



GENERAL APPLICATION FORM

Edited 2/13/17

Project Name: Pikes Vista Existing Zone: PUD Acreage: 5.9
Site Address: 6685 Templeton Gap Road Direction from Nearest Street Intersection: East
Tax Schedule Number(s): 5307002015

TYPE OF PLAN(S) - Check all that apply. Note: MJ=Major Amendment; MN=Minor Amendment; MM=Minor Modification

- 2020 Land Use Map Amendment
Administrative Relief
Amendment to Plat Restriction
Annexation
Building Permit to Unplatted Land
Building Permit Prior to Platting
CMRS No.
Concept Plan
Conditional Use
Development Agreement
Development Plan
Historic Preservation
Landscape Plan
Master Plan
Nonuse Variance
Preservation Easement Adjustment
Property Boundary Adjustment
PUD Concept Plan
PUD Development Plan
PUD Zone Change
Street Name Change
Subdivision Plat
Subdivision Waiver
Use Variance
Vacation of Plat
Vacation of Public Right-of-Way
Waiver of Replat
Zone Change; Proposed Zone: PUD
FBZ Development Plan
FBZ Conditional Use
FBZ Interim Use Plan
FBZ Minor Improvement Plan
FBZ Warrant

PROPERTY OWNER AND/OR APPLICANT/CONSULTANT ACKNOWLEDGEMENT OF RESPONSIBILITIES:

The signature(s) hereby certify that the statements made by myself and constituting part of this application are true and correct. I am fully aware that any misrepresentation of any information on this application may be grounds for denial of this application.

I, as the property owner, wish to receive copies of all correspondence regarding this project.

Handwritten signature of property owner

09/17/2021

Signature of Property Owner

Date

Signature of Applicant/Consultant

Date

CONTACT INFORMATION (please print or type)

Applicant/Consultant: William Guman & Associates, Ltd. Contact Name: Bill Guman
Address: 731 North Weber Street City: Colorado Springs Phone: 7196339700
State: CO Zip Code: 80903 E-Mail: bill@guman.net
Property Owner: Gerhard Swart Phone: 7194927154
Address: 4225 Basswood Drive City: Colorado Springs
State: CO Zip Code: 80920 E-Mail: gerhard@periculumgroup.com

PLANNER AUTHORIZATION: (CITY USE ONLY)

Checklists Distribution Form Project Blurb Initial Review Level: AR CPC DRB HP
Payment \$ Assigned to: Katie Carleo Date: 10/20/21
Receipt No.: City File No: CPC PUD 21-00172



DEVELOPMENT PLAN, CONDITIONAL USE AND USE VARIANCE SUBMITTAL CHECKLIST

SUBMITTAL CHECKLIST: This checklist is intended to assist in preparing a complete plan that will address all City development standards, requirements, and review criteria. The following information must be included with the plan submittal. If justified, the City may exempt any requirement. *The Land Use Review Division may require additional information in accordance with City Code section 7.5.202.B.*

<u>Applicant</u>	<u>Planner</u>
<input type="checkbox"/> General Development Application Form	<input type="checkbox"/>
<input type="checkbox"/> 1 copy of a Project Statement containing the following information:	<input type="checkbox"/>
1. Description: Describe the project and/or land uses proposed;	
2. Justification: Justify the approval of the project and address the review criteria listed at the end of this checklist; &	
3. Issues: Explain how the issues identified during the pre-application process have been addressed or mitigated.	
<input type="checkbox"/> 1 copy of a Development Plan showing all "Plan Contents" below	<input type="checkbox"/>
<input type="checkbox"/> Mineral Estate Owner Notification Certification Affidavit (Public Hearing Items ONLY)	<input type="checkbox"/>
<input type="checkbox"/> All plans, documents, and reports uploaded to Dropbox folder (Planner to send folder invite link through email)	<input type="checkbox"/>

Reports and Studies Requirement for each report is determined at the pre-application meeting or LDTC meeting. All reports to be provided in electronic form via Dropbox link from planner.

[Geologic Hazard Report](#)

[Drainage Reports](#)

[Traffic Impact Analysis](#)

Submittal of the [Hydraulic Grade Line \(HGL\) Request Form](#) to Colorado Springs Utilities (CSU)

Email completed form and map to waterplanning@csu.org or fax to 719-668-5651 prior to application submittal.

Submittal of the [Wastewater Facilities Master Report](#) to Colorado Springs Utilities (CSU)

Email completed form and map to wwmasterplansubmit@csu.org prior to application submittal.

PLAN CONTENTS: All plans should be neat, clear, legible and drawn to a standard Engineer's scale. Inaccurate, incomplete, and poorly drawn plans may be rejected. Plans must not exceed 24 in. x 36 in. and should be folded no larger than 9 in. x 14 in. with the lower right-hand corner exposed.

Each **Plan Sheet** should show the following information:

<input type="checkbox"/> Development Plan name	<input type="checkbox"/>
<input type="checkbox"/> City File Number	<input type="checkbox"/>
<input type="checkbox"/> Sheet number (i.e. 1 of X, 2 of X, etc.)	<input type="checkbox"/>
<input type="checkbox"/> North arrow	<input type="checkbox"/>
<input type="checkbox"/> Scale, both written and graphic	<input type="checkbox"/>
<input type="checkbox"/> Space for City stamp in the bottom right corner	<input type="checkbox"/>

Provide the following information on the **Cover Sheet**:

<input type="checkbox"/> Vicinity Map	<input type="checkbox"/>
<input type="checkbox"/> Sheet Index Map (for multiple sheets)	<input type="checkbox"/>
<input type="checkbox"/> Project name and description	<input type="checkbox"/>
<input type="checkbox"/> Owner, Developer, and Applicant name	<input type="checkbox"/>
<input type="checkbox"/> Date of preparation	<input type="checkbox"/>
<input type="checkbox"/> Total development plan area in acres or square feet	<input type="checkbox"/>
<input type="checkbox"/> Legal description	<input type="checkbox"/>

PLAN CONTENTS: *continued from previous page*

Applicant	Planner
<input type="checkbox"/> Site address, if known	<input type="checkbox"/>
<input type="checkbox"/> Tax Schedule Number	<input type="checkbox"/>
<input type="checkbox"/> Name of master plan and City File Number (if applicable)	<input type="checkbox"/>
<input type="checkbox"/> Name of concept plan and City File Number (if applicable)	<input type="checkbox"/>
<input type="checkbox"/> FEMA floodplain statement including community map number and date. Indicate whether the site is or is not located within a designated floodplain.	<input type="checkbox"/>
<input type="checkbox"/> Proposed land uses and buildings with respective footprint and gross square footage and/or acreage	<input type="checkbox"/>
<input type="checkbox"/> Notes describing any existing or proposed easements permitting the use of property by others	<input type="checkbox"/>
<input type="checkbox"/> Parking information: Indicate the City Code formula used for the total number of parking spaces, the number of compact spaces, and the number of handicapped spaces both required and provided.	<input type="checkbox"/>
<input type="checkbox"/> Zone district and any applicable conditions of record with City Ordinance number	<input type="checkbox"/>
<input type="checkbox"/> Notes describing additional standards for specific uses (if applicable)	<input type="checkbox"/>
<input type="checkbox"/> Notes describing any approved variances which apply to the property, including City file number and approval date	<input type="checkbox"/>
<input type="checkbox"/> Notes describing the project's inclusion within a special district, improvement incorporation and/or its subjectivity to a development agreement (if applicable)	<input type="checkbox"/>
<input type="checkbox"/> Notes describing the use, ownership and maintenance of common areas, tracts, no-build and/or preservation areas and easements (if applicable)	<input type="checkbox"/>
<input type="checkbox"/> Geologic Hazard Study disclosure statement (if applicable): "This property is subject to the findings summary and conclusions of a Geologic Hazard Report prepared by _____ dated _____, which identified the following specific geologic hazard on the property: _____ . A copy of said report has been placed within file # _____ or within the subdivision file _____ of the City of Colorado Springs Planning and Development Team. Contact the Planning and Development Team, 30 South Nevada Avenue, Suite 105, Colorado Springs, CO, if you would like to review said report."	<input type="checkbox"/>
<input type="checkbox"/> If within an airport overlay, the following note must be added: "An avigation easement effecting the subject property and development is therein established by the " <i>Subdivision Plat Name</i> " subdivision plat. This easement is subject to the terms and conditions as specified in the instrument recorded under reception no. 217069667 of the records of El Paso County, Colorado."	<input type="checkbox"/>
<input type="checkbox"/> Approximate schedule of development	<input type="checkbox"/>
<input type="checkbox"/> <u>Public Facilities</u> - A note shall be placed on the site plan making reference to the public facilities requirements for the installation and construction and/or contributions.	<input type="checkbox"/>
<input type="checkbox"/> <u>PUD Projects</u> : indicated the City ordinance number and approved land use types, maximum building heights and the intensity or density of development.	<input type="checkbox"/>
<input type="checkbox"/> <u>Residential Projects</u> : indicate the potential housing types and the number of lots and/or units, maximum density range, minimum lot area and width, minimum front, side and rear setbacks, maximum building height, and maximum lot coverage. Indicate the average lot size for DFOZ overlay and small lot PUD projects.	<input type="checkbox"/>
<input type="checkbox"/> <u>Non-residential Projects</u> : Indicate the potential land use types and approximate site area and building use, floor area, minimum lot area and width, minimum front, side and rear setbacks, building height and percent of lot coverage. Indicate the total percent of site covered with both structures and impervious surfaces.	<input type="checkbox"/>

The following categories explain the **graphic components** required. The information may be shown on multiple sheets.

LAND USE:

<input type="checkbox"/> City boundaries (when the development plan area is adjacent to a city boundary)	<input type="checkbox"/>
<input type="checkbox"/> Property boundaries and dimensions	<input type="checkbox"/>
<input type="checkbox"/> Existing and proposed lots and tract lines, with dimensions	<input type="checkbox"/>
<input type="checkbox"/> Existing and proposed land uses within the property boundaries. Include area, dimensions, and densities (if applicable).	<input type="checkbox"/>
<input type="checkbox"/> Existing and proposed zone district boundaries	<input type="checkbox"/>
<input type="checkbox"/> Existing and proposed public or private open space and common areas. Provide sizes and dimensions.	<input type="checkbox"/>

PLAN CONTENTS: *continued from previous page.*

Applicant	Planner
<input type="checkbox"/> Existing streams and other natural features as shown in the approved Land Suitability Analysis. Show preservation easements and/or protection areas.	<input type="checkbox"/>
<input type="checkbox"/> Existing historic sites and resources	<input type="checkbox"/>
<input type="checkbox"/> Existing and proposed topography at two-foot maximum contour intervals	<input type="checkbox"/>
<input type="checkbox"/> Show existing and proposed easements, indicating dimensions, use and maintenance information	<input type="checkbox"/>
<input type="checkbox"/> Location and dimensions of building and landscape setbacks and buffers	<input type="checkbox"/>
<input type="checkbox"/> Subdivision name labels for all lots adjacent to the site	<input type="checkbox"/>
<input type="checkbox"/> Show the locations of any water quality features	<input type="checkbox"/>

STREETS & ALLEYS:

<input type="checkbox"/> Existing and proposed streets, intersections, street names, classifications with the exact location and widths of right-of-ways and pavement types, curb types and other street improvements	<input type="checkbox"/>
<input type="checkbox"/> Identify all streets as "public" or "private"	<input type="checkbox"/>
<input type="checkbox"/> Show and label all access points to the property from adjacent streets and alleys	<input type="checkbox"/>
<input type="checkbox"/> Show and label all speed line of sight visibility areas at all street intersections	<input type="checkbox"/>
<input type="checkbox"/> All existing and proposed medians, traffic islands, traffic control devices, and roundabouts. Provide dimensions and size and identify maintenance responsibilities	<input type="checkbox"/>
<input type="checkbox"/> Show all existing and proposed acceleration and deceleration lanes, including dimensions, length and width	<input type="checkbox"/>
<input type="checkbox"/> Show any existing or proposed encroachments into the public right-of-way that require a Revocable Permit	<input type="checkbox"/>
<input type="checkbox"/> Provide typical cross-sections for all proposed streets and alleys	<input type="checkbox"/>

SIDEWALKS & TRAILS:

<input type="checkbox"/> Show all existing and proposed locations, dimensions and surface materials of all sidewalks, trail and bicycle pathways. Note the condition of these facilities.	<input type="checkbox"/>
<input type="checkbox"/> Show pedestrian ramps at all pedestrian crossings, at all intersections with reference made to City standard type	<input type="checkbox"/>
<input type="checkbox"/> Show any and all sidewalks connecting building entries to exterior and public sidewalks	<input type="checkbox"/>
<input type="checkbox"/> Show and label existing and proposed public improvement easements for sidewalks and pedestrian ramps outside of dedicated right-of-way areas	<input type="checkbox"/>
<input type="checkbox"/> For detached sidewalks, show the distance from the back of curb to the edge of sidewalk	<input type="checkbox"/>
<input type="checkbox"/> If applicable, show the size and location and provide a detail of bicycle storage/parking racks	<input type="checkbox"/>

INTERNAL TRAFFIC CIRCULATION, DRIVEWAYS, AISLES, & FIRE LANES:

<input type="checkbox"/> Provide location, grade, dimensions and pavement material for all access travel-ways including driveways, drive aisles, fire lanes, curb cuts, and intersections. Call out City standard details if within City right-of-way or easements.	<input type="checkbox"/>
<input type="checkbox"/> Show and label any access easements, existing or proposed	<input type="checkbox"/>
<input type="checkbox"/> Show the location and dimensions of all loading and maneuvering areas and stacking lanes. Provide pavement type, as well.	<input type="checkbox"/>
<input type="checkbox"/> Identify location and type of any curbs and/or sides of roadways and extents thereof to be marked as fire lane(s)	<input type="checkbox"/>
<input type="checkbox"/> For residential projects, indicate the minimum length of driveways from garage door to property line and to back of sidewalk	<input type="checkbox"/>
<input type="checkbox"/> Show any noise mitigation methods (i.e. sound barrier walls, etc.), if applicable	<input type="checkbox"/>

PARKING LOTS, AREAS, & SPACES:

<input type="checkbox"/> Location and dimensions of parking lots/areas and drive aisles. Indicate pavement material.	<input type="checkbox"/>
<input type="checkbox"/> Location and number of all regular, compact, and handicapped spaces and access aisles.	<input type="checkbox"/>
<input type="checkbox"/> Provide a typical or detail with dimensions of typical regular and compact parking spaces types	<input type="checkbox"/>

PLAN CONTENTS: *continued from previous pages*

Applicant	Planner
<input type="checkbox"/> Provide a detail with dimensions of typical handicap parking spaces, side aisles, ramp design and location, and signage	<input type="checkbox"/>
<input type="checkbox"/> Indicate the type of curbs and provide details for the perimeter enclosure for parking areas and landscape islands	<input type="checkbox"/>

ADA SITE ACCESSIBILITY:

- Provide ADA accessible route from public right-of-way with clear identification of the corridor
(Note: 60% of all public entrances must meet the ADA Standards 206.4.1)
- Provide ADA accessible parking stalls (location and quantity with adjacent aisles and signage. Include clear identification of ADA route from stalls to designated ADA building entry)
- Provide ADA accessible ramps along all ADA accessible corridors

Provide ADA Design Professional Standards notes on plan, per below:

- The parties responsible for this plan have familiarized themselves with all current accessibility criteria and specifications and the proposed plan reflects all site elements required by the applicable ADA design standards and guidelines as published by the United States Department of Justice. Approval of this plan by the City of Colorado Springs does not assure compliance with the ADA or any other Federal or State accessibility laws or any regulations or guidelines enacted or promulgated under or with respect to such laws. Sole responsibility for compliance with Federal and State accessibility laws lies with the property owner.

