advise of rules and regulations or to caution or warn of danger or give direction; and

9.6.14.6 such other signs as may be required by law.

Except for permitted signs, there shall not be used or displayed on any Unit or Improvement, any signs or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professionally painted, lettered and constructed and shall be placed only on the Unit to which they pertain.

ARTICLE 10
OTHER EASEMENT DEDICATIONS AND RESERVATIONS

Section 10.1 Easements of Encroachment. Declarant hereby grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Elements and between adjacent Units due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of an Owner.

Section 10.2 Easements for Utilities, Etc. There are hereby reserved unto Declarant, so long as the Declarant holds Special Declarant Rights and Development Rights, unto the Association, and unto gas, electric, telephone and other utility companies, access and maintenance easements upon, across, over, and under all of the Real Estate to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining any cable television systems, security and similar systems, roads, walkways, bicycle pathways, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on the Plat. This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing Residential Dwelling on a Unit, and any damage to a dwelling on a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.
Declarant specifically grants to the local water supplier, electric company, telephone company and natural gas supplier easements across the Real Estate for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable. However, the exercise of this easement shall not extend to permitting entry into the Residential Dwelling on any Unit without the Owner's consent.

Section 10.3 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors and assigns an easement over the Common Elements for the purposes of enjoyment, use, access, and development of all or any portion of the Expansion Property and the Annexable Property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Elements for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Elements as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such Property.

Section 10.4 Perimeter Fence; Structural and Decorative Walls Within the Real Estate. The Declarant and the Association shall be entitled to construct and maintain a perimeter fence surrounding the Real Estate and structural and decorative walls throughout the Real Estate, and shall have an easement over and upon all Units upon which such perimeter fence and decorative walls may be constructed and maintained. The Owners of all Units on which any portion of such perimeter fence or walls are located shall allow authorized agents of the Association reasonable access for purposes of constructing, maintaining, or replacing such Improvement. All such perimeter fencing and walls shall be deemed to be owned by the Association. Owner are prohibited from installing perimeter fences and walls, but may install a fence around a portion of their Lot, in accordance with the Design Guidelines and upon obtaining approval of the Design Review Committee.

Section 10.5 Right of Entry. In addition to the rights the Association is granted in Sections 10.3, and 10.4 above, the Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to the Governing Documents, to exercise the right of self-help pursuant to the Governing Documents, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, and Rules, which right may be exercised by any member of the Executive Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Any damage caused by entry shall be repaired by the Association as a Common Expense. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Executive Board, but shall not authorize entry into any Residential Dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.
Section 10.6  **Access and Utility Easements.** Declarant hereby grants to the Association and all of the Owners a perpetual non-exclusive easement on all roads and streets and pedestrian paths as shown on the Plat, regardless of how they are named.

Section 10.7  **Plat Notes, Easements and Restrictions.** All easements shown on the Plat and in the Plat Notes, are hereby dedicated to the benefit of the Association subject to the restrictions and conditions therefor as provided on the Plat and in this Declaration and subject to the rights of any holders of any such easements recorded prior to the Plat. The Association shall maintain the easements consistent with the restrictions described on the Plat and the Executive Board may establish Rules governing the use and maintenance thereof. The recording data for recorded easements, licenses and other matters appurtenant to or included in the Real Estate or to which any parts of the Real Estate may become subject is set forth on the attached Exhibit E.

Section 10.8  **Right to Dedicate Streets and Roadways.** The Declarant hereby reserves, for itself and for the Association, the right to dedicate one or more or all streets or roadways within the Real Estate to the City of Colorado Springs, upon such terms and conditions the Declarant or the Association shall deem reasonable.

**ARTICLE 11**

[INTENTIONALLY OMITTED]

**ARTICLE 12**

[INTENTIONALLY OMITTED]

**ARTICLE 13**

**INSURANCE/CONDEMNATION**

Section 13.1  **Insurance Coverage.** The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth in this Article 13, and shall comply with C.R.S. §38-33.3-313 and all other provisions of the Act regarding insurance, as follows:

13.1.1  Application of insurance proceeds and procedures of adjustment must be made pursuant to the Act.

13.1.2  The Rules may include nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association.

13.1.3  Any portion of the Community for which insurance is required under the Act which is damaged or destroyed must be repaired or replaced promptly pursuant to, and as required by, the Act, unless the Community is terminated pursuant to the Act.

13.1.4  The Association and the manager or managing agent, if any, must obtain policies of fidelity insurance in amounts not less than, and under the circumstances, prescribed by the Act.
13.1.5 All insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

13.1.6 If generally available at commercially reasonable cost, all policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days prior written notice to all of the Owners and the Association.

13.1.7 All liability insurance shall be carried in blanket form naming the Association, the Executive Board, the manager or managing agent, if any, the officers of the Association, the Declarant, and Owners as insureds, and shall be in limits which the Executive Board determines to be commercially reasonable.

13.1.8 All costs and expenses borne by the Association in compliance with or as may be permitted by the Act, including, but not limited to, insurance premiums, and all costs and expenses borne by the Association in connection with insured and uninsured losses to persons or property within the Community, repairs and replacement of insured and uninsured property, and claims settlement or adjustment shall be considered Common Expenses.

Section 13.2 Condemnation. Condemnation of all or any portion of the Real Estate, as well as application of any awards resulting from condemnation, shall be governed by applicable provisions of the Act.

ARTICLE 14
RESERVATION OF SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS

Section 14.1 Special Declarant Rights. Declarant hereby reserves the following Special Declarant Rights for a time period of twenty (20) years from the date of the recording of this Declaration in the office of the Clerk and Recorder of El Paso County, Colorado, unless sooner terminated by operation of the Act or the provisions of this Declaration, except that the Special Declarant Rights set forth in Section 14.1.5, 14.1.6 and 14.1.7 shall be available to Declarant for a time period of ninety-nine (99) years from the date of the recording of this Declaration in the office of the Clerk and Recorder of El Paso County, Colorado, unless sooner terminated by operation of the Act or the provisions of this Declaration.

14.1.1 Completion of Improvements. The right to complete Improvements on the Common Elements and Units owned by the Declarant.

14.1.2 Exercise of Development Rights. The right to exercise any expansion or other Development Right reserved in Article 15 of this Declaration or allowed in the Act.

14.1.3 Sales Management and Marketing. The right of the Declarant to maintain a sales and/or management office upon any Unit or Common Element and the right to maintain signs advertising the Community, and the right to maintain sales model homes and sales and/or management offices on any Unit owned or leased by the Declarant. Any sales and
management office on the Common Elements shall be removed no later than the end of the marketing period.

14.1.4 Construction Facilities. The right of the Declarant and its employees, representatives, agents, and contractors to maintain within the Real Estate temporary construction facilities and construction materials staging yards, and other facilities reasonably required during the construction of Improvements to, and sale of, the Units.

14.1.5 Construction Easements. The right of the Declarant to use easements through the Common Elements for the purpose of making Improvements within the Real Estate or within real estate that may be added to the Community (whether or not such real estate is actually added to the Community), and the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration, all as more particularly described in Section 15.6 below.

14.1.6 Master Association. The right to make all or any portion of the Real Estate subject to a master association (including, without limitation, Kissing Camels Property Owners Association) or to make the Association a master association.

14.1.7 Merger. The right to merge or consolidate the Community with another common interest community.

14.1.8 Control of Association and Executive Board. The right to appoint or remove any Officer of the Association or any Executive Board member to the fullest extent provided by this Declaration and the Act.

14.1.9 Amendment of Declaration. The right to amend the Declaration and Plat in connection with the exercise of any Development Right and otherwise to the fullest extent permitted by the Act.

Section 14.2 Additional Reserved Rights. In addition to the Special Declarant Rights reserved herein, Declarant also reserves the following additional rights (the "Additional Reserved Rights"):

14.2.1 Use Agreements. The right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance or regulation of parking, utility and drainage, and any amenities including, without limitation recreational facilities or areas which may or may not be a part of the Community for the benefit of the Owners and/or the Association. Declarant has no obligation whatsoever to obtain for the benefit of the Owners and/or the Association the right to use any recreational facilities or areas.

14.2.2 Easements. The right to grant additional easements for the use, repair, or maintenance of drainage facilities or utilities, within the Real Estate.

14.2.3 Conveyance for Governmental Interests. The right to designate sites within any portion of the Real Estate for fire, police, water, drainage, and utility facilities, parks,
and other public facilities, including, but not limited to, the right to dedicate all or a portion of the streets to the City of Colorado Springs.

14.2.4 Other Rights. The right to exercise any additional reserved right created by any other provision of this Declaration.

Section 14.3 Legal Description. These Special Declarant Rights and Additional Reserved rights apply to the Real Estate and all or any portion of the Expansion Property.

ARTICLE 15
RESERVATION OF EXPANSION, WITHDRAWAL AND DEVELOPMENT RIGHTS

Section 15.1 Expansion Rights. Declarant expressly reserves the right to add all or any portion of the real property described on Exhibit C (the "Expansion Property") to the Real Estate, to subject it to the provisions of this Declaration and to make additional restrictive covenants applicable to all or any portion of it as Declarant shall deem appropriate.

Section 15.2 Development Rights. The Declarant reserves for a time period of twenty (20) years from the date of the recording of this Declaration in the office of the Clerk and Recorder of El Paso County, Colorado, the following Development Rights on all or any portion of the Real Estate or the Expansion Property, or both, or such additional unspecified real property as may be added to this Declaration in whatever order the Declarant, in its sole discretion, determines; and further provided, that the Declarant makes no representation that any Units will be created, added or constructed beyond the twelve (12) existing at the time of the recording of this Declaration:

15.2.1 The right to add unspecified real property to the Real Estate and to subject it to the provisions of this Declaration.

15.2.2 The right to add (create) additional Units and Common Elements, and to subdivide Units, relocate boundaries between Units, convert Units into Common Elements, convert Common Elements into Units, and create Limited Common Elements. Such additional Units may be single family, duplex, townhome or condominium Residential Dwellings.

15.2.3 The right to withdraw all or any portion of real property from the Community; provided, however, (i) that no Unit may be withdrawn within a Building after a Unit within that Building has been conveyed to a purchaser other than the Declarant; and (ii) the property withdrawn from the Community shall be subject to whatever easements, if any, are reasonably necessary for access to or operation of the Community and the withdrawn Unit.

15.2.4 The right to permit and/or construct additional Improvements and Common Elements (including Limited Common Elements);

15.2.5 The right to exercise any development right reserved or allowed in the Act.

Section 15.3 Amendment of the Declaration. If Declarant elects to submit all or any portion of the Expansion Property to this Declaration, or to exercise any other rights referred in Section 15.2 above, the Allocated Interests appurtenant to each Unit will be apportioned
according to the formula set forth in Section 17.1. The Declarant shall record a Supplemental Declaration which shall contain the legal description of the Expansion Property being submitted to this Declaration, and including all Units and Common Elements and Limited Common Elements and a schedule of the Allocated Interests appurtenant to the Units in the Community, as expanded, and conform to the requirements in this Declaration and the Act. If the Expansion Property being submitted to the Declaration is a Development Parcel, the Supplemental Declaration shall contain the legal description of the Development Parcel, and shall state the maximum number of Units that may be created on the Development Parcel.

Section 15.4 Amendment of a Plat. Declarant shall have the right to amend a Plat if necessary to exercise a Development Right. Any amendment to a Plat shall conform to the requirements contained in this Declaration and the Act.

Section 15.5 Interpretation. Recording of amendments to the Declaration and Plat in the office of the Clerk and Recorder of the El Paso County, Colorado shall automatically vest in each existing Owner the reallocated Allocated Interests appurtenant to his Unit. Upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the Real Estate and the Community, as expanded. All conveyances of Units after such expansion shall be effective to transfer beneficial rights in the Common Elements as expanded to the Owners, whether or not reference is made to any amendment to the Declaration or Plat. Reference to the Declaration and Plat in any instrument shall be deemed to include all amendments to the Declaration and Plat without specific reference thereto.

Section 15.6 Rights Incidental to the Construction Easement. Declarant expressly reserves the right to perform construction work and to store materials in secure areas, in Units and in Common Elements, and the future right to control such work and repairs, and the right of access thereto, until its completion. All work may be performed by Declarant without the consent or approval of any Owner. Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations and exercising Declarant's reserved rights in this Declaration. Such easement includes the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the land not designated as reserved for future development in the Declaration or on the Plat for the purpose of furnishing utility and other services to the property so reserved for future development. Declarant's reserved construction easement includes the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Elements. If Declarant grants any such easements, the Declaration and Plat will be amended to include reference to the recorded easement.