BUILDINGS & STRUCTURES:

- Indicate the use for all buildings
- Show the exact location, dimensions, footprint, size and height of buildings
- Show the exact distance to the closest property line(s)
- Location and type for all freestanding and low-profile signs
- Location, type, materials, size and height with detailed exhibits for all fences, retaining walls and sound barrier walls
- Location, type, materials, size and height with detailed exhibit for all trash enclosures

BUILDING ELEVATION DRAWINGS:

- Show all sides of the building, indicating height, scale, design, materials, and colors. *Note: The purpose for reviewing building elevations during development plan review is to ensure compatibility between the proposed structures and the surrounding properties. It is understood that the proposed building design will evolve and may not be finalized until time of building permit. At that time, the City will review the elevations for substantial compliance. Major changes may be considered administratively.*

SITE LIGHTING:

- Location of all site exterior light fixtures including freestanding and those attached to a building if known (if attached to a building, show also on the elevation drawings)
- Indicate the type of light (e.g. metal halide)
- Ensure all lighting is full cut-off and provide a detail of each light with mounting or pole height details, wattage and lumens of each fixture
- Show the type and location of existing and proposed street-lights, if this information is available
- A photometric plan may be required for certain uses that are adjacent to other less intensive uses, uses that are often extensively lit, such as gas canopies, convenience food stores, and auto sales. This plan will be required on a case by case basis, and the planner will notify the applicant as early in the process as possible
- If no exterior lights are proposed, then a note shall be added to specifically state that no site lighting will be provided for the project

PHASING PLAN:

- Phase area boundaries and sequence
- Provide phase timing and sequencing information for the construction of the project and the construction and installation of public utilities, facilities, and site improvements for each phase area.
- Show barriers at edges of each phase to prevent vehicles from entering and parking on unpaved areas (if applicable)

ADDITIONAL PLAN COMPONENTS:

Applicant	Planner
<input type="checkbox"/> <u>Preliminary Grading Plan</u>	<input type="checkbox"/>
<input type="checkbox"/> <u>Preliminary Utility and Public Facility Plan</u>	<input type="checkbox"/>
<input type="checkbox"/> <u>Preliminary</u> or <u>Final Landscape Plan</u>	<input type="checkbox"/>
<input type="checkbox"/> <u>Coordinated Sign Plan (CSP)</u>	<input type="checkbox"/>
<input type="checkbox"/> <u>Hillside</u> or <u>Streamside Compliance Plan</u>	<input type="checkbox"/>
<input type="checkbox"/> <u>Land Suitability Analysis</u>	<input type="checkbox"/>

Development Plan Review Criteria

The City will review the development plan using the following criteria. No development plan shall be approved unless the plan complies with all the requirements of the zone district in which it is located, is consistent with the intent and purpose of this Zoning Code and is compatible with the land uses surrounding the site. Alternate and/or additional development plan criteria may be included as a part of an FBZ regulating plan.

1. The details of the use, site design, building location, orientation and exterior building materials are compatible and harmonious with the surrounding neighborhood, buildings and uses, including not-yet-developed uses identified in approved development plans.
2. The development plan substantially complies with any City- adopted plans that are applicable to the site, such as master plans, neighborhood plans, corridor plans, facilities plans, urban renewal plans, or design manuals.
3. The project meets dimensional standards, such as but not limited to, building setbacks, building height and building area set forth in this chapter, or any applicable FBZ or PUD requirement.
4. The project grading, drainage, flood protection, stormwater quality and stormwater mitigation comply with the City's Drainage Criteria Manual and the drainage report prepared for the project on file with the City Engineering Department.
5. The project provides off-street parking as required by this chapter, or a combination of off-street or on-street parking as permitted by this chapter.
6. All parking stalls, drive aisles, loading/unloading areas, and waste removal areas meet the location and dimension standards set forth by this chapter.
7. The project provides landscaped areas, landscape buffers, and landscape materials as set forth in this chapter and the Landscape Design Manual.
8. The project preserves, protects, integrates or mitigates impacts to any identified sensitive or hazardous natural features associated with the site.
9. The building location and site design provide for safe, convenient and ADA-accessible pedestrian, vehicular, bicycle, and applicable transit facilities and circulation.
10. The number, location, dimension and design of driveways to the site substantially comply with the City's Traffic Criteria Manual. To the extent practicable, the project shares driveways and connects to drive aisles of adjoining developments.
11. The project connects to or extends adequate public utilities to the site. As required by Colorado Springs Utilities, the project will extend the utilities to connect to surrounding properties.
12. If necessary to address increased impacts on existing roadways and intersections, the project includes roadway and intersection improvements to provide for safe and efficient movement of multi-modal traffic, pedestrians and emergency vehicles in accordance with the City's Traffic Criteria Manual, public safety needs for ingress and egress and a City accepted traffic impact study, if required, prepared for the project.
13. Significant off-site impacts reasonably anticipated as a result of the project are mitigated or offset to the extent proportional and practicable. Impacts may include, but are not limited to light, odor and noise.

CONDITIONAL USE REVIEW CRITERIA

The Planning Commission may approve and/or modify a conditional use application in whole or in part, with or without conditions, only if all three (3) of the following findings are made:

- A. Surrounding Neighborhood: That the value and qualities of the neighborhood surrounding the conditional use are not substantially injured.
- B. Intent of Zoning Code: That the conditional use is consistent with the intent and purpose of this Zoning Code to promote public health, safety and general welfare.
- C. Comprehensive Plan: That the conditional use is consistent with the Comprehensive Plan of the City.

USE VARIANCE REVIEW CRITERIA

The following criteria must be met in order for a Use Variance to be granted:

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property that do not apply generally to the property or class of uses in the same zone so that a denial of the petition would result in undue property loss; and
2. That such variance is necessary for the preservation and enjoyment of a property right of the petitioner; and also,
3. That such variance will not be detrimental to the public welfare or convenience nor injurious to the property or improvements of other owners of property.

Project Statement

Description: Pikes Vista is a Small Lot Planned Unit Development located at 6685 Templeton Gap Road. We propose forty five (45) single family residences on 5.89 acres of land. There is a gross density of 7.64 dwelling units per acre, and a net density of 12.57 dwelling units per acre. The housing type is generally a duplex style, with the residence on its own lot, fee simple. There is one exception to this. One residence on the property is a single home, without a shared, common wall. There is a single access point into the property from Templeton Gap Road and internal streets provide access within the property. Cul-de-sacs terminate the streets within the property. There is a detention area at the southeastern part of the property, along Vickie Lane. This area, included with a surrounding open space will provide a recreational area exceeding half an acre. Additional recreational opportunity is provided by 8' easements parallel to Vickie Lane and Templeton Gap Road which are designated as equestrian trails. Paved emergency fire access will be provided from Vickie Lane.

Justification: The proposed project seeks to address the continuing challenge of affordable housing in El Paso County. It is the intention of this project to provide a price point which is achievable to first time home buyers. The decision to pursue a Small Lot Planned Unit Development (street oriented units) on the property was driven by this goal. The smaller lots and home footprints were a viable way of achieving a reasonable asking price for home purchase.

The property to the east of this development is also a PUD zoning (specifically, PUD A0), so this infill has a similar adjacent use. A six foot tall opaque fence is being proposed on the property to provide privacy and enclosure and to buffer the site from surrounding properties. The submittal will include building elevations which will detail exterior building material, dimensions and roof pitch. The City will review the drawings as part of the submittal to consider their compatibility within the neighborhood.

The traffic impact of the project should be minimal, with a single point of egress on Templeton Gap Road. Internal drives serve the residences well, and minimize additional impervious area with dual cul-de-sac layout, rather than a loop system. Additionally, the layout allows for greater recreational / open space. Parking is largely accommodated on a "per lot" basis, with garage plus driveway parking. Additional common guest parking is provided in three areas throughout the site. These thirteen spaces are in groups of four, four, three and two providing access central to the residential area and to the recreational open space. Pedestrian circulation within the site is provided by a sidewalk which fronts each home and flanks the entrance drive out to Templeton Gap Road. A landscape plan is provided and features plant material requiring minimal water use, in keeping with xeric philosophy.

All building setbacks and dimensional standards, parking spaces, drive aisles and architectural constraints required by the PUD are addressed on the plan.

The project grading, drainage, floodway protection, stormwater quality and stormwater mitigation comply with the City's Drainage Criteria Manual. The designers of those systems are in communication with City Engineering to insure compliance. As part of the plan set, sheets will be included which specifically address grading criteria.

The project area includes no sensitive or hazardous natural features. Similarly, there is no separate mineral estate owner(s) on the property according to the assistant recording manager of El Paso County Clerk and Recorder.

The design of the subdivision accommodates a pedestrian friendly environment, with all lots served by a sidewalk. The single entrance denies the use of the community used as a potentially higher speed connector. Additionally, cul-de-sacs provide an informal play area.

Each duplex residence is accessed by a driveway. The driveway is a single slab which fills the width of the building, with half the pad used by one unit, and the other by the neighbor. It complies with the traffic criteria manual (4.5 residential sight distance).

The project will connect to existing public utilities (water, sewer, electric and gas) along Templeton Gap. Colorado Springs Utilities shall make the final determination of these connections, so they may not be the same as the preliminary utility plan. The water system facilities must meet Springs Utilities criteria for water quality, reliability and pressure, including looping requirements (see Springs Utilities line extension and service standards).

A traffic technical memorandum has been composed by a professional civil engineer and provided separately. A single entrance point onto Templeton Gap Road is proposed from this subdivision.

A six foot tall concrete privacy fence along the property fronting Templeton Gap Road will be provided. There will be no external impact of excess light, noise or odor beyond standard residential expectation.

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named: Calculus Stabilis Corp./CO corporation

2. The type of entity is a:

- Corporation
- Nonprofit Corporation
- Limited Liability Company
- General partnership
- Limited partnership
- Registered limited liability partnership
- Business trust
- Trust
- Registered limited liability limited partnership
- Limited partnership association
- Unincorporated nonprofit association
- Government or governmental subdivision or agency
- Other _____

3. The entity is formed under the laws of (state): Colorado, USA

4. The mailing address for the entity is: 4225 Basswood Drive, Colorado Springs, CO 80920

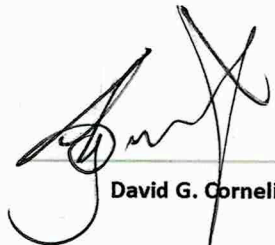
5. The name and position of each person authorized to execute licenses, and/or instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

6. (Optional) The authority of the foregoing person(s) to bind the entity is
 not limited limited as follows: _____

7. (Optional) Other matters concerning the manner in which the entity deals with interest in real property: N.A.

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

Executed this 28 day of September, 2021

By: 
David G. Cornelius Swart

STATE OF Colorado)
County of El Paso) ss.

The foregoing instrument was acknowledged before me this 28th day of September

2021 by David G. Cornelius Swart as CEO of Calculus Stabilis Corp

Witness my hand and official seal

My Commission Expires: 04/26/2025


Notary Public

Nathaniel Ray Withington
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20214016534
MY COMMISSION EXPIRES 04/26/2025

Natural Features Report for the proposed Pikes Vista Subdivision located at 6685
Templeton Gap Road

There are no natural waterways, lakes, geological formations or forested areas on this site. Likewise, the grassed site is generally level in nature with a small mound in the center of the site. There are two 6'x60' existing concrete pans at the western portion of the site running parallel and approximately seven feet apart. Generally, any precipitation would flow to the south along a slope of approximately 2%.

**BYLAWS
OF
PIKES VISTA HOMEOWNERS ASSOCIATION,
INC.**

**BYLAWS OF
PIKES VISTA HOMEOWNERS ASSOCIATION, INC.**

TABLE OF CONTENTS

ARTICLE 1	1
OBJECT	1
ARTICLE II	1
MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM AND PROXIES	1
ARTICLE III	2
ASSOCIATION MEETINGS	2
ARTICLE IV	3
BOARD OF DIRECTORS	3
ARTICLE V	7
OFFICERS	7
ARTICLE VI	9
INDEMNIFICATION OF OFFICERS, DIRECTORS, AND MANAGING AGENT	9
ARTICLE VII	9
AMENDMENTS	9
ARTICLE VIII	9
MORTGAGES	9
ARTICLE IX	10
EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS, AND	10
ARTICLE X	11
OBLIGATIONS OF THE OWNERS	11
ARTICLE XI	12
ASSOCIATION NOT FOR PROFIT	12
ARTICLE XII	12
DOCUMENT CONFLICT	12
ARTICLE XIII	12
ASSESSMENTS	12
ARTICLE XIV	12
CORPORATE SEAL	12
ARTICLE XV	13
MISCELLANEOUS	13

**BYLAWS
OF
PIKES VISTA HOMEOWNERS ASSOCIATION, INC.**

These Bylaws are hereby adopted as the bylaws of PIKES VISTA HOMEOWNERS ASSOCIATION, INC. and supersede any and all previous bylaws in their entirety.

**ARTICLE I
OBJECT**

1. PIKES VISTA HOMEOWNERS ASSOCIATION, INC. (the "Association") shall be a nonprofit corporation.

2. The purpose for which this nonprofit Association is formed is to govern the property that has been submitted to the provisions of the Declaration of Covenants, Conditions, and Restrictions for PIKES VISTA HOMEOWNERS ASSOCIATION, INC. recorded in El Paso County, Colorado Records (the "Declaration"). Terms defined in the Declaration shall have the same meanings herein unless otherwise defined, and in the Colorado Common Interest Ownership Act, as amended, C.R.S. § 38-33.3-101, et seq.

3. All present or future owners, tenants, future tenants or any other person that might use in any manner the property described in the Declaration are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Lots (as defined in the Declaration and sometimes referred to herein as a "Unit" or the "Units") or the mere act of occupancy of any of said Units will signify that these Bylaws are accepted, ratified and will be complied with at all times.

**ARTICLE II
MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM AND PROXIES**

1. Membership. Membership in the Association shall be as set forth in the Declaration. Such membership shall terminate without any formal Association action whenever such person ceases to be the Owner of a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Association during such ownership and membership in the Association, or impair any rights or remedies that the Unit Owners have, either through the Board of Directors of the Association or directly, against such former Owner and Member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2. Voting. Each membership shall have the vote(s) appurtenant thereto as described in the Declaration. When more than one person holds the membership, they shall appoint one of their co-members as proxy to cast the vote for that membership. Such vote shall be cast as the Owners thereof agree, but in no event shall more than one vote per question be cast with respect to any one membership. If the co-members cannot agree as to the manner in which their vote should be cast when called upon to vote, then they will be treated as having abstained.

3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of at least sixty-seven percent (67%) of votes entitle to be cast on the matter by the Members shall constitute a quorum. Unless otherwise specifically provided by the Declaration, the Articles of Incorporation of the Association, or these Bylaws, all matters coming before a meeting of members at which a proper quorum is in attendance, in person and/or by proxy, shall be decided by a majority of the votes validly cast at such meeting. Nothing contained in these Bylaws or the Articles of Incorporation of the Association shall limit or prohibit the exercise by Declarant of the reserved rights of Declarant under the Declaration.

4. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Unit.

ARTICLE III **ASSOCIATION MEETINGS**

1. Association Responsibilities. The affairs of the Association will be managed by its Board of Directors (hereinafter referred to as the “Board”).

2. Place of Meeting. Meetings of the Association shall be held at such place within the State of Colorado as the Board may decide.

3. Annual Meeting. The annual meeting of Members of the Association shall be held at a date and time stated or fixed in accordance with a resolution of the Board of Directors. At such Meetings there shall be elected by ballot of the Members a Board of Directors according to the requirements of Section 4 of Article IV of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

4. Special Meetings. The President may call a special meeting of the Members upon his own initiative or as directed by resolution of the Board or upon receipt of a petition signed by at least ten percent (10%) of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of a majority of the Members present, either in person or by proxy. Any such meetings shall be held at such place and time as the President decides within thirty (30) days after receipt by the President of such resolution or petition.

5. Notice of Meetings. The Secretary shall cause to be mailed or delivered a notice of each annual or special meeting, stating the purpose of it and the time and place it is to be held, to each Member of record, at the registered address of each Member, at least fifteen (15) but not more than thirty (30) days before such meeting. The mailing of a notice in the manner provided in this Section or the delivery of such notice shall be considered notice served, and the certificate of the Secretary that notice was duly given shall be prima facie evidence of it.

6. Adjourned Meetings. If any meeting of Members cannot be organized because a

quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting, to a time not less than forty-eight (48) hours from the time the original meeting was called.

7. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of Minutes of preceding meetings;
- (d) Reports of Officers;
- (e) Reports of Committees;
- (f) Election of Directors;
- (g) Unfinished business;
- (h) New business;
- (i) Adjournment.

ARTICLE IV **BOARD OF DIRECTORS**

1. Number and Qualification. The Board shall have at least one (1) but not more than five (5) Directors, who shall govern the affairs of this Association until their successors have been duly elected and qualified. To be eligible to be a member of the Board of Directors, a person must be a natural person of at least eighteen (18) years of age. A Director need not be a resident of this state or a member of the Association.

2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Community Area. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners of the Units:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the Bylaws of the Association and supplements and amendments thereto.

(b) To establish, make and enforce compliance with such rules and regulations as may be necessary to carry out the Association's purposes, with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member upon the adoption thereof.

(c) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the areas in the Community Area required to be maintained by the Association.

(d) To obtain and maintain all insurance required or permitted under the Declaration or otherwise deemed advisable by the Association.

(e) To prepare a budget for the Association in the manner set forth in the Declaration to determine the amount of the common expense assessments payable by the Owners to meet the common expenses of the Community Area, and allocate and assess such common expenses among the Owners as set forth in the Declaration and to adjust, decrease or increase the amount of the common expense assessments and to levy and collect special assessments.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a Member as is provided in the Declaration and these Bylaws. The Board shall have the duty, rights, power and authority to suspend the voting rights of any Member in the event that any assessment made remains unpaid more than thirty (30) days from the due date for payment of it. Such rights may also be suspended for a period not to exceed sixty (60) days for infraction of published rules and regulations of the Association.

(g) To borrow funds to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board may deem necessary and, upon the written consent of the members entitled to vote, to give security therefor. Such indebtedness shall be the several obligations of all of the Members in the manner set forth in the Declaration. The persons who shall be authorized to execute promissory notes and security instruments on behalf of the Association shall be the President, Vice President, and Secretary.

(h) To enter into contracts to carry out their duties and powers and to hire and fire all personnel necessary for the operation, maintenance, repair and replacement of the areas for which the Association is responsible under the Declaration.

(i) To establish a bank account or accounts for the common treasury and for all separate funds of the Association that is required or may be deemed advisable.

(j) To make repairs, additions, alterations and improvements to the areas required to be maintained by the Association.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to allow examination thereof at any reasonable time by each Member and First Mortgagees of Units, and to cause a certified public accountant to prepare a compilation or review financial statement of the books and records of the Association at the end of each fiscal year in accordance with generally accepted accounting principles. At the option of the Board, an annual review or audited financial statement may be required.

(l) To prepare and deliver annually to each Member the reports prepared under subsection (k) above.

(m) To meet at least annually.

(n) To supervise all officers, agents and employees of this Association, and to see that their duties are properly done.

(o) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual common expense assessment against each Unit;

(2) Send written notice of each annual common expense assessment to every Owner subject thereto in the manner and at the times set forth in the Declaration; and

(3) Foreclose the lien against any Unit for which assessments are not paid within such time period determined by the Board of Directors and in accordance with the Declaration and applicable law after the due date or bring an action at law against the Owner personally obligated to pay the same;

(p) Subject to the provisions of the Declaration: to issue or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether any assessment has been paid; a reasonable charge may be made by the Board of Directors for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment to that person who relies thereon to his detriment.

(q) To cause all officers and employees having fiscal responsibilities to be bonded, if and as it may deem appropriate.

(r) To employ the services of a manager or managing agent, or both, and such independent contractors or other employees as they deem necessary, and delegate any of their duties to such persons; provided, however, that when so delegated, the Board of Directors shall not be relieved of its responsibilities under the Declaration, the Articles of Incorporation or these Bylaws.

(s) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable to carry out the governing and the operation of the Community Area.

3. No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations adopted pursuant hereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the managing agent shall have the right to enforce the same thereafter.

4. Election, Term of Office and Compensation. Except as is otherwise provided by these Bylaws, the Directors shall hold office for a term of three (3) years or until their successors have been elected and hold their first meeting. The terms of the Board of Directors elected at the first annual meeting of the Board held after the reserved rights of the Declarant to appoint and remove officers and directors of the Association terminates shall be staggered with three (3) members being elected for one (1) year and, if the total number of directors is five (5), two (2)

members elected for three (3) years. As the terms of such members of the Board expire, their successors shall be elected for terms of three (3) years. No Director shall be entitled to receive any compensation for the performance of his duties, but shall be entitled to reimbursement for reasonable and necessary expenses incurred by him for the benefit of the Association. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors before each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the board of Directors as it shall in its discretion decide, but not less than the number of vacancies that are to be filled. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, although they may constitute less than a quorum; and each person so elected shall be a Director until his successor is elected.

6. Removal of Directors. At any regular or special meeting of Members duly called, any one or more of the Directors (other than Directors appointed by Declarant) may be removed with or without cause by a vote of a majority of the Members, and a successor may then be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting before voting thereon.

7. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be decided, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days before the day named for such meeting.

8. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as provided above), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) or more Directors.

9. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place of it. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

10. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

11. Fidelity Bonds. The Board may require that any officer and/or employee of the Association and any managing agent who handles or is responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds, regarding the Association's officers and employees only, shall be a common expense.

ARTICLE V **OFFICERS**

1. Designation. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board, and such assistant officers as the Board shall, from time to time, elect. Except the President, such officers need not be members of the Board of Directors, but each shall be an Owner, an officer or director of a corporate Owner of a Unit in the Community Area, a general partner in a partnership that owns a Unit, a member or manager of a limited liability company that owns a Unit, or the Declarant or its representative(s), if Declarant is a Member. Any two or more offices may be held by the same person, except the office of President and Secretary.

2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Resignation, Removal, Vacancies, and Multiple Offices. Any officer may be removed from office with or without cause upon an affirmative vote of the Board of Directors. Any officer may resign any time after giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board at any regular meeting or special meeting called for that purpose. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and Board. He shall have all the general powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners as from time to time he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Vice President. The Vice President shall have all the powers and authority and

perform all the functions and duties of the President in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties and shall exercise and discharge such other duties as may be required of him by the Board.

6. Secretary. The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Association; the Secretary shall have charge of such books and papers as the Board may direct; and shall, in general, perform all the duties incident to the office of secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their registered addresses as shown on the records of the Association. Such list shall also show opposite each Member's name the number or other appropriate designation of the Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In addition, a list of all Mortgagees of Units shall be maintained to the extent such Mortgagees provide written notice to the Association of their mortgage interest. The records referred to in this subsection may be maintained by a managing agent.

7. Treasurer. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; provided, however, that when a managing agent has been delegated the responsibility of collecting and disbursing funds, the Treasurer's responsibility shall be to review the accounts of the managing agent not less often than quarterly.

ARTICLE VI **INDEMNIFICATION OF OFFICERS, DIRECTORS, AND MANAGING AGENT**

1. Indemnification. The Association shall indemnify every Director and officer, their respective successors, estate, personal representatives and heirs, against all loss, costs and expenses, including attorneys' fees, reasonably incurred by them concerning any action, suit or proceeding to which they may be made parties because of their being or having been a Director or officer of the Association, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct or as otherwise prohibited by the Colorado Revised Nonprofit Corporation Act, as amended from time to time. In case of a settlement (which must be approved by the attorney for the insurers if paid out of insurance funds), indemnification shall be provided only concerning such matters covered by the settlement about which the Association is advised by the Association's attorneys that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duties as such Director or officer in relation to the matter involved. These rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost, and expense incurred or suffered by the Association because of, arising out of, or concerning the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article VI shall be deemed to obligate the Association to indemnify any Member(s) or Owner(s) of a Unit, who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of such person's status as a

Member or Owner under the Declaration , Articles and Bylaws.

2. Other. Contracts or other commitments made by the Board of Directors, officer(s) or the managing agent shall be made as agent for the Association, and they shall have no personal responsibility on any such contract or commitment.

ARTICLE VII **AMENDMENTS**

1. These Bylaws may be amended by the Directors at a duly constituted meeting of the Directors for such purpose. The Bylaws may contain any provisions for the regulation or management of the affairs of the Association not inconsistent with Colorado law, the Declaration or the Articles of Incorporation. Amendments to the Bylaws may be recorded in the records of the Clerk and Recorder of El Paso County, but such recordation shall not be a requirement for the validity of such amendments.

ARTICLE VIII **MORTGAGES**

1. Notice to Association. A Member who mortgages his Unit shall notify the Association, through the Association's Secretary, of the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units."

2. Notice of Unpaid Common Expenses. This Association, whenever so requested in writing by a Mortgagee of a Unit, shall promptly report any then unpaid common expenses dues from the Owner of its mortgaged Unit, or any other default by, the Owners of a mortgaged Unit, which delinquency in payment or other default is not cured within sixty (60) days from the date of the occurrence.

3. Notice of Default. When giving notice to a Member of a default in paying common expenses or other default, the Board shall send a copy of such notice to each holder of a mortgage covering such Unit if the Association has actual knowledge of said Mortgage and such Mortgagee has requested such notice in writing.

4. Examination of Books. Upon payment of a reasonable fee not to exceed Fifty Dollars (\$50.00), and upon ten (10) days' written notice to the Board or the managing agent of the Association, any Owner shall be entitled to obtain a certificate of status of assessments setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. Current copies of the Declaration, Articles of Incorporation and Bylaws of the Association, rules and regulations governing the Association, and other books, records and financial statements of the Association, shall be made available to Owners, First Mortgagees of Units and insurers or guarantors of any such First Mortgage. Current copies of the Declaration, Articles of Incorporation, Bylaws, rules and regulations, and the latest financial statement of the Association shall be available for examination by prospective purchasers of Units. The word "available," as used herein, shall at least mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances.

ARTICLE IX
EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS, AND
DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership. Any person on becoming an Owner of a Unit and a Member of the Association shall furnish to the Secretary of the Association a copy of the recorded instrument vesting that person with an interest or ownership in the Unit, which copy shall remain in the files of the Association.

2. Registration of Mailing Address. The Owners or several Owners of an individual Unit shall have the same registered mailing address to be used by the Association for mailings to Members and/or Owners of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, limited liability company, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Member or Owner shall be furnished to the Secretary of the Association within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interest of the Owners thereof. Unless otherwise notified by the Owner, the registered mailing address shall be the address of the Unit of such Owner.

3. Designation of Voting Representative - Proxy. If a Unit is owned by one person, his right to vote shall be established by his record title thereto. If title to a Unit is held by more than one person or by a firm, corporation, partnership, limited liability company, association or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one person or an alternate person to attend all annual and special meetings of members and thereat to cast whatever vote the Owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the Owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Section 3. The requirements herein contained in this Article IX shall be first met before an Owner of a Unit shall be deemed in good standing and entitled to vote at any annual or special meeting of Members.

ARTICLE X
OBLIGATIONS OF THE OWNERS

1. General.

(a) Each Member shall comply strictly with the provisions of the recorded Declaration, the Articles of Incorporation and these Bylaws and amendments thereto.

(b) Each Member shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Community Area was created.

2. Rules and Regulations. The Board reserves the right to establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of the Community Area with the right to amend the same from time to time. Copies of such rules and regulations shall be furnished to each owner prior to the date when the same shall become effective.

ARTICLE XI **ASSOCIATION NOT FOR PROFIT**

1. This Association is not organized for profit. No Member, member of the Board, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board, officer or Member; provided, however, always that any Member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association. The provisions herein are not applicable to the managing agent or other service provider to the Association, regardless of whether such provider is related in any way to the Declarant, who shall perform its manager's duties, functions or services according to a written agreement for the compensation stated therein.

ARTICLE XII **DOCUMENT CONFLICT**

1. In the case of a conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws or between the Declaration and the Articles of Incorporation, the Declaration shall control.

ARTICLE XIII **ASSESSMENTS**

1. Assessment Procedure in General. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Owner's Unit. Any assessments which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from ten (10) days following the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may impose a late charge in the amount of \$200.00 for any delinquent assessments. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Unit. Interest, late charges, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment or leasing of his Unit.

ARTICLE XIV **CORPORATE SEAL**

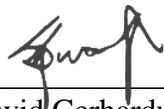
1. The Association shall have a seal in circular form having within its circumference the words: "PIKES VISTA HOMEOWNERS ASSOCIATION, INC."


ARTICLE XV
MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

2. Action By Members of Directors Without a Meeting. Any action required to be taken at a meeting of the Members or Directors of the Association or any action which may be taken at a meeting of the Members or Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the Members or all the Directors entitled to vote with respect to the subject matter thereof, as the case may be. This consent shall have the same force and effect as a unanimous vote.

IN WITNESS WHEREOF, the undersigned, being the members of the Board of Directors of PIKES VISTA HOMEOWNERS ASSOCIATION, INC. have hereunto set their hands as of September 30, 2021, 2021.

By: 
Name: David Gerhardus Cornelius Swart
Title: Director

By: 
Name: Chrisjan Jacques Van Heerden
Title: Director

AFTER RECORDING, RETURN TO:

DECLARATION
OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
PIKES VISTA HOMEOWNERS ASSOCIATION,
INC.

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PIKES VISTA HOMEOWNERS ASSOCIATION, INC.,**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PIKES VISTA HOMEOWNERS ASSOCIATION, INC., is made effective as of _____, 2021 (“Declaration”), by **CALCULUS STABILIS CORP.**, a Colorado corporation (“Declarant”), in order to create a common interest community pursuant to the Colorado Common Interest Ownership Act (“CCIOA” or the “Act”) Section 38-33.3-101, et seq., Colorado Revised Statutes.

**ARTICLE I
GENERAL**

Section 1.1 Common Interest Community. The name of the common interest community created by this Declaration is “Pikes Vista.” Pikes Vista is a planned community as defined in CCIOA Section 38-33.3-103 (22).

Section 1.2 Property Affected. Declarant is the owner of real property in the City of Colorado Springs (the “City”), El Paso County (the “County”), Colorado, described on Exhibit A attached hereto and incorporated herein by this reference (the “Community Area”).

Section 1.3 Purposes of Declaration. The purpose of this Declaration is to: (a) further a common and general plan for those parcels of land which are part of the Community Area; (b) protect and enhance the quality, desirability and attractiveness of all property within the Community Area; (c) provide for the Association to hold, maintain and manage certain common properties and amenities in the Community Area and to perform certain functions for the benefit of owners of land within the Community Area; (d) define the duties, powers and rights of the Association; and (e) define certain duties, powers and rights of Owners.

Section 1.4 General Scheme and Plan of Community Area. The Community Area created by this Declaration shall be used as a paired patio home development. The Community Area shall only include the property described on Exhibit A.

Section 1.5 Declaration. Declarant hereby declares that the Community Area, and each part thereof, shall, on and after the date this Declaration is recorded, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, easements, limitations, reservations, exceptions and other provisions set forth in this Declaration, all of which are declared to be a part of and in furtherance of a common and general plan of development, improvement, enhancement and protection of the Community Area. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with Section 15.1 hereof, shall bind, be a charge upon and inure to the mutual benefit of: (a) all of the property within the Community Area and each part or parcel thereof; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all other persons and entities having or acquiring any right, title or interest in any property which is part of the Community Area or any part or parcel thereof or any Improvement (defined in Section 1.6) thereon, and their encumbrances, claimants, heirs, personal representatives, successors and assigns.

Section 1.6 Definitions. Unless otherwise expressly provided in this Declaration, the following words and phrases, whenever used in this Declaration, shall have the following meanings:

(a) Architectural Control Committee. “Architectural Control Committee” shall mean the applicable approving authority then in effect as described in Section 6.1 of this Declaration.

(b) Assessment. “Assessment” shall mean a “Common Assessment,” pursuant to Section 11.3, a “Special Assessment,” pursuant to Section 11.8, and/or a “Site Assessment,” pursuant to Section 11.9, as applicable.

(c) Association. “Association” shall mean Pikes Vista Homeowners Association, Inc., a Colorado nonprofit corporation, its successors and assigns.

(d) Association Documents. “Association Documents” shall mean the various operative documents of the Association, whether recorded or adopted at this time or as the same have been or may be amended, modified, supplemented, or otherwise changed from time to time, all of which are incorporated herein by this reference, and shall include the following: (i) the Articles of Incorporation of the Association (the “Articles of Incorporation”); (ii) the Bylaws of the Association (the “Bylaws”); (iii) this Declaration and all amendments to this Declaration; (iv) the Plat for property within the Community Area; (v) the Community Guidelines; and (vi) the Development Plan and all amendments thereto.

(e) Association Property. “Association Property” or “Association Properties” shall mean and refer to Tracts A, B, C, D, E and F, Pikes Vista Filing No. 1, together with all Improvements located thereon and all common property owned by the Association. Tracts A, B, C, D, E, and F are for the purpose of open space, landscaping and detention pond creation and maintenance, as further depicted on the Plat. Tracts A, B, C, D, E, and F will be owned and maintained by the Association. Association Property shall also include those improvements for the general benefit of the Community Area, without limitation, general fences, common sidewalks, community mailboxes, private drainage improvements and irrigation taps for the Association Property, regardless of the location of such improvements within the Community Area, all of which may be accessed by the Association pursuant to the Association Easements provided for in this Declaration.