Section 15.7 Reciprocal Easements. If all or part of the Expansion Property is not submitted to this Declaration, or if property is withdrawn from the Real Estate all Owners shall have whatever easements are necessary or desirable, if any, for access, utility service, repair, maintenance and emergencies over and across the Real Estate and withdrawn property. Declarant shall prepare and record in the office of the Clerk and Recorder of the El Paso County, Colorado whatever documents are necessary to evidence such easements and shall amend the Declaration and the Plat to include reference to the recorded easement(s).
Section 15.8 Termination of Expansion and Development Rights. The expansion and development rights reserved to Declarant, for itself, its successors and assigns, shall expire twenty (20) years after the date of recording this Declaration in the office of the Clerk and Recorder of El Paso County, Colorado, unless the expansion and development rights are (i) extended as allowed by law or (ii) reinstated or extended by the Association, subject to whatever terms, conditions, and limitations the Executive Board may impose on the subsequent exercise of the expansion and development rights by Declarant.

Section 15.9 Legal Description. These development rights apply to all portions of the Real Estate, and any Expansion Property and any other real property which is subsequently added to the Community.

ARTICLE 16
AMENDMENT AND TERMINATION

Section 16.1 Annexation by the Association. Prior to December 31, 2030, the Association may annex all or any portion of the real property described on Exhibit D (the "Annexable Property") to this Declaration upon approval of at least sixty-seven percent (67%) of the votes in the Association as calculated pursuant to Sections 4.1 and 17.1.2; provided, however, that any proposed annexation by the Association shall require the prior written approval of Declarant if Declarant then has the right to annex any Expansion Property or other property pursuant to Sections 15.1 or 15.2. If any Annexable Property that the Association proposes to annex pursuant to this Section 16.1 is not then owned by the Association, such property shall not be annexed to this Declaration without the consent of the owner(s) of such property. Such annexation shall be effected, if at all, by recording in the Real Estate Records of El Paso County an instrument evidencing such annexation, which instrument shall provide for annexation to this Declaration of the Annexable Property described therein, shall state the name(s) of the owner(s) of the Units thereby created, shall assign an identifying number to each new Unit (which, with respect to platted lots, may be the same identification number stated on the Plat, shall reallocate the Allocated Interests among all Units, pursuant to the provisions of Section 17.2, and may include such other provisions as the Executive Board deems appropriate and are consented to by the owner(s) of the property to be annexed. Subject to the approval of the Executive Board, Annexable Property that is annexed pursuant to this Section 16.1, may: (a) include or be treated as one or more Development Parcels; and (b) be used for the construction, occupancy, use and enjoyment of single-family, duplex, townhome or condominium residences, and Residential Dwellings within Lots for which the Association provides no maintenance, as well as Residential Dwellings located withinLots within which the Association is responsible for some or all the maintenance, replacement and enhancements of certain Improvements. Upon the recording of such instrument, the property annexed shall be subject to this Declaration and part of the Real Estate. To the extent that any real property described on Exhibit D is also described on Exhibit C, then nothing in this Section 16.1 shall in any way limit, restrict or alter Declarant's rights with respect to that real property set forth in Article 14 and Article 15 above (including, without limitation, Declarant's right to add such real property to the Real Estate pursuant to Section 15.1).

Section 16.2 Technical, Clerical, Typographical or Clarification Amendment. If either the Declarant or the Executive Board shall determine that any amendments to this Declaration or
to the Plat shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement or conflicting statement, then the Declarant shall have the right and power to make and execute any such amendment during the Period of Declarant Control, and thereafter the Executive Board shall have the right and power to make and execute any such amendments, without obtaining the approval of any Owners.

Section 16.3 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of others, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be changed or repealed, and any such provision added to this Declaration at any time and from time to time upon approval of at least sixty-seven percent (67%) of the votes in the Association as calculated pursuant to Sections 4.1 and 17.1.2; provided, however, that any proposed amendment to this Declaration which affects any right of Declarant or which amends or repeals all or any part of Article 18 shall require the prior written approval of Declarant, in addition to the approval requirements otherwise set forth herein.

Section 16.4 Recording of Amendments. To be effective, all amendments to, or termination of, this Declaration must be recorded in the office of the Clerk and Recorder of El Paso County, Colorado, and must contain evidence of approval thereof. One method of satisfying the requirements of this section is the recordation of a certificate of the Secretary of the Association, certifying that Owners representing the requisite percentage of the Units have given their written consent to the amendment or termination. The Secretary must further certify that originals of such written consent by Owners (which may be in electronic form) along with the recorded amendment are in the corporate records of the Association and available for inspection. No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one (1) year after the amendment is recorded.

Section 16.5 Unanimous Consent Required for Certain Amendments. Except as otherwise provided in Article 15 and Article 18 of this Declaration, no amendment may change the formulas for determining Allocated Interests as set forth in Section 17.1 below, in the absence of unanimous consent of the Owners.

Section 16.6 Expenses. All expenses associated with preparing and recording an amendment to the Declaration shall be the sole responsibility of the Declarant in the case of an amendment pursuant to the exercise of Development Rights, and in all other cases, by the Association as a Common Expense.

Section 16.7 Termination. The Common Interest Community may be terminated upon an affirmative vote of the Owners holding 90% of the votes in the Association from time to time, and in accordance with Section 38-33.3-218 of the Act.

ARTICLE 17
ALLOCATED INTERESTS

Section 17.1 Formula for Determining Allocated Interests. The Common Expenses and the votes in the Association shall be allocated to each Unit, provided that the Common Expenses for Development Parcels shall be assessed at a lower rate than the rate charged to Units that are
not Development Parcels, on the basis that the Development Parcels, being undeveloped and therefore using little or no services budgeted under the annual budget for the Association, should only bear a portion of the annual expenses of the maintenance and expenses incurred by the Association, with the formula described in this Section 17.1 being deemed a reasonable estimate of the maximum percentage of the annual expenses of the Association utilized by the Development Parcels. The interests allocated to each Unit have been and shall be calculated as follows:

17.1.1 the percentage of liability for Common Expenses: on the basis of a fraction, the numerator is the number of votes allocated to the Unit pursuant to this Declaration and the denominator is the total number of votes allocated to all Units within the Community; provided, however, that in the event that Development Parcel(s) are then annexed to the Association, the percentage liability of each Development Parcel shall be twenty-five percent (25%) of the percentage liability that would have resulted from application of the above formula, with any remaining percentage liability allocated among Units that are not Development Parcels on an equal basis; plus the Unit’s share of Common Expenses associated with all Limited Common Elements allocated to that Unit determined in accordance with Section 7.3 above; and

17.1.2 the number of votes in the Association: one vote in the affairs of the Association and the Community is allocated to each Unit, other than a Development Parcel. In no event shall a vote be split in any manner, and all votes shall be cast in accordance with the Bylaws. Notwithstanding anything to the contrary in the Declaration or any other document, the number of votes each Development Parcel is entitled to cast shall be the maximum number of Units that may be created on a Development Parcel, as stated in the Supplemental Declaration so annexing the Development Parcel.

Section 17.2 Reallocation. When Units are withdrawn from, or added to, the Community, pursuant to the provisions of this Declaration and the Act, the formula set forth in Section 17.1 above shall be used to reallocate the Allocated Interests.

ARTICLE 18
ALTERNATIVE DISPUTE RESOLUTION

Section 18.1 Agreement to Avoid Litigation. The Declarant, the Association, their respective officers, directors and committee members, all persons subject to this Declaration, and any person not otherwise subject to this Article (collectively, “Bound Parties”) agree to encourage the amicable resolution of disputes involving the Community, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described herein (“Claims”) shall be resolved using the procedures set forth below prior to filing suit in any court, and the procedures set forth in this Article 18 shall be a jurisdictional prerequisite to the filing of any action at law or in equity, in any court whatsoever, with respect to all Claims except those expressly identified in Section 18.2 and not being subject to the provisions of this Article 18 and with respect to CDARA Claims (defined in Section 18.4), which are subject to the provisions of Sections 18.4, 18.5, 18.6 and 18.7, but are not subject to the provisions of Sections 18.2 and 18.3.
Section 18.2 Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Real Estate shall be subject to the provisions of this Article 18.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of this Article 18:

18.2.1 Any suit by the Association against any Bound Party to enforce the provisions of Article 7 (Assessments).

18.2.2 Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the architectural standards and use restrictions and rules;

18.2.3 Any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

18.2.4 Any suit in which any indispensable party is not a Bound Party; and

18.2.5 Any suit as to which any applicable statute of limitations would expire within 180 days of giving the notice required below.

With the consent of all parties thereto, any of the matters described in Sections 18.2.1, 18.2.2, 18.2.3, 18.2.4, and 18.2.5. may be submitted to the alternative dispute resolution procedures set forth below without complying with the provisions of this Section 18.2.

Section 18.3 Mandatory Procedures.

18.3.1 Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties" and individually a "Party") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

18.3.1.1 The nature of the Claim, including the Persons involved and Respondent's role in the Claim;

18.3.1.2 The factual and legal basis of the Claim (i.e., the specific facts upon which the Claimant claims that each Respondent has legal liability to the Claimant and the specific legal authority out of which the Claim arises);

18.3.1.3 Claimant's proposed remedy; and

18.3.1.4 That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

18.3.2 Negotiation and Mediation.
18.3.2.1 The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Executive Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

18.3.2.2 If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of a reputable and knowledgeable mediation group providing such services in El Paso County, or, if the Parties otherwise agree, to an independent agency or organization providing dispute resolution services in the El Paso County, Colorado, area.

18.3.2.3 If Claimant does not submit a claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant.

18.3.2.4 Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date by which the mediation was to have been completed.

18.3.2.5 Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

18.3.3 Final and Binding Arbitration.

18.3.3.1 If the Parties do not agree in writing to a settlement of the Claim within fifteen (15) days after the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to final and binding arbitration and such arbitration shall be the exclusive method and forum for resolution of all the Claim. Such arbitration shall be conducted by the American Arbitration Association (AAA), before a single arbitrator, under, and in accordance with, the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise mutually agreed by the parties to the arbitration, the arbitrator shall be a neutral third party that has at least ten (10) years experience in the subject matter of the dispute and has previous experience serving as an arbitrator. No person shall serve as the arbitrator where that person has any financial or personal interest in the result of the arbitration. Any person designated as an arbitrator shall immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Arbitrator Disclosure"). If either
Claimant or Respondent objects to the service of any arbitrator within fourteen (14) days after receipt of that Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner in which that arbitrator was selected. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons other than Claimant.

18.3.3.2 This subsection 18.3.3 is an irrevocable agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the “Award”) shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado; provided, however, each party shall have the right to appeal a decision by the arbitrator as to a matter of law only to the District Court located in El Paso County, Colorado.

18.3.4 Allocation of Costs of Resolving Claims.

18.3.4.1 Subject to 18.3.4.2 below, each Party shall bear its own costs, including any attorneys' fees incurred, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting any subsequent proceedings (“Post Mediation Costs”).

18.3.4.2 Any award of a court which is final and subject to no further right of appeal (the “Award”), which is equal to or more favorable to Claimant than Claimant’s Settlement Demand, shall add Claimant's Post Mediation costs to the Award, such costs to be borne equally by all Respondents. Any Award, which is equal to or less favorable to Claimant than any Respondent’s Settlement Offer, shall award to such Respondent its Post Mediation Costs.

Section 18.4 CDARA Claims. Notwithstanding the foregoing, any claim or action (a “CDARA Claim”) governed by the provisions of C.R.S. 13-20-806(7) of the Colorado Construction Defect Action Reform Act (“CDARA”) shall be subject to the procedures set forth in CDARA and shall not be subject to the dispute resolution procedures set forth in Sections 18.2 and 18.3. Nevertheless, all Bound Parties shall be subject to the provisions of Sections 18.4, 18.5 and 18.6, which are in addition to, and do not supersede or waive any mandatory provisions of CDARA. The provisions of Sections 18.4, 18.5 and 18.6 shall not otherwise be construed or applied in a manner that would constitute a waiver of, or limitation on, the legal rights, remedies or damages of residential property owners under CDARA in a proceeding brought against a construction professional to assert a claim for damage or loss caused by a construction defect, or on the ability to enforce such legal rights, remedies, or damages within the time provided by applicable Colorado statutes of limitation or repose, except to the fullest extent such waiver or limitation, if any, is permitted by CDARA or other applicable law.

18.4.1 Any Bound Party having a CDARA Claim (the “CDARA Claimant”) against any other Bound Party (the “CDARA Respondent”) (collectively, the “CDARA Parties” and individually, a “CDARA Party”) shall notify each CDARA Respondent in writing (the “CDARA Notice”), stating plainly and concisely:
18.4.1.1 The nature of the CDARA Claim, including the Persons involved and each CDARA Respondent's role in the CDARA Claim;

18.4.1.2 The factual and legal basis of the CDARA Claim (i.e., the specific facts upon which the CDARA Claimant claims that each CDARA Respondent has legal liability to the CDARA Claimant and the specific legal authority out of which the CDARA Claim arises);

18.4.1.3 The CDARA Claimant's proposed remedy; and

18.4.1.4 That the CDARA Claimant will meet with the CDARA Respondent(s) to discuss in good faith ways to resolve the CDARA Claim.