The Association may, from time to time, be granted additional Association Properties. The Association shall be obligated to maintain all aspects of any Association Properties which are granted to it, other than those aspects which are specifically identified on the Plat or in the public record as being the obligation of another party. The Association hereby acknowledges that its responsibilities with respect to the Association Properties include, without limitation, all Improvements, drainage related facilities, and community mailboxes located within any Association Properties. All of the Association Properties will be “common elements” as defined in CCIOA Section 38-33.3-103 (5).

Notwithstanding any contrary provision, any items described in CCIOA Section 38-33.3-202 and any shutters, parking spaces, driveways, doorsteps, fenced areas, chimneys, utility lines, porches, patios, entryways, stairs, or sidewalks leading solely to a Patio Home, whether located upon the Association Property or upon any Lot, may be assigned or allocated as a “Limited Common Area” by the Declarant for the exclusive use of the Owners of the Patio Home(s) to which they are assigned, allocated or attached, and they shall be cleaned and kept in good condition by the Association as an Association common expense. Any such allocation or assignment may be made by plat, surveyor’s statement, deed or any document recorded by the Declarant or by the Association after the Period of Declarant Control (as defined in Section 7.5(a)). This term shall have the same meaning as “limited common elements” under the Act and may be reallocated pursuant to CCIOA Section 38-33.3-208. Each Owner shall be solely responsible for keeping clean, maintaining, repairing, and replacing his deck at his sole cost, other than to the extent damage results from an Association insurance covered event and

insurance proceeds are made available to the Association to undertake the applicable repairs. To the extent any such insurance proceeds are paid to the Association for a particular deck, the Association shall undertake deck repairs for that deck solely to the extent of available insurance proceeds. All remaining repairs or replacement costs shall be the responsibility of the Owner.

(f) Board. “Board” shall mean the Board of Directors of the Association.

(g) Community Area. “Community Area” shall mean the real property described on Exhibit A, together with any and all Improvements now or hereafter on such real property and appurtenances and rights to such real property. If and when added by the Declarant, the Community Area shall also include those portions of real property that have been made subject to this Declaration by the written approval of a majority vote of the Owners in the Community Area.

(h) Community Guidelines. “Community Guidelines” shall mean the Community Guidelines and all rules and regulations of any kind or type, if any, adopted by the Board as provided in Section 8.9 of this Declaration

(i) Declarant. “Declarant” shall mean Calculus Stabilis Corp., a Colorado corporation, its successors and assigns. A Person shall be deemed a “successor and assign” of Declarant only if specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration, and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. Notwithstanding the foregoing, a successor to Declarant, by consolidation or merger shall automatically be deemed a successor or assign of Declarant under this Declaration.

(j) Declaration or Covenants. “Declaration” or “Covenants” shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Pikes Vista Homeowners Association, Inc., in its entirety, including all attached exhibits and all subsequent amendments.

(k) Design Guidelines. “Design Guidelines” shall mean the guide, if any, adopted by the Architectural Control Committee pursuant to Section 6.2.

(l) Development Plan. “Development Plan” shall mean the Development Plan for Pikes Vista, as approved by the City and all amendments thereto.

(m) First Mortgage. “First Mortgage” shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the records of the Office of the Clerk and Recorder of the County of El Paso, Colorado, pertaining to a Lot and having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments).

(n) First Mortgagee. “First Mortgagee” shall mean and refer to any Person named as a mortgagee or beneficiary under any First Mortgage or any successor to the interest of any such Person under such First Mortgage.

(o) Improvements. “Improvements” shall mean all structures and any appurtenances thereto or components thereof of every type or kind, including, but not limited to, buildings, outbuildings, concrete additions or pavers, gardens, swimming pools, hot tubs, basketball backboards and supporting structures, decks, porches, patios, patio covers or screening, awnings, painting or other finish material of any exterior surfaces or any visible structure, additions, walkways, bicycle and/or pedestrian trails, sprinkler pipes, garages, carports, roads, driveways, parking areas,

fences, screening walls, retaining walls, stairs, fixtures, Landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, swamp coolers, solar equipment, and exterior air conditioning and water softener fixtures. "Improvements" shall also mean an 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.

(p) Landscape. "Landscape" shall mean a type of Improvement consisting of the treatment of ground surface with live plant materials, wood chips, crushed stone, decorative rocks, mulch materials or other decorative surfacing materials. For purpose of this definition, the word "Landscape" shall include all other forms of the word Landscape, such as "Landscaped" and "Landscaping."

(q) Lot. "Lot" shall mean a parcel of land within the Community Area which is shown as a lot on the Plat upon which at least one Patio Home may be constructed pursuant to City ordinances, and which is not part of the Association Properties. Each Lot constitutes a "unit" as defined in CCIOA Section 38-33.3-103(30).

(r) Member. "Member" shall mean a member of the Association, who must also be an Owner. Membership in the Association shall be appurtenant to, and may not be severed from, ownership of a Lot.

(s) Owner. "Owner" shall mean the record title holder, including Declarant, whether one or more Persons, of fee simple title to a Lot, including sellers under executory contracts under Colorado law.

(t) Patio Home. "Patio Home" shall mean the attached single-family residential dwelling improvement constructed and located upon a Lot.

(u) Person. "Person" shall mean a natural person, a corporation, a limited liability company, a partnership (including general, limited and limited liability partnerships) or any other public or private entity recognized as being capable of owning real property under Colorado law.

(v) Plat. "Plat" shall mean the plat for Pikes Vista Filing No. 1, recorded in the real property records of El Paso County, Colorado on _____, 2021 at Reception No. _____.

(w) Related User. "Related User" shall mean: (a) any Person who resides with an Owner within the Community Area; (b) a guest or invitee of an Owner; (c) an occupant, tenant or contract purchaser or any Patio Home on a Lot; and (d) any family member, guest, employee, agent, representative, licensee, contractor, invitee or cohabitant of Owner or any of the foregoing Persons.

ARTICLE 2 ASSOCIATION PROPERTY USE; RESTRICTIONS

Section 2.1 Title to the Association Property. Subject to the limitations and restrictions of this Declaration, title to the Association Property shall be conveyed in fee simple, free and clear of all monetary encumbrances, by the Declarant to the Association, on or before the expiration of the Period of Declarant Control; such conveyance shall exclude all water rights, if any. The Association shall be obligated to accept title to each such Association Property when conveyed to it by Declarant.

Section 2.2 Non-Division of Association Property. The Association Property shall remain undivided and shall not be subject to partition. By the acceptance of his/her deed or other instrument of conveyance or assignment, each Owner specifically waives his right to institute and/or maintain a partition action or any other action designed to cause a division of the Association Property. Each Owner specifically agrees not to institute any action therefor. Further, each Owner agrees that this section may be pleaded as a bar to the maintenance of such an action. A violation of this provision shall cause the Association to receive, jointly and severally, from the parties violating the same, the actual attorney fees, costs and other damages the Association incurs in connection therewith. It is agreed by all Owners that the foregoing restrictions are necessary to preserve the rights of all Owners regarding the operation and management of the Association Property. Nothing contained herein shall be construed as a limitation of the right of legal partition of a Lot between the Owners thereof, but such legal partition shall not affect any other Lot, nor shall any such partition sever any part thereof from such Lot as a whole.

Section 2.3 Owners' Easement of Enjoyment. Subject to the limitations and restrictions of this Declaration, every Owner shall have an equal, non-exclusive right and easement of enjoyment in and to the Association Property, including without limitation the right of ingress and egress to and from the Owner's Lot, his parking area, any public or private street, or any recreational facilities completed upon the Association Property, and such easement shall be appurtenant to and shall pass with the title to every Lot without the necessity of additional reference. No illegal activity may be conducted upon or within any party of the Association Property.

Section 2.4 Extent of Owners' Easement of Enjoyment. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to enforce the restrictions contained herein and to promulgate Community Guidelines which every Owner and their Related Users shall strictly comply with, including, but not limited to, the right of the Association to establish reasonable charges for the use of all or a portion of the Association Property if deemed necessary. The Association, acting through the Board, shall have the power to regulate use of Association Properties by Members to enhance further the overall rights of use and enjoyment of all Members, including without limitation, imposing limits on the times of use and numbers of guests permitted to use the Association Properties.

(b) The right of the Association, as provided in its Articles or Bylaws, to suspend an Owner's voting rights and the right to use the Association Property for any period during which such Owner is in default under this Declaration, including without limitation the non-payment of any assessment levied by the Association, and to make such suspensions for a period not to exceed sixty (60) days for any infraction of its published Community Guidelines;

(c) The right of the Association to consent to or otherwise cause the construction of additional Improvements on the Association Property or alteration or removal of any existing Improvements on the Association Property for the benefit of the Members of the Association; and to close or limit the use of the Association Property while maintaining, repairing and making replacements in the Association Property. The Association shall have the right to grant easements under, over, across, through and upon the Association Property as long as the easements granted do not interfere with the use of a Lot;

(d) The right of the Association to dedicate or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes, subject to the provisions of hereof and CCIOA Section 38-33.3-312, and subject to such conditions as may be imposed by the public entity;

(e) The rights of the Association as set forth in the Association's Articles of Incorporation and Bylaws, including, without limitation, to borrow money for the purpose of improving the Association Property and, subject to the provisions of CCIOA Section 38-33.3- 312, to mortgage said property as security for any such loan;

(f) the right of the Declarant (until termination of the Period of Declarant Control) or the Association's Board (after termination of the Period of Declarant Control) to assign or allocate any part of the Association Property to be a limited common area, for the exclusive use of a particular Owner; and

(g) No Owner shall be allowed to use the Association Property to conduct business without the prior written permission of the Association.

Section 2.5 Delegation of Use. Subject to the provisions of this Declaration and any Community Guidelines which may be established from time to time by the Association concerning the Association Property, any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Association Property and facilities to such Owner's Related Users. Each Owner shall, to the extent permitted by law, be liable for any damage done to the Association Property by such Owner's Related Users and for any breach of the Association's Community Guidelines by such persons.

Section 2.6 Non-Dedication of Association Property. Declarant, in recording this Declaration, has designated certain areas of land as Association Property intended for the common use and enjoyment of Owners for recreation and other related activities. The Association Property is not dedicated hereby for use by the general public but is dedicated to the common use and enjoyment of the Owners, as more fully provided in this Declaration.

ARTICLE 3

DECLARATION TO PRESERVE THE RESIDENTIAL CHARACTER OF THE COMMUNITY AREA

Section 3.1 Property Uses. Except as otherwise provided in this Article 3, all Lots in the Community Area will be used exclusively for Patio Home purposes. No business, profession or other activity conducted for gain shall be carried on or within any Lot or Patio Home; provided that any uses that are permitted under the City home occupation ordinance shall be permitted. If the home occupation ordinance is hereafter repealed, then for purposes of this Declaration and its enforcement, the provisions of the home occupation ordinance in effect at the time of the recordation of this Declaration shall be incorporated herein as a part of this Declaration. Any violation of the home occupation ordinance shall be a violation of this Declaration. The Declarant or the Association shall have the right, from time to time, to establish Community Guidelines regarding the use of a Patio Home for any home occupations, including regarding increased traffic within the Community Area.

Section 3.2 Improvements. No Improvement shall be erected within the Community Area except Patio Homes approved by the Architectural Control Committee and other Improvements which have been approved by the Architectural Control Committee or Improvements which Declarant or its designees are authorized to place or construct within the Community Area by the terms of this Declaration. No Improvement, other than a Patio Home, and no trailer, mobile home, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other Improvement may be placed on any Lot before completion of the Patio Home upon such Lot except with the permission of the Declarant or the Architectural Control Committee.

Section 3.3 Construction Type. All construction shall be new. No building previously used at

another location nor any building or Improvement originally constructed as a mobile dwelling may be moved onto a Lot except as expressly provided in Section 3.7 for temporary construction, sales or administration buildings.

Section 3.4 Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of an approved Improvement or its alteration unless such building materials are stored in the garage on the Lot or otherwise enclosed and fully screened in a manner approved by the Architectural Control Committee.

Section 3.5 Substantial Completion. A Patio Home shall not be occupied in the course of original construction until substantially completed and, if required by applicable law, until a certificate of occupancy has been issued by all necessary governmental or quasi-governmental authority.

Section 3.6 Construction Completion. The exterior of a Patio Home must be completed within one (1) year after the commencement of construction. Construction of any Improvements on a Lot, other than a Patio Home, must be completed within six (6) months after commencement of construction. The deadlines set forth above shall apply, except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency, widespread infectious disease or illness, or natural calamities and except if the Architectural Control Committee approves a longer period of construction due to unusual circumstances. For purposes of this Section 3.6, "commencement of construction" for a Patio Home is defined as the obtaining of necessary building permits and the excavation of earth for a foundation, and for all other Improvements is defined as the undertaking of any visible exterior work. If construction is not completed within the above time periods or such later time approved by the Architectural Control Committee, or if construction shall cease for a period of forty-five (45) days without permission of the Architectural Control Committee, the Architectural Control Committee may give the Owner of the Improvements involved written notice of such fact, and if construction on such Improvement is not diligently commenced within thirty (30) days after such notice and thereafter diligently prosecuted to completion, the unfinished Improvement or unfinished portion thereof may be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner.

Section 3.7 Construction or Sales Offices. Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by Declarant or with the permission of the Declarant or the Architectural Control Committee. Model homes may be used and exhibited only by Declarant or with the permission of the Declarant or the Architectural Control Committee. Temporary buildings permitted for construction or administration purposes or for sales offices shall be promptly removed when they cease to be used for these purposes.

Section 3.8 Construction Debris. During the progress of construction, the Owner of a Lot shall use commercially reasonable efforts to ensure that the Lot is kept free of debris and trash, all of which shall be deposited in the trash container area. When construction is commenced upon a Lot, the Owner shall provide a trash container and cause it to be properly used and maintained during construction. Such trash containers must be placed within the Owner's Lot unless the Declarant or the Architectural Control Committee, in its sole discretion, authorizes its location within the street. The Owner shall use commercially reasonable efforts to ensure that no construction materials, debris or trash shall be allowed on the property of others and any materials, trash or debris blown off the Lot shall be promptly retrieved and disposed of properly. In addition, the Owner of a Lot shall cause all excess dirt which may be generated from excavation on the Lot to be removed from the Lot or street following completion of construction.

Section 3.9 Avigation Notice. **NOTICE: THIS PROPERTY MAY BE IMPACTED BY NOISE AND OTHER SIMILAR SENSORY EFFECTS OF FLIGHT BY AIRCRAFT USED IN**

THE UNITED STATES AIR FORCE ACADEMY'S AIRMANSHIP PROGRAM. THIS NOTICE SHALL REMAIN IN EFFECT UNTIL THE AIR FORCE ACADEMY SHALL CEASE TO BE ACTIVELY USED FOR FLIGHT TRAINING PURPOSES. THIS NOTICE SHALL RUN WITH THE LAND.

**ARTICLE 4
DENSITY, SETBACK AND QUALITY STANDARDS**

Section 4.1 Limitation on Dwellings and Subdivisions. No more than one (1) Patio Home shall be constructed or maintained within any Lot. No Lot shall be re-platted or otherwise subdivided without the approval of the Architectural Control Committee and applications for such approval will not be favored in the absence of extreme hardship. Lot line adjustments which do not result in an increase in the number of Lots and which are made to accommodate building plans approved by the Architectural Control Committee may be approved by the Architectural Control Committee in its sole discretion. This Section does not apply to and shall not restrict Declarant's rights under Article 10. An Owner will be solely responsible for obtaining all required governmental approvals for any such Lot line adjustments and approval by the Architectural Control Committee shall not remove that obligation.

Section 4.2 Setbacks. All construction must conform to the setback requirements of the City building code, zoning code and subdivision regulations and all other applicable governmental or quasi-governmental agencies having appropriate jurisdiction for front, rear and side Lot lines, as of the date of commencement of construction.

Section 4.3 Height Restrictions. The height of any Patio Home or other Improvements constructed or to be constructed on any Lot within the Community Area is hereby restricted and shall not exceed the height as may be required by the City. Height shall be measured in accordance with the City's height standards and requirements.

Section 4.4 Exterior Colors and Materials. All exterior colors and materials, including roofing materials, used on Patio Homes and other Improvements shall be as determined by Declarant at the time of initial installation and thereafter must be as determined and approved by the Association, in accordance with the Development Plan and the Community Guidelines.