18.4.2 The CDARA Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the CDARA Claim by good faith negotiation. If requested in writing, accompanied by a copy of the CDARA Notice, the Executive Board may appoint a representative to assist the CDARA Parties in resolving the dispute by negotiation.

18.4.3 If the CDARA Parties do not resolve the CDARA Claim within thirty (30) days of the date of the CDARA Notice (or within such other period as may be agreed upon by the CDARA Parties) ("Termination of CDARA Negotiations"), the CDARA Claimant shall, within thirty (30) days after Termination of CDARA Negotiations, submit the CDARA Claim to mediation under the auspices of a reputable and knowledgeable mediation group providing such services in El Paso County, or, if the CDARA Parties otherwise agree, to an independent agency or organization providing dispute resolution services in the El Paso County, Colorado area.

18.4.4 Any settlement of the CDARA Claim through mediation shall be documented in writing by the mediator. If the CDARA Parties do not settle the CDARA Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of CDARA Mediation"). The Termination of CDARA Mediation notice shall set forth that the CDARA Parties are at an impasse and the date by which the mediation was to have been completed. If the CDARA Parties do not agree in writing to a settlement of the CDARA Claim within fifteen (15) days after the Termination of CDARA Mediation, the CDARA Claimant shall, if it desires to pursue the matter, submit the CDARA Claim to final and binding arbitration.

18.4.5 All CDARA Claims must be submitted to final and binding arbitration (unless sooner resolved by the CDARA Parties) and such arbitration shall be the exclusive method and forum for resolution of all CDARA Claims, whether or not the CDARA Parties have complied with the foregoing provisions of Section 18.4. Such arbitration shall be conducted by: the American Arbitration Association (AAA), before a single arbitrator, under, and in accordance with, the Construction Industry Arbitration Rules of the American Arbitration Association, except that, at the option of either the CDARA Claimant or any CDARA Respondent, the Expedited Home Construction Arbitration Rules of the AAA shall apply to the resolution of all CDARA Claims. Unless otherwise mutually agreed by the parties to the arbitration, the arbitrator shall be a neutral third party that has at least ten (10) years experience in the subject matter of the dispute and has previous experience serving as an arbitrator. No
person shall serve as the arbitrator where that person has any financial or personal interest in the result of the arbitration. Any person designated as an arbitrator shall immediately disclose in writing to all CDARA Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the outcome of the arbitration (“CDARA Arbitrator Disclosure”). If either the CDARA Claimant or any CDARA Respondent objects to the service of any arbitrator within fourteen (14) days after receipt of that CDARA Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner in which that arbitrator was selected. If possible, the CDARA Parties and the arbitrator shall inspect the applicable Unit or Common Elements and claimed defects. To the fullest extent permitted by applicable law (but not otherwise), if a CDARA Claim is not timely submitted to arbitration or if the CDARA Claimant fails to appear for the arbitration proceeding, the CDARA Claim shall be deemed abandoned, and the CDARA Respondent(s) shall be released and discharged from any and all liability to the CDARA Claimant arising out of such CDARA Claim; provided, nothing herein shall release or discharge the CDARA Respondent from any liability to persons other than the CDARA Claimant, or anyone claiming by, through or under the CDARA Claimant.

18.4.6 Section 18.4.5 is an irrevocable agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado; provided, however, each party shall have the right to appeal a decision by the arbitrator as to a matter of law only to the District Court located in El Paso County, Colorado.

Section 18.5 Claim for Damages. Damages alleged or awarded in connection with a Claim or a CDARA Claim shall be limited to actual damages, unless otherwise expressly required by the mandatory provisions of an applicable statute. No punitive, incidental, consequential or other damages shall be claimed or awarded, and any claims for punitive, incidental, consequential or other damages are waived by all Bound Parties.

Section 18.6 Provisions Applicable to Arbitration Proceedings. In any arbitration proceeding required by Section 18.3.3 or Section 18.4, the arbitrator may issue one or more interim awards in addition to a final award. The arbitrator may grant injunctive relief, including provisional, temporary, preliminary, permanent, and mandatory injunctive relief, in order to protect the rights of each party, but shall not be limited to such relief. The arbitrator shall have the power and authority to impose sanctions and to take other actions with regard to the CDARA Parties to the same extent that a judge could pursuant to the Colorado Rules of Civil Procedure. The arbitrator shall determine all issues concerning the scope and enforceability of the applicable arbitration provision set forth in this Declaration and associated “questions of arbitrability” including all questions of substantive arbitrability and procedural arbitrability.

18.6.1 Final resolution of any Claim or any CDARA Claim through arbitration may include any remedy or relief which the arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes; provided, that it is expressly agreed that the arbitrator shall have no authority to award (and the CDARA Parties hereby waive their right, if any, to seek or recover) special, secondary, consequential, incidental, punitive, or exemplary damages (including treble damages or damages based upon any other multiplier); damages for mental anguish or emotional distress; damages for pain or suffering;
damages based on a claimed diminution in the value of a Unit even if Declarant has been advised of the possibility of such damages; and damages for noneconomic loss or injury or for derivative economic loss or injury.

18.6.2 All pleadings, proceedings, and information exchanged or disclosed in the arbitration, and the existence, content, or result thereof, shall be treated as confidential and shall not be disclosed by the parties except (i) as necessary in connection with the prosecution or defense of the arbitration, (ii) to protect or assert a right provided by law, or (iii) to comply with an obligation imposed by law. The arbitrator shall have the power to implement and enforce this agreement concerning confidentiality by appropriate order.

18.6.3 Hearings shall begin within 120 days following the filing of the Claim or the CDARA Claim with the AAA, and all hearings shall conclude within 150 days following the filing of the Claim or the CDARA Claim with the AAA. The arbitrator shall have the authority to the extent practicable to take any action to enforce such time limitations and to require the arbitration proceeding to be completed and the arbitrator’s award issued within 180 days following the filing of the Claim or CDARA Claim with the AAA. The arbitrator shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the arbitrator, including the sanction of summarily dismissing any Claim or CDARA Claim or defense with prejudice. Provided, that any time periods set forth herein are agreed to be directive, and not mandatory or jurisdictional (and time shall not be the essence thereof), and upon a determination by the arbitrator that no party would suffer prejudice thereby, the arbitrator may in the arbitrator’s sole discretion extend any such time periods to enable the arbitrator to conduct hearings, issue the arbitrator’s award, conduct post-hearing presentations, or for any other purpose determined by the arbitrator in the arbitrator’s sole discretion.

18.6.4 Discovery will be permitted in accordance with the arbitration rules, except to the extent inconsistent with the provisions hereof. All discovery shall be expressly limited to matters directly relevant to the Claim or CDARA Claim being arbitrated and must be completed no later than the first to occur of 20 days before the first hearing date or within 100 days following the filing of the Claim or CDARA Claim with the AAA. Consistent with the expedited nature of arbitration, each party will provide the other with copies of all non-privileged documents relevant to the issues raised by any claim or counterclaim, including copies of all documents in their possession or control on which they rely in support of their position or which they intend to introduce as exhibits at the arbitration hearing. In addition, each party will provide the other with the names of all persons who it may call as witnesses or experts to testify at the arbitration hearing, and each party may take one deposition of an opposing party or a person under the opposing party’s control. The time, place, and duration of each deposition shall be agreed to by the parties or determined by the arbitrator if the parties cannot agree. Consistent with the expedited nature of discovery and upon a showing of good cause, other discovery, including discovery by depositions or interrogatories, may be ordered by the arbitrator to the extent the arbitrator deems such additional discovery relevant and appropriate, and any dispute regarding discovery, including disputes as to the need therefor or the relevance or scope thereof, shall be determined by the arbitrator, which determination shall be conclusive. The parties explicitly agree that exclusion of evidence by the arbitrator on grounds of irrelevance, redundancy, or other grounds, or the refusal of the arbitrator to hold a hearing otherwise
requested by a party, shall not be grounds for failure to confirm and enforce the arbitrator’s award. Unless directed by the arbitrator, there will be no post-hearing briefs.

18.6.5 At the conclusion of the arbitration, the arbitrator shall issue a written decision that sets forth an explanation of the reasons for the award, which explanation may be limited to the extent necessary to support the award and need not attempt to cover all issues raised by the parties. Any award or relief granted by the arbitrator hereunder shall be final and binding on the parties thereto and shall be non-appealable, except as expressly provided in Article 18, and may be entered as a judgment or order in any court of competent jurisdiction, and may be enforced by any court of competent jurisdiction. Notwithstanding any federal or state common law rule to the contrary, so-called “manifest disregard for the law” or similar ground shall not operate as implied grounds for vacating any award of the arbitrator.

18.6.6 The arbitrator shall award to the prevailing party in any such arbitration such party’s reasonable Fees and Costs incurred by it in connection with resolution of the Claim or the CDARA Claim, in addition to any other relief granted, subject to any limitation on the amount of fees awarded that may be set forth in CDARA. For these purposes, “Fees and Costs” includes (i) reasonable attorneys’ fees and costs (including those of paralegals and other billable support staff), other legal fees and costs, electronic legal research fees and costs, the fees and costs of witnesses, accountants, experts, and other professionals, and all other filing and forum costs incurred in the arbitration; (ii) all of the foregoing whether incurred prior to or subsequent to the initiation of arbitration; and (iii) all such fees and costs incurred in obtaining provisional relief. It is understood that certain time entries that may appear in the billing records of such party’s legal counsel may be redacted to protect attorney-client or work-product privilege, and this shall not prevent recovery for the associated billings (and if necessary, the arbitrator may require that such records be submitted to the arbitrator for in camera review by the arbitrator and/or that such redacted billing records be supported or verified by an affidavit of legal counsel). Likewise, electronic legal research fees and costs shall be awarded as provided above, and if necessary to determine the scope of such research and its relevance to the Claim or CDARA Claim or other action while at the same time protecting any attorney-client or work-product privilege that might be compromised by a disclosure thereof to any other party, the arbitrator may require that supporting records be submitted for in camera review by the arbitrator and/or that a supporting or verifying affidavit of legal counsel be submitted to the arbitrator. The arbitrator may also award pre-award and post-award interest on any award to the extent only provided by Colorado law applicable to pre-judgment and post-judgment interest.

18.6.7 Upon the application of any party, the arbitrator shall have the authority to modify or supplement any award for the purpose of clarifying the same (such as to correct mathematical or typographical errors, to resolve patent ambiguities or inconsistencies, or to address similar corrective matters as may be determined by the arbitrator to fall within the scope of this sentence).

18.6.8 If any provision or restriction of Article 18 or the application thereof to any person or circumstance shall for any reason and to any extent be determined to be invalid or unenforceable, the remainder of the provisions and restrictions of Article 18 and the application thereof to other persons or circumstances shall not be affected thereby, but rather shall be
enforced to the greatest extent permitted by law and shall be interpreted and applied so as to give maximum legal effect to the agreement of the parties as originally contemplated.

18.6.9 ALL BOUND PARTIES ACKNOWLEDGE AND AGREE THAT PURSUANT TO ARTICLE 18 THEY ARE WAIVING ANY RIGHTS TO TRIAL, INCLUDING TRIAL BY JURY IN A COURT OF LAW, IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST THE OTHER IN CONNECTION WITH ANY CLAIM OR CDARA CLAIM.

Section 18.7 Changes to Article 18 Require Declarant’s Consent. THE PROVISIONS OF ARTICLE 18 MAY NOT BE AMENDED, MODIFIED, REVOKED, DELETED OR LIMITED WITHOUT THE WRITTEN CONSENT OF DECLARANT IN EACH INSTANCE, IN ADDITION TO SATISFACTION OF THE REQUIREMENTS OF SECTION 16.3, AND ANY PURPORTED AMENDMENT, MODIFICATION, REVOCAITON, DELETION OR LIMITATION WITHOUT THE WRITTEN CONSENT OF DECLARANT SHALL BE NULL AND VOID AND OF NO EFFECT.

ARTICLE 19
GENERAL PROVISIONS

Section 19.1 Rights Transferable/Rights Transferred. Any rights created or reserved under this Declaration or the Act for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred recorded in the office of the Clerk and Recorder of El Paso County, Colorado. Such instrument shall be executed by the transferor and the transferee. Except as otherwise provided by the Act, the rights transferred may be then exercised in compliance with the requirements of C.R.S. 38-33.3-210 and C.R.S. 38-33.3-209(6) without the consent of the Association or any Owner.

Section 19.2 Attorneys’ Fees. If an Owner or Related User fails to comply with any provision of the Governing Documents or with the Act, the Association or any person or class of persons adversely affected by the failure to comply may require reimbursement for collection costs and reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. For each claim, including but not limited to counterclaims, cross-claims, and third-party claims, in any legal proceeding to enforce provisions of the Act or the Governing Documents, the court shall award to the party prevailing on such claim the prevailing party’s reasonable collection costs and attorney fees and costs incurred in asserting or defending the claim. Provided, however, in all instances the court shall award the Association its fees and costs incurred in recovering Assessments, pursuant to Section 7.3 above.

Section 19.3 Severability. Should any part or parts of the Declaration be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining provisions.

Section 19.4 Repeal of the Act. In the event that the Act is repealed, the provisions of the Act in effect immediately before its repeal shall control this Declaration.
Section 19.5  **Section Headings.**  The section headings in this instrument are for convenience only and shall not be construed to be a part of the provisions contained herein or to limit the contents of any paragraph.

Section 19.6  **Registration by Owner of Mailing Address and Notice.**  Each Owner shall register his/her mailing address with the Association.  All notices or demands affecting the Planned Community may be served upon an Owner by the Association or by other Owners by regular United States Mail, postage prepaid, or by reputable overnight courier, addressed in the name of the Owner at such registered mailing address, or by personal service.  All notices or demands intended to be served upon the Association shall be sent by certified United States Mail, postage prepaid, return receipt requested, to the address of the Association as designated in the Articles of Incorporation and Bylaws of the Association or served by personal service on the Association's registered agent for service or President.

Section 19.7  **Gender.**  Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 19.8  **Applicable Law.**  This Declaration is filed in the records of El Paso County, Colorado and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Declaration shall be in the District Court for El Paso County, Colorado.  The interpretation of this Declaration shall be governed by the laws of the State of Colorado.

Section 19.9  **Binding Agreement.**  This Declaration shall be binding upon all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of the Association, the Declarant and each Owner.

Section 19.10  **Reference to Ownership Interests.**  Whenever in this Declaration or in the Articles of Incorporation or Bylaws of the Association reference is made to a specific percentage interest of Owners, such reference shall be deemed to mean such percentage of the total aggregate Allocated Interests of such Owners, unless the context otherwise requires, and shall not be deemed to mean a percentage of Owners by number of individual persons, partnerships, corporations or other entities.

Section 19.11 **Non-Dedication of Common Elements.**  Declarant, in recording the Plat and this Declaration, has designated certain areas of land as Common Elements intended for the common use and enjoyment of Owners for recreation and other related activities. The Common Elements owned by the Association are not dedicated hereby for use by the general public.

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Dated this 1st day of December, 2011.

DECLARANT:

GARDEN OF THE GODS CLUB LLC,
a Colorado limited liability company

By: SUNRISE GGC MANAGEMENT LLC,
a Colorado limited liability company,
as managing member

By: 
Dirk Gosda, President

STATE OF COLORADO )
COUNTY OF EL PASO ) ss.

The foregoing instrument was acknowledged before me this 27th day of April, 2011, by Dirk Gosda, as President of Sunrise GGC Management LLC, a Colorado limited liability company, managing member of Garden of the Gods Club LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: July 25, 2013

Notary Public

ALAN FOX
Notary Public
State of Colorado
ASSOCIATION CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Garden of the Gods Club Property Owners Association f/k/a/ Cathedral Ridge Property Owners Association, a Colorado nonprofit corporation; and

That the foregoing Amended and Restated Declaration for Garden of the Gods Club, was duly approved by the Executive Board of the Association by written action dated December 1, 2011, and by more than sixty-seven percent (67%) of the votes in the Association pursuant to votes cast at a meeting of the Owners duly called for that purpose, at which a quorum was present, held on December 1, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of December, 2011.

[Signature]

Secretary
EXHIBIT A

INITIAL REAL ESTATE

Lots 1 through 12, Gateway Vista Filing No. 10, according to the plat thereof recorded on February 27, 2002, at Reception No. 202032594, County of El Paso, State of Colorado, including all notes and easements on said Plat, and all supplements, amendments and additions thereto.
EXHIBIT B

INITIAL COMMON ELEMENTS

Tracts A, B, C and D, Gateway Vista Filing No. 10, according to the plat thereof recorded on February 27, 2002 at Reception No. 202032594, County of El Paso, State of Colorado, including all notes and easements on said Plat, and all supplements, amendments and additions thereto.

Sidewalks, landscaping and other improvements located between the Real Estate (including the Expansion Property) and the curb and gutter portion of Mesa Road fronting along it.
EXHIBIT C

EXPANSION PROPERTY

PARCELS KC-17, KC-18 AND KC-20:

A TRACT OF LAND IN A PORTION OF THE WEST HALF (W1/2) OF SECTION 35 AND IN A
PORTION OF THE EAST HALF (E1/2) OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 67 WEST
OF THE 6TH P.M., CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF
COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, GATEWAY VISTA FILING NO. 10 AS
RECORDED UNDER RECEPTION NO. 202032594 OF THE RECORDS OF SAID EL PASO
COUNTY, THE FOLLOWING TWELVE (12) COURSES ARE ON THE WESTERLY AND
SOUTHERLY BOUNDARY LINE OF SAID GATEWAY VISTA FILING NO. 10; THENCE: 1) S 04
DEGREES 33 MINUTES 03 SECONDS E A DISTANCE OF 336.00 FEET; 2) S 16 DEGREES 48
MINUTES 55 MINUTES E A DISTANCE OF 606.99 FEET; 3) S 46 DEGREES 01 MINUTES 23
SECONDS E A DISTANCE OF 483.93 FEET; 4) S 15 DEGREES 25 MINUTES 08 SECONDS W A
DISTANCE OF 398.46 FEET; 5) S 05 DEGREES 42 MINUTES 43 MINUTES E A DISTANCE
OF 90.00 FEET; 6) S 86 DEGREES 54 MINUTES 58 SECONDS E A DISTANCE OF 232.66 FEET; 7) S
05 DEGREES 42 MINUTES 35 SECONDS E A DISTANCE OF 100.09 FEET; 8) N 72 DEGREES 32
MINUTES 21 SECONDS E A DISTANCE OF 273.43 FEET TO A POINT ON A CURVE ON THE
SOUTHERLY RIGHT-WAY OF TREELINE VIEW AS DESCRIBED IN SAID GATEWAY
VISTA FILING NO. 10; 9) ON SAID SOUTHERLY RIGHT-WAY LINE ON A CURVE TO THE
LEFT HAVING A CENTRAL ANGLE OF 73 DEGREES 07 MINUTES 02 SECONDS, A RADIUS OF
200.00 FEET FOR AN ARC DISTANCE OF 255.23, FEET, WHOSE CHORD BEARS S 70 DEGREES
49 MINUTES 03 SECONDS E; 10) N 72 DEGREES 37 MINUTES 25 SECONDS E ON SAID
SOUTHERLY RIGHT-WAY LINE, A DISTANCE OF 107.84 FEET; 11) S 17 DEGREES 22
MINUTES 35 SECONDS E ON SAID SOUTHERLY RIGHT-WAY LINE, A DISTANCE OF 5.00
FEET; 12) S 62 DEGREES 22 MINUTES 35 SECONDS E ON SAID SOUTHERLY RIGHT-WAY
LINE, A DISTANCE OF 71.07 FEET TO THE MOST SOUTHERLY CORNER OF TRACT A OF
SAID GATEWAY VISTA FILING NO. 10; THENCE S 00 DEGREES 03 MINUTES 08 SECONDS W
ON THE EAST BOUNDARY LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2
SW1/4) OF SAID SECTION 35, A DISTANCE OF 1272.94 FEET TO THE SOUTHEAST CORNER
OF SAID W1/2 SW1/4; THENCE S 89 DEGREES 23 MINUTES 13 SECONDS W ON THE SOUTH
BOUNDARY LINE OF SAID W1/2 SW1/4, A DISTANCE OF 839.35 FEET TO A POINT ONE
HUNDRED FIVE (105) FEET EASTERLY OF THE CENTERLINE OF THIRTIETH STREET AS
BUILT, AS MEASURED PERPENDICULAR THERETO, THE FOLLOWING TWELVE (12)
COURSES ARE PARALLEL WITH AND ONE HUNDRED FIVE (105) FEET EASTERLY OF SAID
CENTERLINE AS MEASURED PERPENDICULARLY THERETO; THENCE: 1) N 11 DEGREES 52
MINUTES 53 SECONDS W A DISTANCE OF 169.92 FEET TO A POINT OF CURVE; 2) ON A
CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 13 MINUTES 57
SECONDS, A RADIUS OF 1170.00 FEET FOR AN ARC DISTANCE OF 188.53 FEET, WHOSE
CHORD BEARS N 16 DEGREES 29 MINUTES 51 SECONDS W TO A POINT OF COMPOUND
CURVE; 3) A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 50
MINUTES 18 SECONDS, A RADIUS OF 1005.00 FEET FOR AN ARC DISTANCE OF 102.41 FEET,
WHOSE CHORD BEARS N 24 DEGREES 01 MINUTES 59 SECONDS W; 4) N 26 DEGREES 57
MINUTES 08 SECONDS W A DISTANCE OF 180.47 FEET TO A POINT OF CURVE; 5) ON A
CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14 DEGREES 00 MINUTES 09
SECONDS, A RADIUS OF 745.00 FEET FOR AN ARC DISTANCE OF 182.07 FEET WHOSE
CHORD BEARS N 19 DEGREES 57 MINUTES 03 SECONDS W; 6) N 12 DEGREES 56 MINUTES 59 SECONDS W A DISTANCE OF 17.32 FEET TO A POINT OF CURVE; 7) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08 DEGREES 25 MINUTES 22 SECONDS, A RADIUS OF 1095.00 FEET FOR AN ARC DISTANCE OF 160.97 FEET, WHOSE CHORD BEARS N 08 DEGREES 44 MINUTES 18 SECONDS W; 8) N 04 DEGREES 31 MINUTES 37 SECONDS W A DISTANCE OF 218.08 FEET TO A POINT OF CURVE; 9) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 35 MINUTES 31 SECONDS, A RADIUS OF 2605.00 FEET FOR AN ARC DISTANCE OF 527.03 FEET, WHOSE CHORD BEARS N 10 DEGREES 19 MINUTES 23 SECONDS W; 10) N 16 DEGREES 07 MINUTES 08 SECONDS W A DISTANCE OF 413.21 FEET TO A POINT OF CURVE; 11) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08 DEGREES 17 MINUTES 58 SECONDS, A RADIUS OF 1895.00 FEET FOR AN ARC DISTANCE OF 274.50 FEET, WHOSE CHORD BEARS S 11 DEGREES 58 MINUTES 09 SECONDS W; 12) N 07 DEGREES 49 MINUTES 10 SECONDS W A DISTANCE OF 756.41 FEET; THENCE N 82 DEGREES 22 MINUTES 56 SECONDS E A DISTANCE OF 181.27 FEET TO THE POINT OF BEGINNING.

FOR INFORMATION ONLY: ASSESSOR PARCEL #S 73353-00-020; 73353-00-022; 73353-00-024

PARCEL KC-19:

A TRACT OF LAND IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW1/4) OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT C, GATEWAY VISTA FILING NO. 10 AS RECORDED UNDER RECEPTION NO. 202032594 OF THE RECORDS OF SAID EL PASO COUNTY, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MESA ROAD AS DESCRIBED IN BOOK 1816 AT PAGE 496 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE S 14 DEGREES 56 MINUTES 14 MINUTES E ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 605.89 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF TREELINE VIEW, A PRIVATE RIGHT OF WAY AS DESCRIBED IN SAID GATEWAY VISTA FILING NO. 10, THE FOLLOWING TEN (10) COURSES ARE ON THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID TREELINE VIEW; THENCE: 1) S 27 DEGREES 37 MINUTES 25 SECONDS W A DISTANCE OF 73.85 FEET; 2) S 17 DEGREES 22 MINUTES 35 SECONDS E A DISTANCE OF 10.00 FEET; 3) S 72 DEGREES 37 MINUTES 25 SECONDS W A DISTANCE OF 107.84 FEET TO A POINT OF CURVE; 4) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 83 DEGREES 14 MINUTES 46 SECONDS, A RADIUS OF 150.00 FEET FOR AN ARC DISTANCE OF 217.94 FEET, WHOSE CHORD BEARS N 65 DEGREES 45 MINUTES 11 SECONDS W TO A POINT OF REVERSE CURVE; 5) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 51 MINUTES 30 SECONDS, A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 145.87 FEET, WHOSE CHORD BEARS N 38 DEGREES 03 MINUTES 33 SECONDS W TO A POINT OF REVERSE CURVE; 6) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 63 DEGREES 03 MINUTES 32 SECONDS, A RADIUS OF 220.00 FEET FOR AN ARC DISTANCE OF 242.13 FEET, WHOSE CHORD BEARS N 20 DEGREES 27 MINUTES 32 SECONDS W; 7) N 11 DEGREES 04 MINUTES 14 SECONDS E A DISTANCE OF 85.72 FEET TO A POINT OF CURVE; 8) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21 DEGREES 01 MINUTES 13 SECONDS, A RADIUS OF 250.00 FEET FOR AN ARC DISTANCE OF 91.72 FEET, WHOSE CHORD BEARS N 00 DEGREES 33 MINUTES 37 SECONDS E; 9) 09 DEGREES 56 MINUTES 59 SECONDS W A DISTANCE OF 77.65 FEET TO A POINT OF CURVE; 10) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17 DEGREES 27 MINUTES 43 SECONDS, A RADIUS OF 64.00 FEET FOR AN ARC DISTANCE OF 19.51 FEET, WHOSE CHORD BEARS N 01 DEGREES 13 MINUTES 07 SECONDS W TO THE
SOUTHERLY RIGHT-OF-WAY LINE OF STATELY VIEW, A PRIVATE RIGHT OF WAY AS DESCRIBED IN SAID GATEWAY VISTA FILING NO. 10, THE FOLLOWING TWO (2) COURSES ARE ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE: 1) N 35 DEGREES 49 MINUTES 27 SECONDS E A DISTANCE OF 94.57 FEET; 2) N 75 DEGREES 03 MINUTES 42 SECONDS E A DISTANCE OF 125.15 FEET TO THE NORTHWEST CORNER OF SAID TRACT C, THE FOLLOWING TWO (2) COURSES ARE ON THE WESTERLY AND SOUTHWESTERLY BOUNDARY LINES OF SAID TRACT C; THENCE: 1) S 14 DEGREES 56 MINUTES 18 SECONDS E A DISTANCE OF 15.00 FEET; 2) S 59 DEGREES 56 MINUTES 18 SECONDS E A DISTANCE OF 168.11 FEET TO THE POINT OF BEGINNING.