Section 4.5 Antennae and Roof Projections; Satellite Dishes. Except as provided below in this section, no aerial, antenna, or other device for reception or transmission of radio or television or other electronic signals shall be maintained on the roof of any building, nor shall any such aerial, antenna or other device be mounted at any location so as to be visible from neighboring properties or adjacent streets. Plans for Improvements, other than FCC Protected Structures, as defined below, must be submitted to and approved by the Architectural Control Committee prior to installation. If the Architectural Control Committee disapproves such structure, the party requesting approval may modify its plans to eliminate the Architectural Control Committee's objections and resubmit them for approval. If any such aerial, antenna, satellite dish or other device is installed without the approval of the Architectural Control Committee, the Architectural Control Committee shall have the rights set forth in this Declaration. Notwithstanding the above, one (1) customer-end antenna that is (i) designed to receive direct broadcast satellite service that is one meter or less in diameter, (ii) designed to receive video programming services via multiple distribution services that is one meter or less in diameter or diagonal measurement, or (iii) designed to receive television broadcast signals, all as defined by the Federal Communications Commission or the Telecommunications Act of 1996, as may be amended from time to time (collectively, "FCC Protected Structures"), shall be permitted so long as the means, method and location of such antennae comply with the rules adopted from time to time by the Architectural Control Committee. No unreasonable delay or unreasonable increase in the cost or installation or maintenance of

an FCC Protected Structure shall be imposed by such rules, nor shall the rules prevent reception or otherwise make reception impossible for any Owner who shall seek to install an FCC Protected Structure, other than for health and safety reasons. Notwithstanding the above, no antenna used to transmit signals to, and/or receive signals from, multiple customer locations will be permitted.

Section 4.6 Fences.

(a) Lot Fences. No fencing (including, without limitation, privacy fences, animal pens, dog runs and other enclosures) shall be permitted within any Lot or otherwise within the Community Area other than fencing previously approved in writing by the Declarant or the Architectural Control Committee.

(b) Tract Fences. Declarant reserves the right (but shall not have the obligation) to construct or install, in its sole discretion, fencing and/or related Landscaping within portions of the Association Property (the "Tract Fencing"). Nothing contained herein will require Tract Fencing provided for above to be constructed by Declarant. The Tract Fencing, if installed by Declarant, shall thereafter be maintained and kept in good condition and repair by the Association. The height, design, color and/or other aspect of the Tract Fencing may not be increased, altered or modified by any Lot Owner adjacent to such fencing.

(c) Maintenance; Alterations. No additions or attachments shall be made to any Tract Fence. No sign of any type shall be displayed from the Tract Fence, other than promotive sales signs for initial Patio Home sales by Declarant or persons authorized by the Declarant or the Architectural Control Committee, and not signs for resales. If the maintenance requirements described in this section are not properly performed, the Declarant shall have the right (but not the obligation) to perform such maintenance at the expense of the Association following due notice of the Association's noncompliance with its maintenance obligation as provided in this section. Entry on an applicable Lot by the Association or Declarant in order to construct or maintain the Tract Fence shall not be deemed a trespass. Neither the Association nor Declarant shall be liable for any loss, costs or damages to any applicable Lot Owner within the Community Area on account of its performance of such maintenance, except for any such loss, cost or damage caused by gross negligence or willful misconduct. The Association may from time-to-time record in the real property records of the County, a map or other documentation confirming the location of the Tract Fence within the Community Area.

Section 4.7 Underground Utilities. All utilities that will be installed within the Community Area after the date of execution of this Declaration, including electrical, telephone, and cable television service, and excepting lighting standards and customary service devices for access, control or use of utilities, shall be installed underground. The Declarant may grant approval for temporary aboveground utility lines as needed during construction. This section shall have no applicability to overhead utilities or aboveground utilities that are or were in place prior to the date of execution of this Declaration.

Section 4.8 Garage and Driveway. The Patio Home on each Lot may include either a one or two-car, attached, fully enclosed garage. Each Lot shall include a driveway, which shall be improved with concrete. No Lot shall contain more than one (1) driveway which directly accesses the garage from a public or private street. No additions, alterations, or modifications (other than repairs or equivalent replacements) shall be permitted to be made to the garage or driveway.

Section 4.9 Compliance with Building Codes. All construction must conform to the City building codes, zoning codes and subdivision regulations, which regulations may vary from the provisions of this Declaration; provided, however, if this Declaration is more restrictive than such governmental codes and regulations, then the more restrictive provisions of this Declaration shall control.

ARTICLE 5
LIVING ENVIRONMENT STANDARDS

Section 5.1 Association Maintenance. The Association shall provide such maintenance and repair as follows:

(a) Paint, repair, replace, maintain and care for roofs, stucco, gutters, downspouts, driveways, and exterior building surfaces, including without limitation, perimeter walls, and patios of the Patio Homes, but excluding glass surfaces, exterior light bulbs, doors, whether to the residence and/or the garage, screens and windows, and repair and/or replacement, staining and/or painting of decks to the extent insurance proceeds are not provided to the Association for the particular repair, all of which shall be each Owner's responsibility unless otherwise determined in writing by the Association). Deck color shall be uniform and be determined by the Association. An Owner shall not paint or change the appearance of the exterior of his Patio Home without the prior written approval of the Board. The Association shall paint or re-stain the exterior of all Patio Homes and repair or resurface the stucco as often as the Board deems (in its sole discretion) necessary to keep such exterior from having a weather-beaten appearance.

(b) All repair, replacement, improvement and maintenance of the Association Property, and all improvements located thereon, including without limitation, any Landscaping, sprinkler system, any roadways, driveways, utility lines (including any common utilities within a Lot or Patio Home which also serve another Patio Home, and also any lines located outside of the exterior walls of a Patio Home but not including any maintenance which is the responsibility of any public or private utility company or entity), all water lines located within the private streets within the Community Area and other portions of the Association Property, any light fixtures, sidewalks, and pathways, or other Improvements located on the Association Property. Except as provided herein, an Owner shall keep any Limited Common Areas cleaned and in good condition; provided, an Owner shall not alter, paint, change, modify, expand, restrict, remove or construct such Improvements nor otherwise modify the Association Property or the exterior appearance of the Lot, nor shall any Owner install Improvements on such areas, without the prior written approval of the Architectural Control Committee.

(c) Repair and replacement of any buildings or Improvements upon the Lot insofar as the Association receives insurance proceeds or makes a Special Assessment to accomplish such repair or replacement.

Section 5.2 Inspections

(a) Completion Inspection and Association Acceptance of Association Property. The Association acknowledges that at such time as certain improvements or phases of the Patio Home development within the Community Area are completed by the Declarant, a third-party inspector selected by the Declarant to serve as a representative of the Association ("Completion Inspector") will inspect the completed improvements or phase within the Community Area to determine compliance with the Development Plan. The Completion Inspector shall create a list of matters, if any, which require repairs or additional work in order to comply with the Development Plan. Declarant shall promptly thereafter complete the list of repairs and additional work and provide evidence thereof to the Completion Inspector who shall then issue a Certificate of Completion for the applicable Improvements or phase of the development within the Community Area. Upon issuance of the Certificate of Completion, the applicable Improvements or phase of development within the Community Area shall be deemed to be substantially complete, any applicable warranty period shall commence as of the date of issuance of the Certificate of Completion, and the applicable improvements or phase will be fully transitioned to the Association for

maintenance as provided for in Section 5.2 (b).

(b) Maintenance Inspections. The Association and each Owner hereby acknowledges that periodic inspections of various Association Improvements and maintenance items are essential to insure proper maintenance and management of the Association Properties as a whole. The Association and each Owner hereby covenants to cause the Association to timely undertake, through a third-party inspector (“Inspector”), the Maintenance Inspections described below and to implement the recommendations of the Inspector.

(i) No later than September 1 of each year, the Association shall obtain an inspection of the Community, including all Improvements and other components of the Community for which the Association has an obligation to perform maintenance, repairs or replacement under this Declaration (the “Maintenance Inspection”). The Maintenance Inspection shall include an evaluation on a building-by-building basis of all Patio Homes in the Community, as well as all other Improvements, separately evaluated, for which the Association has an obligation to perform maintenance, repairs or replacement under this Declaration. The report of the Maintenance Inspection shall include a review of the Association’s repair and replacement reserves, and recommendations with respect to the increase or decrease of those reserves to address any recommended maintenance, repairs or replacements in the Community.

(ii) To perform the Maintenance Inspection, the Association shall engage the services of a qualified professional engineer or licensed architect having substantial experience in the construction and/or repair of multi-family residential properties in the metropolitan area in which the Community is located (the “Maintenance Inspector”). The Maintenance Inspector shall create a report of the Maintenance Inspection, copies of which report shall be furnished to the Association’s Board, and the original of which shall be maintained with the Association’s books and records for a period of at least eight (8) years following the date of the Maintenance Inspection. The cost of the Maintenance Inspection, including any fees and expenses of the Inspector, shall be a part of the Common Assessment.

(iii) If the report of the Maintenance Inspector recommends that certain maintenance be undertaken, or that certain repairs or replacements be performed, the Association shall cause such maintenance, repairs or replacements to be completed within a reasonable time, unless the Board determines that the cost of such maintenance, repairs or replacements can be defrayed only through a Special Assessment. Unless the Board determines that the cost of such maintenance, repairs or replacements can be defrayed only through a Special Assessment, such cost shall be a part of Common Assessment. If the Board determines that such cost can be defrayed only through a Special Assessment, the Board shall promptly submit the matter for approval as provided in Section 11.8 of the Declaration. If the Association approves the Special Assessment for such maintenance, repairs or replacements, then the Association shall cause such maintenance, repairs or replacements to be performed within a reasonable time after the Special Assessment has been levied, or such earlier time as the Board deems appropriate.

(iv) Each Owner acknowledges that timely Maintenance Inspections and implementation of the Maintenance Inspector’s recommendations constitute proper maintenance and repair of the Association Properties. Each Owner further acknowledges that the failure of the Association to either timely undertake the Maintenance Inspections or implement the Maintenance Inspector’s recommendation shall constitute negligent maintenance by the Association of the Association Property.

Section 5.3 Willful or Negligent Damage. In the event that the need for maintenance or repair described in Section 5.1 is caused, in the sole discretionary determination of the Association, through the willful or negligent acts or omissions of any Owner, his family, guests, tenants, contractors, or invitees, or other persons or parties acting with the consent of any of the foregoing, including without

limitation any pets or animals of those persons or parties, the cost of such maintenance shall be the personal obligation of such Owner, shall be added to and become part of the assessment (a Site Assessment) to which the Lot of such Owner is subject, and shall become a lien against such Owner's Lot as provided in Article 11 of this Declaration.

Section 5.4 Access at Reasonable Hours. For the purpose of performing the maintenance referred to in Section 5.1 and inspections related thereto, the Association shall have the right, after reasonable notice to the Owner or occupants thereof and during regular business hours, to enter upon any Lot and Improvements thereon, and such entry shall not be deemed a trespass. In emergency situations, the Association may enter without notice at any time, but the Owner or other occupants thereof shall be notified as soon as reasonably possible thereafter. In performing repairs or maintenance authorized under this Article, the Association shall not be liable for any loss, cost or damage caused by its action, except of its gross negligence or willful misconduct.

Section 5.5 Owner Maintenance. Except as provided in Section 5.1, the Owner shall be responsible for all other maintenance and repairs, including without limitation maintenance of his Lot, Patio Home, any fixtures, furnishings, equipment and appliances located thereon, which shall be maintained in good condition. All utilities, fixtures and equipment installed within a Patio Home, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of such Patio Home, shall be maintained and kept in good condition and repair by the Owner thereof, except for any common utilities serving other Patio Homes which shall be the Association's responsibility as provided in Section 5.1. Each Owner shall keep the vegetation, including turf (if any), within his/her Lot trimmed and mowed and all Landscaping properly maintained in good condition. Each Owner hereby acknowledges that the requirement in this Declaration to maintain each Lot or any Improvements in "good condition" and "properly maintained" shall be based upon a standard of care which is appropriate for single-family residential areas in the County which are of a comparable quality and nature and in accordance with the Development Plan, which shall include, but not be limited to, maintaining such items set forth in this Section 5.5 in such a fashion that the soil surrounding the foundations of the Patio Homes and other Improvements shall not become so impregnated with water that they cause expansion or shifting of the soils supporting the improvements or other damage to the Improvements and do not impede the proper functioning of the drainage, Landscaping or the sprinkler system (if any) as originally installed. Such maintenance shall include, where necessary, the removal or replacement of improperly functioning Landscaping, drainage, or sprinkler system elements and shall also include preventing ponding and regrading and resurfacing where necessary to provide for adequate drainage and preventing Owners from installing Landscaping or using water on the Lots in such a way as to endanger the structural integrity or the stability of any of the Landscaping, drainage or sprinkler systems, the Patio Home or the other Improvements upon the Lots or Association Property.

An Owner shall do no act nor any work that will impair any easement or utility service, nor do any act nor allow any condition to exist which will adversely affect the use and enjoyment of the other Lots or the provision of utility services to such Lots. No Owner shall, in whole or in part, change the Landscaping adjacent to or upon his Lot by the addition or removal of any items thereon without the prior written approval of the Architectural Control Committee. If Owner fails to fulfill his responsibilities under this Section, the Association, at its option, may take such action as it deems appropriate, including without limitation, performing the Owner's obligations, after ten (10) days' notice to such Owner, except in emergencies, and any costs resulting therefrom shall be an assessment against such Owner and his Lot and shall be due and payable by the Owner thereof. Entry to affect such repairs and maintenance shall not be deemed a trespass, and the Owner shall be liable for all costs incurred in connection with the repairs and maintenance.

Section 5.6 Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Patio Homes and placed on or immediately adjacent to the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and if the Association does not restore such wall with Insurance proceeds or a special assessment, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provisions of this Section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Resolution of Disputes. All disputes concerning the party wall, or under the provisions of this Section 5.6, shall be resolved by submitting the matter to the Board of Directors of the Association. The Association's decision regarding any matter submitted pursuant to this Section 5.6 shall be final and binding on the Owners. The Association may charge a reasonable fee to hear any matters brought pursuant to this Section 5.6.

Section 5.7 Management Agreements and Other Contracts. The Association may enter into agreements for professional management of the Association's business. Each Owner shall be bound by the terms and conditions of any management agreement entered into by the Association. Any agreement for professional management of the Association's business shall provide for termination by either party with or without cause and without payment of a termination fee upon thirty (30) days' prior written notice, and shall have a maximum term of one (1) year. Any contracts and leases during the Period of Declarant Control shall be subject to the provisions of CCIOA. If professional management has been previously in effect after being required by any holder, insurer or guarantor at that time or later, any decision to terminate professional management and to establish self-management by the Association shall require the prior consent of sixty-seven percent (67%) of the First Mortgagees (based upon one (1) vote for each First Mortgagee held) and vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are attached, who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5.8 Outside Storage. When not in use, all equipment for the maintenance of a Lot or Patio Home shall be stored in the Owner's Patio Home or otherwise adequately screened so as not to be visible from neighboring properties or adjoining streets.

Section 5.9 Refuse. Following the initial construction of a Patio Home, 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 therefore, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street, except during refuse collections. After a period of one (1) week of continued violation of this section, the Association or Declarant shall have the right to enter upon the Lot involved and remove such unsightly objects or materials at the expense of the Owner. Such an entry shall not be deemed a trespass, and the Owner shall be liable for all costs incurred relative thereto.

Section 5.10 Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within any Lot or in any Patio Home. Excluding the activities expressly described in this Declaration, no annoying lights, sounds or odors shall be permitted to emanate from any Lot or Patio Home.

Section 5.11 Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for security purposes, shall be located, used or placed on any Improvement or within any Lot, except with the prior approval of the Architectural Control Committee.

Section 5.12 Grading Patterns. No Owner may change the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original, approved finish grading plan for a Lot except after first obtaining the prior consent and approval of the Declarant or the Architectural Control Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture.

Section 5.13 Transmitters. No electronic or radio transmitter of any kind other than garage door openers, electronic devices and transmitters permitted by Title 47, Part 15 of the United States Code and remote control devices for televisions, stereos, video cassette recorders and similar equipment shall be operated in or on any Improvement or Lot.