FOR INFORMATION ONLY: ASSESSOR PARCEL #73353-00-023

PARCEL KC-21:

A TRACT OF LAND IN A PORTION OF THE WEST HALF (W/2) OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, GATEWAY VISTA FILING NO. 10 AS RECORDED UNDER RECEPTION NO. 202032594 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE N 76 DEGREES 39 MINUTES 38 SECONDS E A DISTANCE OF 586.71 FEET TO A POINT ON A CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF MESA ROAD AS DESCRIBED IN BOOK 1814 AT PAGE 496 OF THE RECORDS OF SAID EL PASO COUNTY, THE FOLLOWING THREE (3) COURSES ARE ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE: 1) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 34 MINUTES 19 SECONDS, A RADIUS OF 915.40 FEET FOR AN ARC DISTANCE OF 41.09 FEET, WHOSE CHORD BEARS S 03 DEGREES 31 MINUTES 43 SECONDS E TO A POINT OF REVERSE CURVE; 2) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 41 MINUTES 41 SECONDS, A RADIUS OF 1465.00 FEET FOR AN ARC DISTANCE OF 324.59 FEET, WHOSE CHORD BEARS S 08 DEGREES 35 MINUTES 24 SECONDS E; 3) S 14 DEGREES 56 MINUTES 14 SECONDS E A DISTANCE OF 562.34 FEET TO THE NORTHEAST CORNER OF TRACT B OF SAID GATEWAY VISTA FILING NO. 10, THE FOLLOWING TWO (2) COURSES ARE ON THE NORTHWESTERLY AND W ESTERLY BOUNDARY LINE OF SAID TRACT B; THENCE: 1) S 30 DEGREES 03 MINUTES 42 SECONDS W A DISTANCE OF 168.11 FEET; 2) S 14 DEGREES 56 MINUTES 18 SECONDS E A DISTANCE OF 15.00 FEET TO THE NORTHERLY BOUNDARY LINE OF TRACT A OF SAID GATEWAY VISTA FILING NO. 10; THENCE S 75 DEGREES 03 MINUTES 42 SECONDS W ON SAID NORTHERLY BOUNDARY LINE OF SAID TRACT A, A DISTANCE OF 125.95 FEET TO THE EASTERN BOUNDARY LINE OF SAID TRACT A, THE FOLLOWING TEN (10) COURSES ARE ON SAID EASTERN BOUNDARY LINE; THENCE: 1) N 59 DEGREES 24 MINUTES 55 SECONDS W A DISTANCE OF 68.34 FEET; 2) N 13 DEGREES 48 MINUTES 57 SECONDS W A DISTANCE OF 59.84 FEET; 3) N 07 DEGREES 05 MINUTES 19 SECONDS W A DISTANCE OF 34.79 FEET TO A POINT OF CURVE; 4) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 53 DEGREES 57 MINUTES 37 SECONDS, A RADIUS OF 260.00 FEET FOR AN ARC DISTANCE OF 244.86 FEET, WHOSE CHORD BEARS N 34 DEGREES 04 MINUTES 07 SECONDS W; 5) N 61 DEGREES 02 MINUTES 56 SECONDS W A DISTANCE OF 216.94 FEET TO A POINT OF CURVE; 6) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 51 DEGREES 12 MINUTES 58 SECONDS, A RADIUS OF 125.00 FEET FOR AN ARC DISTANCE OF 111.74 FEET, WHOSE CHORD BEARS N 35 DEGREES 26 MINUTES 27 SECONDS W; 7) N 09 DEGREES 49 MINUTES 57 SECONDS W A DISTANCE OF 79.56 FEET TO A POINT OF CURVE; 8) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34 DEGREES 51 MINUTES 19 SECONDS, A RADIUS OF 87.00 FEET FOR AN ARC DISTANCE OF 52.93 FEET, WHOSE CHORD BEARS N 07 DEGREES 35 MINUTES 42
SECONDS E; 9) N 25 DEGREES 01 MINUTES 22 SECONDS E A DISTANCE OF 85.90 FEET TO A POINT OF CURVE; 10) ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 142 DEGREES 56 MINUTES 55 SECONDS, A RADIUS OF 63.00 FEET FOR AN ARC DISTANCE OF 157.18 FEET, WHOSE CHORD BEARS N 46 DEGREES 27 MINUTES 06 SECONDS W TO THE SOUTHEAST CORNER OF SAID LOT 1, THE FOLLOWING TWO (2) COURSES ARE ON THE EASTERLY BOUNDARY LINE OF SAID LOT 1; THENCE: 1) N 51 DEGREES 18 MINUTES 20 SECONDS W A DISTANCE OF 27.84 FEET; 2) N 09 DEGREES 49 MINUTES 57 SECONDS W A DISTANCE OF 140.34 FEET TO THE POINT OF BEGINNING.

FOR INFORMATION ONLY: ASSESSOR PARCEL # 73352-12-013

GG-1:

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 27, IN A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34 AND IN A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 35, ALL IN TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE 6TH P.M., IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, GATEWAY VISTA FILING NO. 10 AS RECORDED UNDER RECEIPT NO. 202032594 OF THE RECORDS OF SAID EL PASO COUNTY; THENCE S 82 DEGREES 22 MINUTES 56 SECONDS W A DISTANCE OF 253.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THIRTIETH STREET; THENCE N 07 DEGREES 40 MINUTES 52 SECONDS W ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 151.76 FEET TO A POINT ON A CURVE; THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08 DEGREES 46 MINUTES 06 SECONDS, A RADIUS OF 742.00 FEET FOR AN ARC DISTANCE OF 113.55 FEET, WHOSE CHORD BEARS N 23 DEGREES 00 MINUTES 57 SECONDS W TO THE SOUTHERLY MOST CORNER OF LOT 1, GARDEN OF THE GODS VISITORS CENTER AS RECORDED IN PLAT BOOK F-5 AT PAGE 160 OF THE RECORDS OF SAID EL PASO COUNTY, THE FOLLOWING SEVEN (7) COURSES ARE ON THE EASTERLY BOUNDARY LINE OF SAID LOT 1; THENCE 1) N 12 DEGREES 01 MINUTES 34 SECONDS E A DISTANCE OF 423.00 FEET; 2) N 34 DEGREES 02 MINUTES 07 SECONDS W A DISTANCE OF 130.00 FEET; 3) N 28 DEGREES 27 MINUTES 33 SECONDS W A DISTANCE OF 300.00 FEET; 4) N 88 DEGREES 55 MINUTES 25 SECONDS W A DISTANCE OF 80.00 FEET; 5) N 27 DEGREES 17 MINUTES 10 SECONDS W A DISTANCE OF 345.00 FEET; 6) N 64 DEGREES 17 MINUTES 08 SECONDS W A DISTANCE OF 112.57 FEET; 7) S 81 DEGREES 53 MINUTES 00 SECONDS W A DISTANCE OF 100.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THIRTIETH STREET AS DESCRIBED IN SAID GARDEN OF THE GODS VISITORS CENTER; THENCE N 08 DEGREES 07 MINUTES 00 SECONDS W ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 42.50 FEET TO A POINT OF CURVE; THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY EXTENSION THEREOF, ON THE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23 DEGREES 36 MINUTES 54 SECONDS, A RADIUS OF 742.00 FEET FOR AN ARC DISTANCE OF 305.82 FEET, WHOSE CHORD BEARS N 19 DEGREES 55 MINUTES 27 SECONDS W TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD THIRTIETH STREET AS DESCRIBED IN THE EL PASO COUNTY ASSESSOR PARCEL NO. 73341-00-016; THENCE N 34 DEGREES 57 MINUTES 22 SECONDS W ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 418.97 FEET; THENCE ON SAID EAST RIGHT-OF-WAY LINE N 27 DEGREES 28 MINUTES 10 SECONDS W A DISTANCE OF 525.08 FEET; THENCE N 22 DEGREES 46 MINUTES 33 SECONDS W ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 205.39 FEET TO A POINT OF CURVE; THENCE ON THE EASTERLY RIGHT-OF-WAY LINE ON A CURVE TO THE
RIGHT HAVING A CENTRAL ANGLE OF 30 DEGREES 47 MINUTES 35 SECONDS, A RADIUS OF 470.00 FEET FOR AN ARC DISTANCE OF 252.60 FEET, WHOSE CHORD BEARS N 07 DEGREES 22 MINUTES 45 SECONDS W TO THE EASTERLY RIGHT-OF-WAY LINE OF THIRTIETH STREET AS DESCRIBED IN THE EL PASO COUNTY ASSESSOR PARCEL NO. 73341-00-016; THENENCE N 08 DEGREES 01 MINUTES 02 SECONDS E ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 232.21 FEET; THENENCE N 12 DEGREES 21 MINUTES 15 SECONDS W ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 896.15 FEET TO A 1-7/8" OUTSIDE DIAMETER IRON PIPE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MESA ROAD; THENENCE S 23 DEGREES 43 MINUTES 20 SECONDS E ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 585.98 FEET; THENENCE S 25 DEGREES 18 MINUTES 44 SECONDS E ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 880.19 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, GARDEN OF THE GODS SUBDIVISION NO. 1 REPLAT RECORDED IN PLAT BOOK D-4 AT PAGE 172 OF THE RECORDS OF SAID EL PASO COUNTY, THE FOLLOWING TWO (2) COURSES ARE ON THE NORTHERLY AND SOUTHERLY BOUNDARY LINE OF SAID LOT 2; THENENCE: 1) S 57 DEGREES 20 MINUTES 34 SECONDS E A DISTANCE OF 89.52 FEET; 2) S 28 DEGREES 53 MINUTES 26 SECONDS E A DISTANCE OF 681.53 FEET TO THE MOST NORTHERLY CORNER OF THAT TRACT OF LAND AS RECORDED UNDER RECEPTION NO. 207021073 OF THE RECORDS OF SAID EL PASO COUNTY, THE FOLLOWING FOUR (4) COURSES ARE ON THE WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID TRACT OF LAND; THENENCE: 1) S 10 DEGREES 30 MINUTES 11 SECONDS E A DISTANCE OF 72.26 FEET; 2) S 18 DEGREES 03 MINUTES 54 SECONDS E A DISTANCE OF 148.90 FEET; 3) S 58 DEGREES 54 MINUTES 56 SECONDS E A DISTANCE OF 43.41 FEET; 4) S 87 DEGREES 54 MINUTES 17 SECONDS E A DISTANCE OF 41.96 FEET TO THE WESTERLY BOUNDARY LINE OF SAID LOT 2; THENENCE S 35 DEGREES 45 MINUTES 26 SECONDS E ON THE WESTERLY BOUNDARY LINE OF SAID LOT 2 AND THE WESTERLY BOUNDARY LINE OF LOT 1 OF SAID BLOCK 1, A DISTANCE OF 473.97 FEET, THE FOLLOWING SEVEN (7) COURSES ARE ON THE WESTERLY AND THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1; THENENCE: 1) S 27 DEGREES 21 MINUTES 00 SECONDS E A DISTANCE OF 706.97 FEET; 2) S 11 DEGREES 35 MINUTES 00 SECONDS E A DISTANCE OF 604.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; 3) N 86 DEGREES 24 MINUTES 48 SECONDS E A DISTANCE OF 176.99 FEET; 4) S 56 DEGREES 04 MINUTES 12 SECONDS E A DISTANCE OF 130.04 FEET; 5) N 72 DEGREES 34 MINUTES 16 SECONDS E A DISTANCE OF 117.27 FEET; 6) N 76 DEGREES 29 MINUTES 34 SECONDS E A DISTANCE OF 200.19 FEET; 7) S 27 DEGREES 19 MINUTES 28 SECONDS E A DISTANCE OF 154.87 FEET; THENENCE S 76 DEGREES 39 MINUTES 38 SECONDS W A DISTANCE OF 391.05 FEET TO AN ANGLE POINT IN THE NORTH BOUNDARY LINE OF LOT 1 OF SAID GATEWAY VISTA FILING NO. 10; THENENCE S 89 DEGREES 34 MINUTES 59 SECONDS W ON THE NORTH BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 265.01 FEET TO THE POINT OF BEGINNING.

FOR INFORMATION ONLY: ASSESSOR PARCEL #S 73341-00-016; 73341-00-017; 73352-12-008

GG-2:

A TRACT OF LAND BEING A PORTION OF LOT 1, BLOCK 1, GARDEN OF THE GODS CLUB SUBDIVISION NO. 1 REPLAT IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO AS RECORDED IN PLAT BOOK D-4 AT PAGE 172 OF THE RECORDS OF SAID EL PASO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, A POINT ON A CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF MESA ROAD, THE FOLLOWING THREE (3) COURSES ARE ON SAID WESTERLY RIGHT-OF-WAY LINE; THENENCE: 1) ON A CURVE TO THE RIGHT
HAVING A CENTRAL ANGLE OF 02 DEGREES 56 MINUTES 48 SECONDS, A RADIUS OF 915.40 FEET FOR AN ARC DISTANCE OF 47.08 FEET, WHOSE CHORD BEARS S 36 DEGREES 47 MINUTES 47 MINUTES E; 2) S 35 DEGREES 19 MINUTES 23 SECONDS E A DISTANCE OF 1422.37 FEET TO A POINT OF CURVE; 3) ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 30 DEGREES 30 MINUTES 31 SECONDS, A RADIUS OF 915.40 FEET FOR AN ARC DISTANCE OF 487.43 FEET, WHOSE CHORD BEARS S 20 DEGREES 04 MINUTES 08 SECONDS E; THENCE S 76 DEGREES 39 MINUTES 38 SECONDS W A DISTANCE OF 220.71 FEET TO THE WESTERLY BOUNDARY LINE OF SAID LOT 1, THE FOLLOWING ELEVEN (11) COURSES ARE ON THE WESTERLY, SOUTHERLY AND NORTHERLY BOUNDARY LINES OF SAID LOT 1; THENCE: 1) N 27 DEGREES 19 MINUTES 28 SECONDS W A DISTANCE OF 154.87 FEET; 2) S 76 DEGREES 29 MINUTES 34 SECONDS W A DISTANCE OF 200.19 FEET; 3) S 72 DEGREES 34 MINUTES 16 SECONDS W A DISTANCE OF 117.27 FEET; 4) N 56 DEGREES 04 MINUTES 12 SECONDS W A DISTANCE OF 130.04 FEET; 5) S 86 DEGREES 24 MINUTES 48 MINUTES W A DISTANCE OF 176.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; 6) N 11 DEGREES 35 MINUTES 00 SECONDS W A DISTANCE OF 604.98 FEET; 7) THENCE N 27 DEGREES 21 MINUTES 00 SECONDS W A DISTANCE OF 706.97 FEET; 8) N 35 DEGREES 45 MINUTES 26 SECONDS W A DISTANCE OF 135.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; 9) N 54 DEGREES 47 MINUTES 28 SECONDS E A DISTANCE OF 113.99 FEET; 10) S 35 DEGREES 12 MINUTES 32 SECONDS E A DISTANCE OF 15.00 FEET; 11) N 54 DEGREES 47 MINUTES 28 SECONDS E A DISTANCE OF 348.12 FEET TO THE POINT OF BEGINNING.

FOR INFORMATION ONLY: ASSESSOR PARCEL # 73352-12-007
EXHIBIT D
ANNEXABLE PROPERTY

PARCEL KC-7 (Cottages):

That portion of Lot 13, Block 7, Kissing Camels Subdivision Filing No. 2 in the City of Colorado Springs, El Paso County, Colorado as recorded in Plat Book C-2 at Page 2 of the records of said El Paso County, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 13; thence S72°32'35"E on the Northerly boundary line of said Lot 13, a distance of 150.07 feet to the Northeast corner of said Lot 13; thence S29°21'09"E on the Northeasterly boundary line of said Lot 13, a distance of 409.10 feet to the Northwesterly boundary line of Lot 11, Courtyard at Kissing Camels Estates Filing No. 1 as recorded in Plat Book E-5 at Page 211 of the records of said El Paso County; thence S65°44'39"W on said Northwesterly boundary line, a distance of 145.75 feet to an angle point in said Lot 11; thence N71°25'33"W on the Northerly boundary line of said Lot 11, the Northerly boundary line of Lot 19 of said Courtyard at Kissing Camels Estates Filing No. 1 and the Northerly boundary line of Tract B, Courtyard at Kissing Camels Estates Filing No. 2 as recorded at Reception No. 98017288 of the records of said El Paso County, a distance of 239.89 feet to the most Northerly corner of said Tract B; thence S18°34'27"W on the Easterly boundary line of said Tract B, a distance of 52.63 feet to the Northeast corner of Lot 10 of said Courtyard at Kissing Camels Estates Filing No. 2; thence N71°25'33"W on the Northerly boundary line of said Lot 10, a distance of 132.25 feet to the Northwesterly boundary line of said Lot 13; thence N22°00'05"E on said Northwesterly boundary line, a distance of 423.68 feet to the POINT OF BEGINNING and containing 3.057 acres of land, more or less.

PARCEL KC-6 (Entry N):

Lot 2 and Tract A, Kissing Camels Subdivision No. 5A in the City of Colorado Springs, County of El Paso, State of Colorado as recorded at Reception No. 203017330 of the records of said El Paso County, being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 2, being a point on the Southwesterly right-of-way line of Hill Circle; thence S35°21'31"E on said Southwesterly right-of-way line, a distance of 441.24 feet to the Southeast corner of said Tract A, being a point on the Northwesterly right-of-way line of Kissing Camels Drive; thence S50°40'09"W on said Northwesterly right-of-way line, a distance of 350.79 feet to the Southwest corner of said Tract A, being a point on the Northeasterly right-of-way line of Mesa Road; thence N35°19'23"W on said Northeasterly right-of-way line, a distance of 510.43 feet to the Northwest corner of said Lot 2, the following four (4) courses are on the Northwesterly boundary line of said Lot 2; thence: 1) N54°31'57"E a distance of 125.79 feet; 2) S81°48'20"E a distance of 78.94 feet to a point on a curve; 3) on a curve to the right having a central angle of 46°50'11", a radius of 30.00 feet for an arc distance of 24.52 feet, whose chord bears N30°25'36"E; 4) N54°50'44"E a distance of 144.88 feet to the POINT OF BEGINNING and containing 3.794 acres of land, more or less.
PARCEL KC-8 (Entry S):

Lot 1 and Lot 13, Block 1, Kissing Camels Subdivision No. 14 in the City of Colorado Springs, County of El Paso, State of Colorado as recorded in Plat Book L-3 at Page 68 of the records of said El Paso County, being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1, being a point on the Southwesterly right-of-way line of Hill Circle; thence S35°19'17"E on said Southwesterly right-of-way line, a distance of 24.87 feet to a point of curve; thence on said Southwesterly right-of-way line, on a curve to the right having a central angle of 08°12'30", a radius of 1345.40 feet for an arc distance of 192.75 feet, whose chord bears S31°13'02"E to the Southeast corner of said Lot 1, being a point on the Northwesterly right-of-way line of Hill Lane, the following four (4) courses on said Northwesterly right-of-way line; thence: 1) S66°04'55"W a distance of 105.30 feet to a point on a curve; 2) on a curve to the left having a central angle of 80°24'21", a radius of 30.00 feet for an arc distance of 42.10 feet, whose chord bears N73°42'54"W; 3) S66°04'55"W a distance of 40.00 feet to a point of curve; 4) on a curve to the left having a central angle of 45°01'07", a radius of 30.00 feet for an arc distance of 23.57 feet, whose chord bears S43°34'22"W to the Southerly boundary line of said Lot 13, the following two (2) courses are on said Southerly boundary line; thence: 1) N68°56'11"W a distance of 38.03 feet; 2) S60°04'53"W a distance of 131.13 feet to the Southwest corner of said Lot 13, being a point on a curve on the Northeasterly right-of-way line of Mesa Road; thence on said Northeasterly right-of-way line on a curve to the left having a central angle of 05°24'16", a radius of 995.40 feet for an arc distance of 93.89 feet, whose chord bears N32°37'15"W to the Northwest corner of said Lot 13, being a point on the Southeasterly right-of-way line of Kissing Camels Drive; thence N50°40'09"E on said Southeasterly right-of-way line, a distance of 350.84 feet to the POINT OF BEGINNING and containing 1.198 acres of land, more or less.

PARCEL KC-9 (SOUTH Tract A):

Tracts A, Mountain Vista at Kissing Camels Estates Filing No. 3, City of Colorado Springs, County of El Paso, State of Colorado as recorded at Reception No. 200033250, more particularly described as follows:

BEGINNING at the Northwest corner of said Tract A; thence N77°30'46"E on the South boundary line of Lot 1, of said Mountain Vista at Kissing Camels Estates Filing No. 3, a distance of 203.63 feet to the West right-of-way line of Glen Vista Point; thence on said West right-of-way line on a curve to the right having a central angle of 02°53'19", a radius of 830.00 feet for an arc distance of 41.84 feet, whose chord bears S15°21'54"E; thence on said West right-of-way line on a curve to the right having a central angle of 01°36'20", a radius of 655.00 feet, for an arc distance of 18.36 feet, whose chord bears S13°07'04"E to the North right-of-way line of Hill Circle; thence S80°01'47"W on said North right-of-way line, a distance of 5.00 feet to the West right-of-way line of said Hill Circle; thence on said West right-of-way line on a curve to the right having a central angle of 10°08'40", a radius of 650.00 feet for an arc distance of 115.08 feet, whose chord bears S07°15'39"E to the Northeast corner of Lot 10, Mountain Vista at Kissing Camels Estates Filing No. 1 as recorded at Reception No. 98067566 of the records of said El
Paso County; thence S80°09'51"W on the North boundary line of said Lot 10, a distance of 208.42 feet to the Northwest corner of said Lot 10; thence N06°20'36"W on West boundary line of said Tract A, a distance of 165.69 feet to the POINT OF BEGINNING and containing 0.815 acre of land, more or less.

PARCEL KC-9 (NORTH Lot 5):

Lot 5 and Tracts B, Mountain Vista at Kissing Camels Estates Filing No. 3, City of Colorado Springs, County of El Paso, State of Colorado as recorded at Reception No. 200033250, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 5; thence N79°43'24"E on the North boundary line of said Lot 5, a distance of 151.52 feet; thence S53°39'49"E on said North boundary line, a distance of 20.00 feet to the Northwesterly right-of-way line of Glen Vista Point, the following five (5) courses are on said Northwesterly right-of-way line; thence: 1) S36°20'11"W a distance of 183.31 feet to a point on a curve; 2) on a curve to the left having a central angle of 02°04'13", a radius of 365.00 feet for an arc distance of 13.19 feet whose chord bears S35°13'24"W; 3) S34°11'18"W a distance of 191.53 feet to a point of curve; 4) on a curve to the left having a central angle of 06°35'21", a radius of 265.00 feet for an arc distance of 30.48 feet, whose chord bears S30°53'37"W to the Northeast corner of Lot 4 of said Mountain Vista at Kissing Camels Estates Filing No. 3; thence N86°12'07"W on the North boundary line of said Lot 4, a distance of 140.24 feet to the Northwest corner of said Lot 4; thence N32°46'44"E on the Northwesterly boundary line of said Tract B and said Lot 5, a distance of 259.24 feet; thence N36°17'29"E on the Northwesterly boundary line of said Lot 5, a distance of 124.78 feet to the POINT OF BEGINNING and containing 1.165 acres of land, more or less.