Section 5.14 Animals. No animals, except domesticated birds or fish and other small domestic animals permanently confined indoors and those permitted pursuant to this Section 5.17, shall be permitted within any Lot. Domesticated dogs and domesticated cats may be kept or maintained in or on any Lot within the Community Area only if kept as pets, subject at all times to compliance with the Community Guidelines. No animals shall be kept or maintained within the Community Area for any commercial purposes, and no animals shall be bred within the Community Area for any reason. No animal of any kind shall be permitted which in the sole opinion of the Association makes an unreasonable amount of noise or odor or is a nuisance. All dogs shall be kept on a leash and cleaned up after and attended to by their Owners when present in the Association Property. An Owner shall be responsible for any damage caused by the pet. The Board may adopt Community Guidelines and impose such fines as are deemed advisable to enforce these provisions.

Section 5.15 Restrictions on Parking and Storage. Notwithstanding any other provision contained herein, no vehicles of any type shall be parked on any private street within the Community Area. Except as specifically authorized by the Association, no part of the Community Area, including but not limited to public or private streets, drives, or parking areas, and no part of the streets adjoining the Community Area shall be used as a parking, storage, display, or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, truck larger than 3/4 ton, bus, or self-contained motorized recreational vehicle, except if stored in a garage or

as temporary expedience for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles within the Community Area as necessary for the construction of Patio Homes or the maintenance of the Association Property or Lots or making deliveries or performing services. No abandoned vehicles shall be stored or parked upon any part of the Community Area or any street adjoining the Community Area, but excluding any area designated for such purpose by the Board. In the event that the Board shall determine in its sole discretion that a vehicle is an abandoned vehicle, then a written notice describing the vehicle will be personally delivered to the Owner thereof (if such Owner can be reasonably ascertained) or will be conspicuously placed on the unused vehicle. If the unused vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the vehicle at the sole expense of the Owner thereof. For the purpose of this Section, an "abandoned vehicle" is any automobile, truck, motorcycle, motor bike, boat, trailer, camper, motor home, house trailer or other similar vehicle which has not been driven under its own propulsion, or has not been moved for a period of seven (7) days or longer. The Board may make Community Guidelines regarding parking and vehicular traffic in the Community Area, and the Board may also designate any parking spaces as solely for the use of visitors or others, unless such spaces have been previously assigned by Declarant to an Owner, and requiring that all Owners park their vehicles inside their assigned spaces, rather than in driveways, streets or other parts of the Community Area. Neither Owners, tenants, guests, family nor other invitees shall park within or obstruct any prohibited area, including without limitation, any fire lane. Any vehicle or other item which is parked in violation of any Community Guidelines shall be subject to immediate removal by the Association at the expense of the Owner of such vehicle. Notwithstanding any provision in the Association Documents, the Association shall not prohibit the parking of a motor vehicle by an Owner on a street, driveway or guest parking area in the Community Area if the vehicle is required to be allowed pursuant to CCIOA Section 38-33.3-106.5 and if all of the criteria contained therein are met.

Section 5.16 Outdoor Burning. There shall be no outdoor fires on any Lot or any of the Association Properties, except fires in barbecue, braziers and outside fireplaces contained within facilities or receptacles intended for such purpose. In no event shall any such facility or receptacle be used for burning of trash. Any such facilities or receptacles shall be subject to the Community Guidelines, which may include limitations on the time and manner in which fires will be permitted and may permit the Association to impose total outside fire bans when deemed appropriate by the Association. No Owner shall permit any condition on such Owner's Lot which creates a fire hazard or is in violation of fire prevention regulations adopted by the City or any governmental authority having jurisdiction and control over outside burning. If any ban on outdoor fires is at any time imposed by the City or a governmental authority having jurisdiction and control over outside burning, such ban shall be observed within the Community Area.

Section 5.17 Hazardous Materials. No materials shall be transported to, from or within the Community Area in such a way as to create a nuisance or hazard. Storage, use or disposal of asbestos or hazardous or radioactive material, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), within the Community Area is prohibited. Any continued or intensive use of pesticides or herbicides is deemed to be a use of hazardous materials.

Section 5.18 Outside Lighting. The Architectural Control Committee may establish various standards for exterior lighting, including, without limitation, standards for hue and intensity. All exterior floodlights and spotlights installed or maintained on any Patio Home or other Improvement must be approved by the Architectural Control Committee prior to installation and shall comply with the restrictions described in Section 3.10 of this Declaration. Declarant shall be allowed to have outdoor lighting for purposes of marketing its model home(s).

Section 5.19 Use of Association Property.

(a) No use shall be made of the Association Property which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Association Property.

(b) The use of the Association Property shall be subject to such Community Guidelines as may be adopted from time to time by the Board of Directors of the Association.

(c) No use shall ever be made of the Association Property which will deny ingress and egress for a substantial period of time to those Owners having access to a public street, to their Lots, to their parking areas, or to any recreational facilities completed upon the Association Property.

Section 5.20 Lots to be Maintained. Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, bottles, cans, implements, machinery, lumber or other building material shall be permitted to remain exposed upon any Lot so that it is visible from any neighboring Lot or street, except as necessary during the construction by Declarant. No condition shall be permitted within any Patio Home, balcony, porch, patio, or deck which is visible from other Patio Homes or the neighboring property and which is inconsistent with the design integrity of the Community Area as determined by the Board in its sole discretion; such conditions include, but are not limited to, window treatments, draperies, hangings, and articles on decks, porches, patios or common areas or visible through a window. The Board may regulate by Community Guidelines, the color and appearance of drapes, shades and window coverings, and the use and condition in which patios and porches are required to be maintained.

ARTICLE 6 ARCHITECTURAL CONTROL

Section 6.1 Architectural Control Committee. Until Declarant has sold all of the Lots in the Community Area, or until such earlier time as Declarant elects to assign the right to appoint the Architectural Control Committee, the Architectural Control Committee for the Community Area shall consist of one (1) to three (3) members appointed by Declarant from time to time. After the right to appoint the Architectural Control Committee for the Community Area has been transferred to the Board, the Architectural Control Committee for the Community Area shall consist of at least three (3) and not more than five (5) individuals, all of whom shall be appointed by the Board. All references in this Declaration to the Architectural Control Committee shall be deemed to refer to the Architectural Control Committee, whether such committee is appointed by the Declarant or the Board. The members of the Architectural Control Committee need not be Members of the Association. The Architectural Control Committee shall exercise the functions assigned to it by this Declaration and the Design Guidelines, if any, including reviewing and approving all plans for Improvements as provided in this Declaration.

Section 6.2 Design Guidelines. The Architectural Control Committee may, at any time and from time to time, enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce, a design guide for the Community Area, or other design or architectural guidelines, to interpret and/or implement any provisions of this Declaration (collectively, the "Design Guidelines"). The Design Guidelines may (without limitation): (i) contain guidelines to clarify the types of designs and materials that may be considered in design approval; (ii) state requirements for submission in order to obtain review by the Architectural Control Committee; (iii) state procedural requirements; and/or (iv) specify acceptable Improvements that may be installed without the prior approval of the Architectural Control Committee. Any Design Guidelines so adopted by the Architectural Control Committee shall be consistent, and not in conflict with, this Article 6 or this Declaration. If adopted, copies of the Design Guidelines will be available from the Association or the Architectural Control Committee.

Section 6.3 Approval Required. No Improvement shall be placed, erected, installed or permitted to occur or exist on any Lot, nor shall the exterior of any existing Improvements be altered, nor shall any construction be commenced on any Improvements, unless and until the plans and specifications for such Improvements shall have been submitted to and approved in writing by the Architectural Control Committee or unless otherwise permitted by the Design Guidelines.

Section 6.4 Plans Submissions. All plans, samples and other materials to be submitted to the Architectural Control Committee shall be submitted in duplicate, together with the fee described in Section 6.5 hereof. In discharging its rights and obligations hereunder, the Architectural Control Committee makes no representations or warranties to the Owner or any other person or entity, and the Architectural Control Committee shall have no liability or responsibility for defective installation or other similar matters. Each Owner of a Lot acknowledges and agrees that the Declarant, in discharging its rights and obligations hereunder, is not making any warranty or representation, expressed or implied, that any Improvement is suitable for that Lot.

Section 6.5 Approval Process. All action required or permitted to be taken by the Architectural Control Committee shall be in writing, and any such written statement shall establish the action of the Architectural Control Committee and may protect any person relying on the statement. The procedure for submitting requests and obtaining approvals shall be as established from time to time by the Architectural Control Committee. The Architectural Control Committee may charge reasonable fees to cover expenses incurred in review of all plans (including without limitation Landscaping plans), samples and materials submitted pursuant to this Declaration, not including reimbursement or compensation to the members of the Architectural Control Committee for their services. The Architectural Control Committee shall be entitled to retain one (1) copy of all approved plans as part of its files and records. Approvals of all plans and specifications for an Improvement will automatically expire within one (1) year after approval if construction is not commenced within one (1) year after approval, and if approval so expires, the applicant must resubmit a request for approval of the Improvement.

Section 6.6 Approval Standards. All Improvements to be constructed or installed within the Community Area must comply with the Design Guidelines and this Declaration. In granting or withholding approval of matters submitted to it, the Architectural Control Committee shall consider the specific standards and specifications set forth in this Declaration. The Architectural Control Committee shall have the right to disapprove any plans, specifications or details submitted to it if it determines, in its sole discretion, that (i) the proposed Improvement is not consistent with any provision of this Declaration; (ii) the plans and specifications as submitted are incomplete; or (iii) the plans, specifications or details, or any part thereof, are contrary to the interest, welfare or rights of all or any part of the Community Area, the Association or the Owners. The decisions of the Architectural Control Committee shall be final and binding unless they are clearly arbitrary and there is no rationale to support the Architectural Control Committee's decision.

Section 6.7 No Liability. Neither Declarant, the Board nor the Architectural Control Committee or any member thereof shall be liable in damages or otherwise to anyone submitting plans to them for approval, or to any Owner by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve the plans. Approval by the Architectural Control Committee shall not mean that plans and specifications are in compliance with the requirements of any local building codes, zoning ordinances or other governmental regulations, and it shall be the responsibility of the Owner or other person submitting plans to the Architectural Control Committee to comply with all codes, ordinances and regulations.

ARTICLE 7

ASSOCIATION OPERATION

Section 7.1 Association Structure. The Association has been formed as a Colorado corporation under the Colorado Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in the Association Documents. As more specifically set forth hereinafter, the Association shall have a Board to manage its affairs. The Board shall be elected by its Members; provided, however, that the Declarant shall have the right to appoint the members of the Board as provided in Section 7.5.

Section 7.2 Board of Directors. The affairs of the Association shall be managed by a Board. The Board shall consist of a minimum of two (2) members during the Period of Declarant Control stated in Section 7.5 and thereafter shall consist of at least three (3) but not more than five (5) members, as determined by the Board. All members of the Board shall be representatives of Declarant or Members of the Association. The terms and qualification of the members of the Board shall be fixed in the Articles of Incorporation and Bylaws. The Board may, by resolution, delegate portions of its authority to an executive committee or to other committees, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for the management of the affairs of the Association. Action by or on behalf of the Association may be taken by the Board or any duly authorized committee, officer, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration or by Colorado law. All lawful decisions, agreements and undertakings by the Board, or its authorized representatives, shall be binding upon all Members, Owners, Related Users and other Persons.

Section 7.3 Membership in Association. Each Owner shall be a Member of the Association. An Owner shall automatically be the holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except an Owner may assign some or all of the Owner's rights as an Owner and as Member of the Association to a contract purchaser, tenant or First Mortgagee, and may arrange for such Person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for fulfillment of the obligations of the Owner under the Association Documents. The rights acquired by any such contract purchaser, tenant or First Mortgagee shall be extinguished automatically upon termination of the sales contract, tenancy, or First Mortgage. The assignment of rights by an Owner pursuant to this section shall not be subject to any present or future statutory time limit for the duration of duly notarized proxy rights, but shall be in writing, and delivered to the Association before such Person shall be entitled to exercise any membership rights or privileges. All rights, title and privileges of membership shall be subject to the Association Documents.

Section 7.4 Voting Rights of Members. Subject to the provisions of Section 7.5 which shall control, Members shall have the right to cast votes for the election of Board and on such other matters to be voted on by the Members as provided in the Association Documents. One vote is allocated to each Lot and Members shall have one vote for each Lot owned. The one vote for each Lot may not be split if there is more than one Owner of the Lot, and if the Owners are unable to determine how to cast the one vote allocated to their Lot pursuant to the provisions of CCIOA Section 38-33.3-310, then the Owners shall be deemed to have abstained. Voting rights and procedures may be further defined in the Articles of Incorporation and Bylaws.

Section 7.5 Declarant's Reserved Right to Appoint.

(a) Notwithstanding any contrary provision, but subject to the requirements of Section 7.2 of this Declaration and CCIOA Section 38-33.3-303(6), Declarant hereby reserves the right

to appoint the Board, to control the Association and to appoint and remove the officers and members of the Board at all times subsequent to the date of recordation of this Declaration and continuing for a period of twenty (20) years following the date on which this Declaration is recorded (the "Period of Declarant Control"), subject to the following limitations: the Period of Declarant Control shall terminate no later than the earlier of: (i) sixty (60) days after conveyance of seventy-five percent (75%) of all of the Lots that may be created within the Community Area to Owners other than a Declarant; (ii) two (2) years after Declarant has last conveyed a Lot in the ordinary course of business; or (iii) two (2) years after any right to add new Lots was last exercised, but not to exceed ten (10) years after the first Lot in the Community Area is conveyed to a purchaser. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the Period of Declarant Control, but in that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. It is hereby expressly acknowledged that any action by Declarant to surrender its authority over the Association or its Board will in no way limit Declarant's rights and authority with respect to architectural control matters or to consent to modifications to the Covenants, all as provided in this Declaration, unless such rights are expressly terminated or waived by Declarant.

(b) Not later than sixty (60) days after conveyance to Owners, other than Declarant, of twenty-five percent (25%) of the Lots that may be created, at least one (1) member, and not less than twenty-five percent (25%) of the members of the Board shall be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Owners other than Declarant, not less than one-third (1/3) of the members of the Board must be elected by Owners other than Declarant.

(c) Except as otherwise provided above, not later than the termination of any Period of Declarant Control, the Owners shall elect a Board of at least three (3) but not more than five (5) members, at least a majority of whom must be Owners other than the Declarant or designated representatives of Owners other than the Declarant. The Board shall elect the officers. These Board members and officers shall take office upon termination of the Period of Declarant Control.

(d) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Owners, by a sixty-seven percent (67%) vote (based upon Proportionate Interest) of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present following the termination of the Period of Declarant Control may remove any member of the Board with or without cause, other than a member appointed by Declarant. Within sixty (60) days after the Owners, other than Declarant, elect a majority of the members of the Board, the Declarant shall deliver to the Association all property and items described by CCIOA Section 38-33.3-303(9).

ARTICLE 8 DUTIES AND POWERS OF ASSOCIATION

Section 8.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Members and to maintain the Association Property. The Association, acting through the Board or representatives to whom the Board has delegated such powers, shall have the duties and powers given non-profit corporations, including without limitation those hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Members, to maintain, improve and enhance Association Properties, to improve and enhance the attractiveness, desirability and safety of the Community Area, and to use Association funds to enforce this Declaration. The Association shall have and may exercise all powers enumerated in CCIOA Section 38-33.3-302, except as expressly otherwise provided in the Association Documents or by Colorado law. Except

as expressly otherwise provided in the Association Documents or by Colorado law, the Association shall act through the Board, without the vote or meeting of the Members, and the Board may exercise all rights, powers and interests of the Association, as described in this Article or elsewhere in the Association Documents.

Section 8.2 Duty to Accept Property and Facilities Transferred by Declarant. The Association shall accept title to any property, including without limitation any Improvements thereon, any easement or other right, and personal property transferred to the Association by Declarant or by any third party with Declarant's permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests and contractual rights or licenses to use property. Any property or interest in property transferred to the Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board, be transferred to the Association free and clear of all liens (other than the lien of property taxes and assessments not then due and payable) but shall be subject to the terms of this Declaration. No representation, express or implied, is made that the Declarant will or will not transfer property to the Association, except as specifically provided in this Declaration.

Section 8.3 Duty to Manage and Care for Property. To the extent owned by the Association, the Association shall, to the extent the Association determines to be commercially reasonable and financially feasible, manage, operate, care for, maintain and repair all Association Properties and keep the same in an attractive and desirable condition for the use and enjoyment of the Members; provided, however, the Association's maintenance responsibilities for any Association Properties shall not commence until Assessments commence. In addition, the Association may manage, operate, care for, maintain and repair property other than Association Properties, if some or all of the Members will benefit thereby or if such Association action is required pursuant to the Plat or the Development Plan. It is the intent that under this Declaration that the properties, Improvements and facilities the Association will be required to maintain will include (i) the Association Properties described in Section 2.5; and (ii) all other Improvements and areas required to be maintained by the Association by this Declaration, the Declarant, the Plat, or the Development Plan. The specific enumeration of the foregoing items shall not be a limitation on the power and authority of the Association to maintain other items not specifically listed where such repair and maintenance of other items would be in the common interests of the Association and the Owners.

Section 8.4 Duty to Pay Taxes. The Association shall pay all taxes and assessments levied upon the Association Properties owned by the Association and all other taxes and assessments payable by the Association. The Association shall have the right to contest any such taxes or assessments provided that the Association shall contest the same by appropriate legal proceedings which shall have the effect of preventing the collection of the tax or assessment and the sale or foreclosure of any lien for such tax or assessment, and provided that the Association shall keep and hold sufficient funds to pay and discharge the taxes and assessments, together with any interest and penalties which may accrue with respect thereto, if the contest of such taxes is unsuccessful. The Association may maintain reserves for any taxes, interest and penalties which could be incurred as a result of an adverse ruling on any position taken by the Association.

Section 8.5 Duty to Maintain Insurance. The Association shall obtain and keep in full force and effect at all times insurance coverage in accordance with this Declaration and as required by Colorado law.

Section 8.6 Duty to Levy and Collect Assessments. The Association shall levy and collect Assessments as elsewhere provided in this Declaration.

Section 8.7 Power to Provide Security. The Association shall have the right, but not the obligation,

to provide for the security of the Owners by hiring a security patrol and performing any other functions relating to safety and security authorized by the Board or the Members if it sees fit.

Section 8.8 Power to Acquire and Maintain Property and Construct Improvements. The Association may acquire property or interests in property for the common benefit of Owners, including Improvements and personal property. The Association may construct or reconstruct Improvements on property and may demolish existing Improvements. The Association shall have the power to maintain public or private rights of way and to perform maintenance on any portion of the Community Area, whether or not owned by the Association.

Section 8.9 Power to Adopt Community Guidelines. The Association may adopt, amend, repeal and enforce such Community Guidelines as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration and matters related thereto, the operation of the Association, the use and enjoyment of Association Properties, and the use of any other property within the Community Area, including Lots. Any such Community Guidelines shall be reasonable and uniformly applied as determined by the Board in its sole discretion. Community Guidelines shall be effective upon adoption by resolution of the Board. Written notice of the adoption, amendment or repeal or any rule or regulation shall be provided to all Members by the Association, and copies of the currently effective Community Guidelines shall be made available to each Member upon request and payment of the copying cost. Each Owner, Related User, Member and other Person shall comply with such Community Guidelines, and each Owner shall be responsible for ensuring that the Related Users of such Owner comply with the Community Guidelines. Community Guidelines shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Community Guidelines and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 8.10 Power to Enforce Declaration and Community Guidelines. The Association shall have the power to enforce this Declaration and Community Guidelines pursuant to Article 14 hereof.

Section 8.11 Power to Enforce Association Documents. The Association shall have the power to enforce the covenants, terms and provisions of the Association Documents pursuant to Article 14 hereof

Section 8.12 Power to Provide Special Services. The Association shall have the power to provide special services beyond this Declaration to a Member or group of Members and any services to any other Person. Any such service or services shall be provided pursuant to an Agreement in writing, or through one or more amendments to this Declaration, which shall provide for payment to the Association by such Member or group of Members or other Persons of the costs and expenses which the Association estimates it will incur in providing such services, including a fair share of the overhead expenses of the Association, and shall contain provisions assuring that the obligation to pay for such services shall be binding upon any heirs, personal representatives, successors and assigns or the Member or group of Members or other Persons, and may be collected in the same manner as a Site Assessment, or, if the written agreement so provides, in installments as part of the Common Assessments or may be collected in any manner permitted by law or statute or the Association Documents.

Section 8.13 Power to Operate and Charge for Facilities. The Association shall have the power to acquire, create, own and operate any and all such services as it deems appropriate, including, without limitation, Landscape maintenance and to establish charges for the use of services. Such charges or fees shall be as determined from time to time by the Board.

Section 8.14 Power to Grant Easements. The Association shall have the power to grant access, utility, drainage, water facility and any other easements in, on, over or under Association Property for any lawful purpose, including, without limitation, the provision of emergency services, utilities, telephone,

television, or other uses or services to some or all of the Members or to facilitate the development of the Community Area.

Section 8.15 Power to Employ Managers. The Association shall have the power to retain and pay for the services of a manager or managers to undertake any of the management of any functions for which the Association has responsibility under this Declaration to the extent deemed advisable by the Association, and may delegate any of its duties, powers or functions to the manager. Any contract or agreement with a manager shall be terminable by the Association for cause on no more than thirty (30) days prior written notice, and shall be terminable by the Association without cause and without payment of a termination fee on no more than ninety (90) days prior written notice. No such contract or agreement shall be for a term of more than one (1) year. Notwithstanding any delegation to a manager of any duties, powers or functions of the Association, the Association and its Board shall remain ultimately responsible for the performance and exercise of such duties, power and functions. In addition to a manager, the Association may employ and pay a consultant, which may be Declarant, an affiliate of Declarant, or a third party, to assist in operating and managing the Association.

Section 8.16 Power to Engage Employees, Agents and Consultants. The Association shall have the power to hire and discharge employees and agents (except as otherwise provided in management contracts) and to retain and pay for such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association Documents.

Section 8.17 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Colorado corporation formed under the Colorado Nonprofit Corporation Act and all powers contained in CCIOA Section 38-33.3-302, subject to any limitations, restriction, or requirements expressly set forth in the Association Documents.

Section 8.18 Other Powers. The Association shall have the power to regulate the days and hours during which trash and solid waste may be collected or put out for collection in any portion of the Community Area, and the Association may require all Owners to use a common trash collection company or entity selected by the Board. Additionally, the Association will provide snow removal services for the Community Area in accordance with the Community Guidelines to be adopted by the Board. The Association shall have the power, but not any duty, to sponsor or conduct various community activities or special events of a social or recreational nature, to hire and provide a security or courtesy patrol, which shall be unarmed and shall not be a substitute for the City police, and to provide general informational services which may include, without limitation, community newsletter, radio broadcast, cable television services and similar services.

ARTICLE 9 ASSOCIATION PROPERTIES

Section 9.1 Liability of Owners for Damage. Each Owner shall be liable to the Association for any damage to Association Properties or for any expense or liability incurred by the Association, to the extent not covered by insurance, which may be sustained by reason of the negligence or willful misconduct of such Owner or a Related User of such Owner of the Association Documents. The Association shall have the power, as elsewhere provided in this Declaration, to levy and collect a Site Assessment against a Member, Owner, Lot, Related User, or other Person to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of the Association Documents, including without limitation, the deductible on any insurance of the Association, interest, costs, expenses and attorneys' fees, or for any increase in insurance premiums directly attributable to any such damage or violation.

Section 9.2 Damage to Association Properties. In the event of damage to or destruction of all or a portion of the Association Properties due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, then the Association shall levy a Special Assessment in the aggregate amount of such insufficiency pursuant to this Declaration and shall proceed to make such repairs or reconstruction, unless the Owners and First Mortgagees by a majority vote agree not to repair and reconstruct such damage in accordance with the terms and provisions of this Declaration. No distributions of insurance proceeds shall be made to the Owners, unless made jointly payable to Owners and the First Mortgagees, if any. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction or replacement, the Association may use the excess for future maintenance, repair, and operation of and improvements to Association Properties.

Section 9.3 Attorney-in-Fact. All of the Owners and First Mortgagees irrevocably constitute and appoint the Association as insurance trustee under C.R.S. 38-33.3-313(5) and (9) and under this Declaration and as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Community Area in the event of their destruction, damage, condemnation, or liquidation of all or a part of the Community Area or from the termination of the Community Area, including without limitation the repair, replacement and improvement of any buildings, fixtures, improvements and service equipment located on the Community Area (but excluding any furniture, furnishings or other personal property installed by the Owners).

Title to any Lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. As attorney-in-fact, the Association, by its Board or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the power herein granted and to represent the Owners in any proceedings, negotiations, settlements or agreements. The proceeds of any insurance collected shall be payable to the Association, for the benefit of the Association, the Owners and their First Mortgagees as their interests appear, for the purpose of repair, restoration, reconstruction or replacement as provided in this Declaration.

In the event that the Association is dissolved or becomes defunct, a meeting of the Owners shall be held within thirty (30) days after either such event. At such meeting a new attorney-in-fact to deal with the Community Area upon its destruction, damage, or condemnation shall be appointed. Said appointment must be approved by vote or agreement of Owners of Lots to which at least sixty-seven (67%) percent of the votes (based upon Proportionate Interests) in the Association are attached, who are voting in person or by proxy at a meeting duly called for that purpose, and at least sixty-seven (67%) percent of the First Mortgagees. Notwithstanding any contrary provision of this Declaration, the Association's Articles of Incorporation and Bylaws, no Owner or any other party shall have priority over any rights of the First Mortgagee of the Lot pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Community Area.

Section 9.4 Damage or Destruction of Association Property. Any portion of the Community Area for which insurance is required under CCIOA Section 38-33.3-313 which is damaged or destroyed must be repaired or replaced promptly by the Association pursuant to that statutory section.

Section 9.5 Damage or Destruction of Patio Homes.

(a) In the event of damage to or destruction of a Patio Home due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Improvements, shall be applied by the Association, as attorney-in-fact to such reconstruction, and the Improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right, and power as attorney-in-fact to cause the repair and restoration of the Improvements. The Common Assessments shall not be abated during the period of insurance adjustments and repair and reconstruction.

(b) If the insurance proceeds are insufficient to repair and reconstruct any or all of the damaged or destroyed Patio Homes, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a Special Assessment to be made only against the Owners of the damaged or destroyed Patio Homes and their Lots. Such Special Assessment shall be made by the Board of Directors without a vote of the Owners and shall be a debt of each such Owner and a lien on his Lot and may be enforced and collected as is provided in Article 11. The Association shall have full authority, right and power as attorney-in-fact to cause the repair, replacement or reconstruction of the Improvements using all of the insurance proceeds or reconstruction of the Improvements using all of the insurance proceeds for such purposes, notwithstanding the failure of an Owner to pay the assessment.

(c) Notwithstanding any provision to the contrary, but subject to C.R.S. 38- 33.3-313(9) to the extent applicable, if sixty-seven percent (67%) of the First Mortgagees (based upon one (1) vote for each First Mortgagee held) and by vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes (based upon Proportionate Interests) in the Association are attached, who are voting in person or by proxy at a meeting duly called for that purpose, have given their prior written approval, the Association shall provide that the Owners and First Mortgagees of any or all of the destroyed or damaged Patio Homes may agree that such Patio Homes shall forthwith be demolished and all debris and rubble caused by such demolition removed from the Lot, and the Lot regarded and landscaped to the satisfaction of the Board. The cost of such demolition work and landscaping, together with all taxes, liens and encumbrances and any costs in repairing any party walls, shall be paid for by any and all available insurance proceeds, with any deficiency thereof to be paid by the Owner(s) of the applicable Patio Home. Any excess insurance proceeds shall then be disbursed to such Owner and his First Mortgagee jointly and said Owner shall convey merchantable title to his Lot to the Association, free and clear of all liens, encumbrances, assessments, and taxes (except as prorated), for its fair market value as determined by a MAI appraisal, the cost of which shall be paid by the Owner of the applicable Patio Home, with the appraiser thereof to be named by the Association. Upon the Association's acquisition of the Lot, said Lot shall become part of the Association Property.

Section 9.6 Condemnation. If a Lot, or any part thereof, is acquired by eminent domain, the provisions of C.R.S. 38-33.3-107 shall apply. In the event proceedings are initiated by any government or agency thereof, seeking to take by eminent domain the Association Property, any part thereof or any interest therein, any improvement thereon, or any interest therein, with a value (including loss of value to the balance of the Association Property and improvements thereon), as reasonably determined by the Association is in excess of \$5,000.00, the Association shall give prompt notice thereof, including a description of the part of or the interest in the Association Property or Improvement thereon sought to be so condemned, to all Owners. The Association shall have full power and authority to defend in said proceedings, but the Association shall not enter into proceedings pursuant to which the Association Property or any part thereof or any interest therein, is relinquished without giving all First Mortgagees of Lots and all Owners at least fifteen (15) days' prior written notice thereof.

In the event, following such proceedings, there is such a taking in condemnation or by eminent domain of a part or all of the Association Property, the award made for such taking shall be paid to the Association as provided by C.R.S. 38-33.3-107(3) and after the approval described below, the award shall

be applied toward the repair and restoration of the Association Property, the Association shall arrange for the same and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that sixty-seven percent (67%) or more of the Owners and at least fifty-one percent (51%) of First Mortgagees do not duly and promptly approve the repair and restoration of such Association Property, the Association shall disburse the net proceeds of such award jointly to the Owners and their respective First Mortgagees at the rate of one (1) equal share per Lot, except that any award attributable to the acquisition of a limited common element shall be paid solely to the Owner thereof and that Owner's First Mortgagee.

Section 9.7 Repair and Reconstruction. Unless otherwise agreed by sixty-seven percent (67%) of the First Mortgagees (based on one (1) vote for each Lot subject to a First Mortgage held) and by vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes (based upon Proportionate Interests) in the Association are attached, who are voting in person or by proxy at a meeting duly called for that purpose, any restoration or repair of the Community Area and applicable Improvements after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and with the original plans and specifications, and shall restore any Patio Home or other improvement partially condemned or damaged by an insurable hazard to substantially the same condition in which it existed prior to such condemnation or damage.

Section 9.8 Excess Insurance Proceeds. With the prior written approval of sixty-seven percent (67%) of the First Mortgagees (based on one (1) vote for each Lot subject to a First Mortgage held) and by vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes (based upon Proportionate Interests) in the Association are attached, who are voting in person or by proxy at a meeting duly called for that purpose, any insurance proceeds remaining after any repairs or reconstructions are completed shall be paid to each Owner and his First Mortgagee jointly at the rate of one (1) equal share per Lot. Without such approval, any excess insurance proceeds shall be placed in the Association's reserves.

Section 9.9 Notice of Loss to First Mortgagee. Provided that a First Mortgagee has, in writing, requested the following information with respect to a Lot upon which said First Mortgagee holds the First Mortgage and has furnished the Association with the address to which said First Mortgagee wants the information sent, then in the event that there shall be any damage to or destruction of: (a) any improvement on the Lot on which such First Mortgagee holds the First Mortgage which shall be in excess of Five Thousand Dollars (\$5,000.00) and/or (b) the Association Property which shall be in excess of Five Thousand Dollars (\$5,000.00), or in the event of the condemnation of any part of the Association Property as described in Section 9.4 in excess of Five Thousand Dollars (\$5,000.00), then timely written notice of any such damage, destruction or condemnation shall be given by the Association to such First Mortgagee. Notwithstanding any provision to the contrary, no provision of this Declaration or of any other document relating to the Property shall be deemed to give an Owner or any other party priority over the rights of a First Mortgagee in the case of a distribution to an Owner of Insurance proceeds or condemnation awards for loss to or taking of Lots or Association Property or both.

ARTICLE 10
DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

Section 10.1 Period of Declarant's Rights and Reservations. Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Association Properties for a period of twenty (20) years after the date this Declaration is recorded in the real property records of El Paso County, Colorado, or until such earlier date when Declarant ceases to own any real property within the Community Area. The rights and reservations set forth in this Declaration shall be deemed accepted and reserved in each conveyance of property by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Community Area is conveyed by Declarant. The rights, reservations and easements hereinafter set forth shall be prior and superior to any other provisions of the Association Documents and may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment of the Association Documents. Declarant's consent to any one such amendment shall not be construed as consent to any other amendment.

Section 10.2 Declarant's Development Rights. For the period stated in Section 10.1, Declarant shall have the following development rights:

- (a) Declarant may create additional Lots within the Community Area;
- (b) Declarant may create additional Association Properties within the Community Area or convert any of the Declarant owned Lots within the Community Area to Association Properties;
- (c) Declarant may remove Association Properties within the Community Area.

All of the foregoing development rights shall be exercised by Declarant, if at all, in accordance with CCIOA Section 38-33.3-210. All of the development rights set forth above may be exercised by Declarant with respect to all or any portion of the Community Area. No assurances are made by Declarant concerning which portions of the Community Area may be affected by Declarant's exercise of its development rights or the order in which portions of the Community Area may be affected. Declarant is not obligated to exercise any of its development rights and may elect not to exercise any or all of them. If Declarant does exercise a development right in any portion of the Community Area, Declarant is not obligated to exercise that development right in all or any other portion of the remainder of real estate affected by the exercise of the development right or in all or any other portion of the remainder of the Community Area.

Section 10.3 Special Declarant Rights. For the period stated in Section 10.1, and as more particularly set forth in this Article 10 or elsewhere in this Declaration, Declarant shall have the following special Declarant rights:

- (a) to complete any Improvements shown on the Plat;
- (b) to exercise any development rights set forth in Section 10.2;
- (c) to maintain anywhere within the Community Area, sales offices, management offices, signs advertising the Community Area and model homes;
- (d) to use easements through the Association Properties and easements granted to the Association for the purpose of making improvements within the Community Area and completing

development of the Community Area; and

(e) to appoint or remove any officer of the Association or any member of the Board appointed by Declarant.

Section 10.4 Right to Construct Additional Improvements on Association Properties. Declarant shall have and hereby reserves the right, but shall not be obligated, to construct additional Improvements on Association Properties, at Declarant's cost, at any time and from time to time in accordance with this Declaration for the improvement and enhancement of the Association Properties and for the benefit of the Association and the Owners.

Section 10.5 Declarant's Rights to Use Association Properties in Promotion and Marketing. Declarant shall have and hereby reserves the right to use the Association Properties and to use services offered by the Association in connection with the promotion and marketing of property within the boundaries of the Community Area or nearby areas. Without limiting the generality of the foregoing, Declarant may erect and maintain on any part of the Association Properties such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper in connection with the promotion, development and marketing of real property within the Community Area; may use vehicles and equipment on Association Properties for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Community Area to use Association Properties.

Section 10.6 Declarant's Rights to Complete Development of Community Area. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete the development of property within the boundaries of the Community Area or nearby areas and to subdivide, re-subdivide, or rezone any portion of such property; to grant licenses, easements, reservations and rights-of-way; to construct or alter Improvements on any property owned by Declarant within the Community Area; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Declarant or owned by the Association within the Community Area; or to post signs incidental to development, construction, promotion, marketing, sales or leasing of property within the boundaries of the Community Area. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approvals to excavate, cut, fill or grade any property owned by Declarant; to make changes or modifications to Article 6 of this Declaration by means of an amendment to this Declaration; to change any Landscaping, grading, drainage, vegetation, or view; or to construct, alter, demolish or replace any Improvements on any property owned by Declarant, or to use any structure on any property owned by Declarant as a construction, model home or real estate sales or leasing office in connection with the sale of any property within the boundaries of the Community Area. Nothing in this section shall limit or impair the reserved rights of Declarant as may be elsewhere provided in the Association Documents, which rights are incorporated in this section by this reference.

Section 10.7 Declarant's Approval. Until Declarant no longer has the right to appoint a majority of the Board, the Association shall not, without first obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, convey, change or alter the use of Association Properties; mortgage the Association Properties; use Association Properties other than for the benefit of Members; levy any Special Assessment; change or repeal any rules of the Architectural Control Committee; make any substantial reduction or change in Association services; or make any amendment of Association Documents. Nothing contained in this Article limits the Declarant's express rights contained in this Declaration, including without limitation, those rights set forth in Articles 14 and 15.

ARTICLE 11 ASSESSMENTS

Section 11.1 Obligation for Assessments. Each Owner, for each Lot owned within the Community Area, by acceptance of a deed therefor or interest therein, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association, in the manner, amounts and times prescribed herein, all Assessments applicable to his Lot which are provided for in the Association Documents and which shall be both a personal obligation of the Owner and a lien against his Lot as provided therein. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments attributable to them and/or their Lot. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title or interest unless expressly assumed by them. No Owner may waive or otherwise escape personal liability for the payment of the Assessments provided for herein by non-use of the Association Properties or the facilities contained therein, by non-use of any service provided by the Association for all Owners, by abandonment or leasing of his Lot, or by asserting any claims against the Association, the Declarant or any other person or entity. In addition to the foregoing Assessments, charges, fees and other sums, each Owner shall have the obligation to pay real property ad valorem taxes and special assessments imposed by Colorado governmental subdivisions against his Lot. All property dedicated to and accepted by a public or governmental authority and the Association Properties shall be exempt from Assessments hereunder.

Section 11.2 Purpose of Assessments. The Assessments levied by the Association shall be used, all as provided herein, to pay expenses related to the Association Property, management of the Association, maintenance of the Association Properties and to promote the recreation, health, safety and welfare of the residences of the Patio Homes, and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to this Declaration or any other Association Document, including without limitation, maintenance, operation, repair and replacement of Association Properties and easements; provided, however, that such Assessments levied during the Period of Declarant Control may not be used for the purpose of constructing capital Improvements.

Section 11.3 Common Assessments. Common Assessments shall be paid as provided in Section 11.5. The Common Assessments may include, but shall not be limited to, the following common expenses:

- (a) expenses of management of the Association and its activities;
- (b) taxes and special assessments upon the Association Properties, both real and personal property;
- (c) premiums for all insurance which the Association is required or permitted to maintain;
- (d) common services to Owners as authorized in accordance with the terms of this Declaration.
- (e) Landscaping and care of the Association Properties and any recreational or other Association Improvements located thereon;
- (f) repairs and maintenance that are the responsibility of the Association, including, without limitation, the obligations described in Section 8.3 of this Declaration;
- (g) wages for Association employees and payments to Association contractors;
- (h) legal and accounting fees for the Association

- (i) any deficit remaining from a previous Assessment year;
- (j) the creation of reasonable contingency reserves, surpluses, and sinking funds, and adequate reserve funds for maintenance, repairs and replacement of those elements of Association Property or maintenance that must be done or replaced on a periodic basis and are payable in regular installments, rather than by Special Assessments, subject to the provisions of Section 11.19;
- (k) the creation of reasonable contingency reserves for any applicable insurance deductibles and emergencies, subject to the provisions of Section 11.19;
- (l) any other costs, expenses, and fees which may be incurred or may reasonably be expected to be incurred by the Board, in its sole discretion, for the benefit of the Owners under or by reason of this Declaration; and
- (m) trash collection fees and fees for snow removal services.

Section 11.4 Commencement of Common Assessments. Each Owner acknowledges that benefits accorded Owners of Patio Homes that are occupied by resident of the Community Area (“Completed Patio Home”) are significantly greater than Lots that do not contain Completed Patio Home. In recognition of this fact and to establish a clear, reasonable and cost-effective administrative process for the commencement of Common Assessments in light of this distinction in benefits, Common Assessments will commence as follows:

On the date the first Completed Patio Home is conveyed to a resident within the Community Area, all Lots within the Community Area will thereafter be subject to the applicable Common Assessments provided for in this Section 11.4 (the “Start Date”).

- (a) As of the Start Date, all Completed Patio Homes, together with all Patio Homes located in the same building or physically connected to a Completed Patio Home by a shared wall (collectively a “Completed Building”), will be assessed 100% of applicable Common Assessments (subject to proration as provided in Section 11.5);
- (b) As of the Start Date, all Lots and Patio Homes, other than those that are located in a Completed Building, will be subject to Common Assessments in an amount that is the lesser of (i) 10% of the applicable Common Assessment or (ii) \$5.00 per month (without proration).
- (c) Following the Start Date, as of the date a Patio Home is conveyed to a resident so as to constitute a Completed Patio Home (i.e., the sale of the Patio Home to the initial resident), the applicable Completed Patio Home and all Patio Homes within the then Completed Building will thereafter be assessed at 100% of Common Assessments (prorated as provided in Section 11.5).

Section 11.5 Common Assessment Procedure.

- (a) After this Declaration is recorded, the Board shall set the total annual Common Assessment for 2022 based upon an estimated budget for the Association for 2022. No later than ninety (90) days before the beginning of each year after 2022, the Board shall set the total annual Common Assessment based upon an advanced budget of the Association’s requirements for the following Assessment year. Within thirty (30) days after adoption of the Association’s budget for each year, by the Board, the Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget

to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the budget summary. Unless a majority of all Owners present and voting in person or by proxy at the meeting called to discuss the budget or voting by the mailed ballot returned to the Board prior to that meeting reject the budget, the budget is ratified, whether or not a quorum is present at the meeting. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

(b) After approval of the budget by the Owners, the Board shall cause to be prepared, delivered or mailed to each applicable Owner as of the billing date, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the respective annual Common Assessment for Completed Patio Homes and for Lots and all other Patio Homes, which shall be subject to adjustment as provided for in Section 11.4 of this Declaration. That applicable annual Common Assessment (as adjusted when applicable) shall be payable in advance in monthly installments due on the first (1st) day of each successive month unless the Board otherwise directs. All payments of Common Assessments shall be due and payable, without any notice or demand, on the due dates declared by the Board. As of the date provided for in Section 11.4, Common Assessments shall be applicable to all Lots, at the applicable level set forth in Section 11.4, Declarant and other Owners of Lots as of the date when a Common Assessment is first levied shall become responsible for Common Assessments at that time as provided for in Section 11.4. Each Owner who subsequently acquires a Lot shall become responsible for Common Assessments on that Lot as of the date the Lot is transferred to such Owner as provided for in Section 11.4. The first annual Common Assessment applicable to a Completed Patio Home shall be adjusted according to the number of months remaining in the fiscal year as established pursuant to the Bylaws of the Association. The Board may adopt Community Guidelines requiring the Owner, at the time a Lot is first assessed as a Completed Patio Home or is then located within a Completed Building to prepay the Common Assessments for the balance of the quarterly period and an additional period which shall not exceed an additional twelve (12) months; such prepayment shall not relieve the Owner from any additional requirement to pay working capital pursuant to Section 11.18.

Section 11.6 Rate of Assessments. Common Assessments and Special Assessments shall be sufficient to meet the expected needs of the Association at the rates set forth in Section 11.4. Common Assessments and Special Assessments shall be allocated equally and uniformly among every Lot within the applicable category as provided for in Section 11.4.

Section 11.7 Failure to Fix Assessment. The failure by the Board to levy an Assessment for any period shall not be deemed a waiver or modification with respect to any of the provisions of this Declaration or a release of the liability of any Owner to pay Assessments for that or any subsequent period.

Section 11.8 Special Assessments. The Board may, subject to the provisions of this Section, levy Special Assessments for the purpose of raising funds to construct or reconstruct, repair or replace capital Improvements upon Association Properties, including personal property relating thereto; to add to the Association Properties; to provide for necessary facilities and equipment; to offer the services authorized in this Declaration; to correct any deficit or cost overrun; or to repay any loan made to the Association to enable it to perform the duties and functions authorized in this Declaration. Special Assessments shall be equally, uniformly imposed upon Lots within the same category as provided in Section 11.6. No Special Assessment shall be assessed until it has been approved in accordance with a procedure substantially identical to the procedure set forth in Section 11.5(a). At any time that insurance proceeds are insufficient to repair or reconstruct any damaged or destroyed Improvements on the Association Properties, or on any other property which the Association maintains, the Association may levy Special Assessments for the purpose of repair or reconstruction of such damaged or destroyed

Improvements; all such Special Assessments shall be equal to the amount by which the costs of repair or reconstruction of Improvements exceeds the sum of insurance proceeds awarded for the damage or destruction, and shall be set in the same manner as other Special Assessments. The Association shall notify Owners in writing of the amount of any Special Assessment and of the manner in which, and the dates on which, any such Special Assessment is payable, and the Owners shall pay any such Special Assessment in the manner so specified.

Section 11.9 Site Assessments. The Board may, subject to the provisions hereof, levy a Site Assessment against any Member, Owner, or Lot if additional services are provided to a Member, Owner, or Lot or if the willful or negligent acts or omissions of the Member, Owner or a Related User cause any violation of the Association Documents or cause any loss or damage to the Association or Association Properties or cause any expenditure of funds in connection with the enforcement powers of the Association. Except for a default consisting solely of a failure to timely pay any Assessment, including, without limitation, Special Assessments or Common Assessments, which shall not require any notice and hearing, a Site Assessment, other than charges for additional services, shall be levied only after such notice and hearing as may be required by the Bylaws. The amount of the Site Assessment shall be due and payable to the Association upon notice by the Board that the Site Assessment is due and owing. Imposition or non-imposition of Site Assessments shall not preclude the Association from pursuing simultaneously or subsequently all other legal or equitable rights and remedies.

Section 11.10 Costs of Enforcement, Late Charges and Interest. If any Assessment is not paid within ten (10) days after it is due, the Member, Owner or other Person obligated to pay the Assessment may be additionally required to pay all costs of enforcement, including without limitation, reasonable attorneys' fees, court costs, witness expenses, and all related expenses ("collection expenses"), and to pay a reasonable late charge to be determined by the Board. Any Assessment which is not paid within ten (10) days after the date of any notice of default given under Section 11.12 shall bear interest from the due date at a rate determined by the Board, not to exceed twenty-one percent (21%) per annum, from the due date until paid.

If any Owner fails to timely pay Assessments or any money or other sums due to the Association, the Association may require reimbursement for collection costs and reasonable attorneys' fees and costs incurred as a result of such failure without the necessity of commencing a legal proceeding.

Section 11.11 Attribution of Payments. If any Assessment payment is less than the amount assessed, the sums received by the Association from that Owner shall be credited in such order of priority as the Board, in its discretion, determines.

Section 11.12 Notice of Default and Acceleration of Assessments. If any Assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner and to each First Mortgagee of the Lot who has requested a copy of such notice. The notice shall substantially set forth: (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than twenty (20) days from the date of mailing of the notice by which such default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for the Assessment against the Owner's Lot. A default shall not be considered cured unless the past due sums, collection expenses, and all sums coming due through the date of payment are paid to the Association. If the delinquent Assessment and any collection expenses, late charges or interest thereon, plus any other sums due as of the date of the payment, are not paid in full on or before the date specified in the notice, the Board, at its option, may enforce the collection of the Assessment and all collection expenses, charges and interest thereon in any manner authorized by law or in the Association Documents.

Section 11.13 Remedies to Enforce Assessments. Each Assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed. In the event of a default in payment of any Assessment, the Board may, in addition to any other remedies provided under the Association Documents or by law, enforce such obligation on behalf of the Association by suit or by filing and foreclosure of a lien as hereinafter provided. Each Owner, by acceptance of a deed to a Lot, whether or not it is expressed in such deed, is deemed to covenant and agree to pay to the Association all Assessments, together with interest, late charges, and expenses of collection, and this covenant shall be a charge on the land and a continuing lien upon the Lot against which the Assessment is made. The lien created hereby shall exist from the date of each Assessment until all sums are paid, whether or not a Notice of Lien is filed in accordance with Section 11.15.

Section 11.14 Lawsuit to Enforce Assessments. The Board may bring a suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charge, interest, and other costs of enforcement against the defaulting Owner, including, without limitation, court costs and reasonable attorneys' fees.

Section 11.15 Lien to Enforce Assessments. The Association shall have a lien for Assessments (the "Lien") as provided in CCIOA Section 38-33.3-316. In addition to or in lieu of bringing suit to collect Assessments, the Association may foreclose its Lien as provided by law and in this Section. The Board may elect (but is not required to) to file a claim of lien against the Lot of the defaulting Owner by recording a notice ("Notice of Lien") substantially setting forth: (a) the amount of the claimed delinquency, (b) the interest and expenses of collection which has accrued thereon and which shall continue to accrue in accordance with the terms of Section 11.10 of this Declaration, (c) the legal description and street address of the Lot against which the lien is claimed, and (d) the name of the record Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The Lien shall have the priority provided by CCIOA and shall be prior to any declaration of homestead rights recorded after the time that the Lot becomes part of the Community Area. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver by the Owner of the homestead exemption as against said Lien. The Lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Lien, including, without limitation, all collection expenses, court costs, recording costs and filing fees, have been fully paid or satisfied, the Association shall execute and record a notice releasing the Notice of Lien, if recorded, upon payment by the Owner of a reasonable fee as fixed by the Board to cover the cost of preparing and recording the release of the Notice of Lien. Unless paid or otherwise satisfied, the lien may be foreclosed through a Colorado court of competent jurisdiction in accordance with the laws of the State of Colorado applicable to foreclosure of real estate mortgages (not including public trustee foreclosures of deeds of trust), or in any other manner permitted by law. The Association shall have the right and power to bid on the Lot at the sale and to acquire and hold, lease, mortgage, and convey the same. The Lien under this Section shall be subject to the provisions and restrictions of Section 15.6 