PARCELS KC-10 (Golf) AND A PORTION OF KC-23 (Northpoint):

A tract of land located in a portion of the West half of Section 26 and in the East half of Section 27, Township 13 South, Range 67 West of the 6th P.M., in the County of El Paso, State of Colorado, being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 8, Shops at ArrowsWest Filing No. 1 as recorded at Reception No. 202175409 of the records of said El Paso County; thence S60°37'20"E on the Southwesterly boundary line of said Shops at ArrowsWest Filing No. 1, a distance of 315.84 feet; thence S17°38'27"E on said Southwesterly boundary line, a distance of 143.38 feet to the most Southerly corner of Lot 6 of said Shops at ArrowsWest Filing No. 1; thence S17°41'17"E on the Southwesterly boundary line of Lot 1, Block 1, ArrowsWest Filing No. 7 as recorded at Reception No. 98122055 of the records of said El Paso County, a distance of 266.66 feet; thence S29°36'25"E continuing on said Southwesterly boundary line, a distance of 363.58 feet to the Southeast corner of said Lot 1, Block 1; thence S29°40'17"E on the Southwesterly boundary line of Lot 1, Block 1, ArrowsWest Filing No. 5 as recorded at Reception No. 96138747 of the records of said El Paso County, a distance of 106.47 feet; thence S79°09'08"E on the Southerly Boundary line of said Lot 1, Block 1, a distance of 341.06 feet to the Southeast corner thereof, the following six (6) courses are on the Southerly boundary line of Lot 1, Block 1, Vacation Plat of a Portion of ArrowsWest Filing No. 3 as recorded in Plat Book E-4 at Page 3 of the records of

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said El Paso County; thence: 1) S79°13'22"E a distance of 508.85 feet; 2) N80°51'44"E a distance of 479.80 feet; 3) N52°57'47"E a distance of 199.99 feet; 4) S84°13'07"E a distance of 99.95 feet; 5) N48°55'29"E a distance of 149.95 feet; 6) S66°03'01"E a distance of 149.95 feet to the Southeast corner of said Lot 1, Block 1, the following three (3) course are on the Southerly boundary line of Lot 1, Block 1, Arrows West Filing No. 4 as recorded in Plat Book G-5, at Page 97 of the records of said El Paso County; thence: 1) S32°16'52"E a distance of 250.44 feet; 2) S64°13'41"E a distance of 310.18 feet; 3) S82°12'31"E on said Southerly boundary line and the Southerly boundary line of Lot 1, Intel Subdivision Filing No. 1 as recorded at Reception No. 202097114 of the records of said El Paso County, a distance of 299.48 feet, the following three (3) courses are on the Southerly boundary line of said Lot 1, Intel Subdivision Filing No. 1; thence: 1) N81°50'03"E a distance of 250.24 feet; 2) N26°47'28"E a distance of 409.97 feet; 3) S65°10'04"E a distance of 100.77 feet to the Northwest corner of a tract of land recorded in Book 3836 at Page 547 of the records of said El Paso County; thence S00°00'34"W a distance of 990.66 feet; thence S42°26'28"W a distance of 469.58 feet to an angle point in the Northerly boundary line of Lot 17, The Fairways at Kissing Camels Estates Filing No. 6 as recorded at Reception No. 98009697 of the records of said El Paso County, the following five (5) courses are on the Northerly boundary line of said subdivision plat of The Fairways at Kissing Camels Estates Filing No. 6; thence: 1) N89°03'20"W a distance of 186.46 feet to the Northeast corner of Lot 11 of said subdivision; 2) N70°39'18"W a distance of 299.83 feet to the Northeast corner of Lot 5 of said subdivision; 3) N84°32'03"W a distance of 186.03 feet to the Northwest corner of said Lot 5; 4) S21°30'38"W a distance of 31.65 feet to a point on a curve on the Northerly right-of-way line of Greenside Point of said subdivision; 5) on said Northerly right-of-way line on a curve to the left having a central angle of 106°20'09", a radius of 50.00 feet for an arc distance of 92.80 feet, whose chord bears S74°41'38"W to the Northeast corner of Lot 3, The Fairways at Kissing Camels Estates Filing No. 6A as recorded at Reception No. 200113947 of the records of said El Paso County, the following three (3) courses are on the Northerly boundary line of said subdivision plat of The Fairways at Kissing Camels Estates Filing No. 6A; thence: 1) N68°28'27"W a distance of 23.36 feet to an angle point in the Northerly boundary line of said Lot 3; 2) S69°14'30"W a distance of 231.82 feet to an angle point in the Northerly boundary line of Lot 1 of said subdivision; 3) N89°23'56"W on said Northerly boundary line and the Northerly boundary line of Lot 2, The Greens at Kissing Camels Estates Filing No. 1 as recorded at Reception No. 200113948, a distance of 61.49 feet to an angle point in the Northerly boundary line of said Lot 2; thence N84°35'44"W on said Northerly boundary line, a distance of 167.19 feet to a point on a curve on the East right-of-way line of Reserve Point, being Tract A, The Greens at Kissing Camels Estates Filing No. 7 as recorded at Reception No. 206712494 of the records of said El Paso County, the following three (3) courses are on said East right-of-way line; thence: 1) on a curve to the right having a central angle of 00°29'27", a radius of 587.88 feet for an arc distance of 5.03 feet, whose chord bears N07°41'45"E to a point of reverse curve; 2) on a curve to the left having a central angle of 13°52'21", a radius of 300.00 feet for an arc distance of 72.64 feet, whose chord bears N01°00'18"E; 3) N05°55'53"W a distance of 79.95 feet to the Southwest corner of Tract B of said subdivision of The Greens at Kissing Camels Estates Filing No. 7, the following fourteen (14) courses are on the Southeastern, Northerly and Southwesterly boundary lines of said subdivision; thence: 1) N56°23'05"E a distance of 163.00 feet; 2) N61°10'01"E a distance of 185.11 feet; 3) N27°27'39"W a distance of 149.00 feet; 4) N45°26'26"W a distance of 114.73 feet to the Northeast corner of said Tract B; 5) N63°31'40"W a distance of 135.33 feet; 6) N63°28'14"W a distance of 129.97 feet; 7) S78°31'53"W a distance
of 195.03 feet; 8) N63°47′38″W a distance of 294.84 feet; 9) S85°10′44″W a distance of 400.20 feet to the most Westerly corner of Tract C of said subdivision; 10) S35°54′42″E a distance of 429.43 feet; 11) S60°15′06″E a distance of 128.23 feet; 12) S64°10′33″E a distance of 256.57 feet; 13) S68°06′53″E a distance of 185.89 feet; 14) S80°34′45″E a distance of 130.13 feet to the Westerly right-of-way line of said Reserve Point, the following two (2) courses are on said Westerly right-of-way line; thence: 1) S05°55′53″E a distance of 59.96 feet to a point of curve; 2) on a curve to the right having a central angle of 13°52′21″, a radius of 250.00 feet for an arc distance of 60.53 feet, whose chord bears S01°00′18″W to the Northeast corner of Tract E of said subdivision, the following three (3) courses are on the Northerly boundary line of Tract E, Lot 2 and Tract D of said subdivision; thence: 1) S75°16′39″W a distance of 285.00 feet; 2) N82°07′40″W a distance of 111.58 feet; 3) N71°45′02″W a distance of 488.49 feet to the Northeast corner of Kissing Camels Subdivision Filing No. 19 as recorded at Reception No. 98009696, the following two (2) courses are on the North and the West boundary line of said Kissing Camels Subdivision Filing No. 19; thence: 1) S81°48′03″W a distance of 119.16 feet to the Northwest corner thereof; 2) S10°11′22″W a distance of 121.74 feet to a point on a curve on the Northerly right-of-way line of Hill Circle, the following four (4) courses are on said Northerly right-of-way line; thence: 1) on a curve to the left having a central angle of 40°22′15″, a radius of 910.00 feet for an arc distance of 641.19 feet, whose chord bears S80°09′23″W; 2) S59°58′15″W a distance of 394.84 feet to a point of curve; 3) on a curve to the right having a central angle of 20°18′37″, a radius of 37.00 feet for an arc distance of 131.16 feet, whose chord bears S70°07′34″W; 4) S80°16′52″W a distance of 71.03 feet to a point on a curve on the Easterly right-of-way line of Glen Vista Point as described in Mountain Vista at Kissing Camels Estates Filing No. 3 as recorded at Reception No. 200033250 of the records of said El Paso County, the following seven (7) courses are on said Easterly right-of-way line; thence: 1) on a curve to the left having a central angle of 01°45′10″, a radius of 695.00 feet for an arc distance of 21.26 feet, whose chord bears N13°02′40″W to a point of compound curve; 2) on a curve to the left having a central angle of 13°43′45″, a radius of 870.00 feet for an arc distance of 208.47 feet, whose chord bears N20°47′07″W; 3) N27°38′59″W a distance of 170.38 feet to a point of curve; 4) on a curve to the right having a central angle of 61°50′17″, a radius of 225.00 feet for an arc distance of 242.84 feet, whose chord bears N03°16′09″E; 5) N34°11′18″E a distance of 191.53 feet to a point of curve; 6) on a curve to the right having a central angle of 02°04′13″, a radius of 325.00 feet for an arc distance of 11.74 feet, whose chord bears N35°13′24″E; 7) N36°20′11″E a distance of 132.14 feet to the Southwesterly boundary line of Glen Erie Reservoir as recorded in Book 1585 at Page 533 of the records of said El Paso County, the following twelve (12) courses are on the Southwesterly, Southeasterly, Easterly, Northerly and Northeastern boundary lines of said Glen Erie Reservoir; thence: 1) S63°45′35″E a distance of 663.47 feet; 2) N58°03′25″E a distance of 32.30 feet; 3) N76°17′25″E a distance of 309.00 feet to a point of curve; 4) on a curve to the left having a central angle of 41°58′00″, a radius of 104.72 feet for an arc distance of 76.70 feet, whose chord bears N55°18′25″E to a point of compound curve; 5) on a curve to the left having a central angle of 39°06′00″, a radius of 143.44 feet for an arc distance of 97.89 feet, whose chord bears N14°46′25″E; 6) N13°33′35″W a distance of 180.00 feet to a point of curve; 7) on a curve to the left having a central angle of 26°04′00″, a radius of 388.00 feet for an arc distance of 176.52 feet, whose chord bears N26°35′35″W; 8) N37°11′35″W a distance of 197.00 feet to a point of curve; 9) on a curve to the left having a central angle of 64°10′00″, a radius of 98.84 feet for an arc distance of 110.69 feet, whose chord bears N69°16′35″W; 10) S81°57′25″W a distance of 320.88 feet to a point of curve; 11) on a curve to the left having a central angle of
44°14'00"N, a radius of 140.77 feet for an arc distance of 108.68 feet, whose chord bears 
S59°50'25"W; 12) S36°16'25"W a distance of 393.82 feet to the North boundary line of said 
Mountain Vista at Kissing Camels Estates Filing No. 3, the following two (2) courses are on said 
Northerly boundary line; thence: 1) N53°39'49"W a distance of 57.94 feet; 2) S79°43'24"W a 
distance of 151.52 feet to the Easterly boundary line of Blair Bridge Park as recorded in Book 
3279 at Page 687 of the records of said El Paso County, the following six (6) courses are on said 
Easterly boundary line; thence: 1) N56°49'11"E a distance of 243.89 feet; 2) N24°04'33"E a 
distance of 295.93 feet; 3) N58°06'05"W a distance of 588.47 feet; 4) N38°04'12"W a distance of 
311.83 feet; 5) N02°30'58"W a distance of 449.41 feet; 6) N06°59'13"E a distance of 372.99 feet 
to the POINT OF BEGINNING and containing 93.271 acres of land, more or less.

PARCEL KC-11 (Open Space East), KC-13 (RRP 1, 2, 4) AND KC-14 (RRP 4):

A tract of land located in a portion of the Southwest quarter of Section 25, the West half and the 
Southeast quarter of Section 26 and East half of Section 35, Township 13 South, Range 67 West 
of the 6th P.M., in the County of El Paso, State of Colorado, being more particularly described as 
follows:

BEGINNING at the Northeast corner of said Section 35; thence S00°20'51"W on the East 
boundary line of the Northeast (NE1/4) quarter of said Section 35, a distance of 2197.05 feet to 
the Northwesterly right-of-way line of Fillmore Street as described in Book 1902 at Page 114 of 
the records of said El Paso County, the following three (3) courses are on said Northwesterly 
right-of-way line; thence: 1) S86°16'45"W a distance of 19.50 feet to a point of curve; 2) on a 
curve to the left having a central angle of 29°26'00", a radius of 1093.29 feet for an arc distance 
of 561.63 feet; 3) S56°50'45"W a distance of 536.16 feet to the most Easterly corner of Lot 2, 
Office Park at Kissing Camels Filing No. 3 as recorded at Reception No. 200003052 of the 
records of said El Paso County; thence N64°58'58"W on the Northeastern boundary line of said 
Lot 2, a distance of 119.84 feet to a point on a curve the Southeasterly right-of-way line of Hill 
Circle, (the following ten (10) courses are on the Southeasterly and Easterly right-of-way line of 
said Hill Circle); thence: 1) on a curve to the left having a central angle of 107°01'17"N, a radius 
of 272.35 feet for an arc distance of 508.72 feet, whose chord bears N39°13'23"E; 2) 
N14°17'15"W a distance of 332.41 feet to a point of curve; 3) on a curve to the right having a 
central angle of 18°04'59"N, a radius of 460.00 feet for an arc distance of 145.18 feet, whose chord 
bears N05°14'46"W; 4) N03°47'44"E a distance of 677.49 feet to a point of curve; 5) on a curve 
to the right having a central angle of 35°01'08"N, a radius of 460.00 feet for an arc distance of 
281.15 feet, whose chord bears N21°18'18"E; 6) N38°48'52"N a distance of 209.82 feet to a 
point of curve; 7) on a curve to the left having a central angle of 51°20'18", a radius of 533.51 
feet for an arc distance of 478.04 feet, whose chord bears N13°08'43"N; 8) N12°31'26"W a 
distance of 151.95 feet to a point of curve; 9) on a curve to the left having a central angle of 
19°50'33", a radius of 405.00 feet for an arc distance of 140.26 feet, whose chord bears 
N22°26'42"W; 10) N32°21'59"W a distance of 196.83 feet to the most Southerly corner of Lot 
19, Mesa Vista at Kissing Camels Estates Filing No. 2 as recorded in Plat Book G-5 at Page 142 
of the records of said El Paso County, the following five (5) course are on the Southeasterly and 
Northeasterly boundary line of said Mesa Vista at Kissing Camels Estates Filing No. 2; thence: 
1) N57°38'26"W a distance of 123.92 feet; 2) N48°25'57"E a distance of 179.97 feet; 3) 
N88°43'03"E a distance of 147.33 feet; 4) N00°08'40"E a distance of 238.22 feet; 5)
N47°22'18"W on said Northeasterly boundary line and the Northeasterly boundary line of Mesa Vista at Kissing Camels Estates Filing No. 1 as recorded in Plat Book E-5 at Page 182 of the records of said El Paso County, a distance of 813.73 feet, the six (6) courses are on the Northeasterly boundary line of said Mesa Vista at Kissing Camels Estates Filing No. 1; thence: 1) N75°37'05"W a distance of 368.34 feet to the Southeasterly right-of-way line of Brushland Court; 2) N19°21'56"E on said Southeasterly right-of-way line, a distance of 30.00 feet to a point on a curve; 3) on said Southeasterly right-of-way line on a curve to the left having a central angle of 89°59'11", a radius of 50.00 feet for an arc distance of 78.53 feet, whose chord bears N64°22'20"E; 4) N85°59'07"E a distance of 233.85 feet; 5) N00°17'45"W a distance of 79.97 feet; 6) N75°29'48"W a distance of 647.53 feet to an angle point in the Southerly boundary line of Lot 1, Block 1, Community Recreation Center at Kissing Camels Estates as recorded in Plat Book E-4 at Page 46 of the records of said El Paso County, the following six (6) courses are on the Southerly, Easterly and Northerly boundary line of said Lot 1, Block 1; thence: 1) N84°21'35"E a distance of 427.93 feet; 2) N00°19'44"W a distance of 154.40 feet; 3) N50°27'00"W a distance of 376.84 feet; 4) S89°43'16"W a distance of 339.96 feet; 5) S82°35'28"W a distance of 120.93 feet; 6) S58°50'44"W a distance of 106.64 feet to the Northeasterly right-of-way line of Hill Circle, the following three (3) courses are on said Northeasterly boundary line; thence: 1) on a curve to the left having a central angle of 42°22'49", a radius of 875.00 feet for an arc distance of 647.21 feet, whose chord bears N52°23'09"W; 2) N73°34'33"W a distance of 218.15 feet to a point of curve; 3) on a curve to the left having a central angle of 28°53'17", a radius of 300.00 feet for an arc distance of 151.26 feet, whose chord bears N88°01'12"W to the Southeast corner of Lot 18, The Fairways at Kissing Camels Estates Filing No. 6 as recorded at Reception No. 98009697; thence N12°27'50"W on the East boundary line of said Lot 18, a distance of 145.30 feet to the Northeast corner of said Lot 18; thence N56°05'13"W on the Northeast boundary line of Lot 17 of said subdivision of The Fairways at Kissing Camels Estates Filing No. 6, a distance of 203.81 feet to an angle point in the Northerly boundary line of said Lot 17; thence S64°09'48"E a distance of 520.31 feet; thence N87°18'33"E a distance of 1029.11 feet; thence S50°27'40"E a distance of 1130.09 feet; thence S77°03'45"E a distance of 760.06 feet to the East boundary line of the Southwest quarter of said Section 26; thence S00°05'03"E on said East boundary line, a distance of 757.83 feet to the Southwest corner of Lot 62, Holland Park West Subdivision Filing No. 3 as recorded in Plat Book H-3 at Page 88 of the records of said El Paso County; thence N88°52'02"E on the South Boundary line of said Holland Park West Subdivision Filing No. 3, a distance of 457.73 feet to the Westerly right-of-way line of Centennial Boulevard; thence S00°59'18"E a distance of 145.74 feet; thence S15°00'03"W a distance of 201.18 feet; thence S48°56'18"W a distance of 62.02 feet; thence S67°30'52"W a distance of 62.44 feet; thence S11°38'27"E a distance of 419.36 feet to the South boundary line of the Southwest quarter of said Section 25; thence S88°54'03"W on South boundary line of said Southwest quarter, a distance of 387.12 feet to the POINT OF BEGINNING containing 93.848 acres of land, more or less.

PARCEL KC-12 (RRP 3):

A tract of land located in a portion of the Southwest quarter of the Northeast quarter (SW1/4NE1/4) of Section 35, Township 13 South, Range 67 West of the 6th P.M., in the County of El Paso, State of Colorado, being more particularly described as follows:

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BEGINNING at Southeast corner of Kissing Camels Subdivision No 2 as recorded in Plat Book C-2 at Page 2 of the records of said El Paso County, said point being the Southeast corner of Inwood Road at Hillbrook Lane, the following three (3) courses are on the East right-of-way line of Hillbrook Lane; thence: 1) N00°02'40"E a distance of 310.26 feet to a point of curve; 2) on a curve to the right having a central angle of 18°40'51", a radius of 152.40 feet for an arc distance of 49.69 feet, whose chord bears N09°23'06"E; 3) N18°43'31"E a distance of 23.71 feet to a point on a curve on the South right-of-way line of Hill Circle, the following three (3) course are on said South right-of-way line; thence: 1) on a curve to the left having a central angle of 26°21'00", a radius of 768.47 feet for an arc distance of 353.42 feet, whose chord bears S86°42'37"E; 2) N09°57'32"W a distance of 9.76 feet; 3) on a curve to the right having a central angle of 32°35'25", a radius of 545.38 feet for an arc distance of 310.22 feet, whose chord bears S83°39'49" to the Northwest corner of Lot 1, Kissing Camels Subdivision Filing No. 18, the following two (2) courses are on the Westerly boundary line of said Lot 1; thence: 1) S10°13'49"W a distance of 229.26 feet; 2) S00°25'34"E a distance of 107.01 feet to the South boundary line of said SW1/4NE1/4; thence S89°34'26"W on said South Boundary line, a distance of 628.24 feet to the POINT OF BEGINNING and containing 5.323 acres of land, more or less.

PARCEL KC-17, KC-18 AND KC-20 (CR OS and CR5):

A tract of land in a portion of the West half (W1/2) of Section 35 and in a portion of the East half (E1/2) of Section 34, Township 13 South, Range 67 West of the 6th P.M., City of Colorado Springs, County of El Paso, State of Colorado, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1, Gateway Vista Filing No. 10 as recorded at Reception No. 202032594 of the records of said El Paso County, the following twelve (12) courses are on the Westerly and Southerly boundary line of said Gateway Vista Filing No. 10; thence: 1) S04°33'03"E a distance of 336.00 feet; 2) S16°48'55"E a distance of 606.99 feet; 3) S46°01'23"E a distance of 483.93 feet; 4) S15°25'08"W a distance of 398.46 feet; 5) S05°42'43"E a distance of 90.00 feet; 6) S86°54'58"E a distance of 232.66 feet; 7) S05°42'35"E a distance of 100.09 feet; 8) N72°32'21"E a distance of 273.43 feet to a point on a curve on the Southerly right-of-way of Treeline View as described in said Gateway Vista Filing No. 10; 9) on said Southerly right-of-way line on a curve to the left having a central angle of 73°07'02", a radius of 200.00 feet for an arc distance of 255.23 feet, whose chord bears S70°49'03"E; 10) N72°37'25"E on said Southerly right-of-way line, a distance of 107.84 feet; 11) S17°22'35"E on said Southerly right-of-way line, a distance of 5.00 feet; 12) S62°22'35"E on said Southerly right-of-way line, a distance of 71.07 feet to the most Southerly corner of Tract A of said Gateway Vista Filing No. 10; thence S00°03'08"W on the East boundary line of the West half of the Southwest quarter (W1/2SW1/4) of said Section 35, a distance of 1272.94 feet to the Southeast corner of said W1/2SW1/4; thence S89°23'13"W on the South boundary line of said W1/2SW1/4, a distance of 839.35 feet to a point one hundred five (105) feet Easterly of the centerline of Thirtieth Street as built, as measured perpendicular thereto, the following twelve (12) courses are parallel with and one hundred five (105) feet Easterly of said centerline as measured perpendicularly thereto; thence: 1) N11°52'53"W a distance of 169.92 feet to a point of curve; 2) on a curve to the left having a central angle of 09°13'57", a radius of 1170.00 feet for an arc distance of 188.53 feet, whose chord bears N16°29'51"W to a point of compound curve;
3) a curve to the left having a central angle of 05°50'18", a radius of 1005.00 feet for an arc distance of 102.41 feet, whose chord bears N24°01'59"W; 4) N26°57'08"W a distance of 180.47 feet to a point of curve; 5) on a curve to the right having a central angle of 14°00'09", a radius of 745.00 feet for an arc distance of 182.07 feet whose chord bears N19°57'03"W; 6) N12°56'59"W a distance of 17.32 feet to a point of curve; 7) on a curve to the right having a central angle of 08°25'22", a radius of 1095.00 feet for an arc distance of 160.97 feet, whose chord bears N08°44'18"W; 8) N04°31'37"W a distance of 218.08 feet to a point of curve; 9) on a curve to the left having a central angle of 11°35'31", a radius of 2605.00 feet for an arc distance of 527.03 feet, whose chord bears N10°19'23"W; 10) N16°07'08"W a distance of 413.21 feet to a point of curve; 11) on a curve to the right having a central angle of 08°17'58", a radius of 1895.00 feet for an arc distance of 274.50 feet, whose chord bears S11°58'09"W; 12) N07°49'10"W a distance of 756.41 feet; thence N82°22'56"E a distance of 181.27 feet to the POINT OF BEGINNING and containing 43.329 acres of land, more or less.

PARCEL KC-28 (Recreation Center):

Lot 1, Block 1, Community Recreation Center at Kissing Camels Estates in the City of Colorado Springs, County of El Paso, State of Colorado as recorded in Plat Book E-4 at Page 46 of the records of said El Paso County, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 1, the following ten (10) courses are on the Northerly, Easterly, Southerly and Westerly boundary lines of said Lot 1; thence: 1) N58°50'44"E a distance of 106.64 feet; 2) N82°35'28"E a distance of 120.93 feet; 3) N89°43'16"E a distance of 339.96 feet; 4) S50°27'00"E a distance of 376.84 feet; 5) S00°19'44"E a distance of 154.40 feet; 6) S84°21'35"W a distance of 427.93 feet to an angle point in Lot 2, Mesa Vista at Kissing Camels Estates Filing No. 1 as recorded in Plat Book E-5 at Page 182 of the records of said El Paso County; 7) S64°28'20"W on the Northerly boundary line of said Mesa Vista at Kissing Camels Estates Filing No. 1, a distance of 214.82 feet to the Northeasterly right-of-way line of Hill Circle as described in said Mesa Vista at Kissing Camels Estates Filing No. 1; 8) N25°32'24"W on said Northeasterly right-of-way line, a distance of 261.79 feet to the Southeast corner of Hill Circle as described in The Fairways at Kissing Camels Estates Filing No. 1 as recorded at Reception No. 98009697 of the records of said El Paso County; 9) N25°32'24"W on said Northeasterly right-of-way line, a distance of 160.03 feet to a point of curve; 10) on said Northeasterly right-of-way line, on a curve to the left having a central angle of 05°39'20", a radius of 875.00 feet for an arc distance of 86.37 feet to the POINT OF BEGINNING and containing 6.792 acres of land, more or less.
EXHIBIT E

EASEMENTS, LICENSES AND OTHER TITLE MATTERS

1. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT Recorder OCTOBER 18, 1965, IN BOOK 2098 AT PAGE 842.

2. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT Recorder MAY 29, 1968, IN BOOK 2237 AT PAGE 43.

3. RIGHT OF WAY EASEMENT AS GRANTED TO THE CITY OF COLORADO SPRINGS IN INSTRUMENT Recorder AUGUST 06, 1976, IN BOOK 2849 AT PAGE 508.

4. RIGHT OF WAY EASEMENT AS GRANTED TO LA POSADA DEVELOPMENT CO, INC. IN INSTRUMENT Recorder MARCH 23, 1984, IN BOOK 3849 AT PAGE 579.

5. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT EASEMENT AGREEMENT Recorder JANUARY 20, 2002 AT RECEPTION NO. 202016342.


7. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF GATEWAY VISTA FILING NO. 10.

8. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT EASEMENT AGREEMENT Recorder AUGUST 17, 2005 AT RECEPTION NO. 205127486.

9. ANY RIGHTS OR INTERESTS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/ACSM LAND TITLE SURVEY DATED JANUARY 04, 2007 PREPARED BY ROCKWELL CONSULTING, INC., JOB # 06-046: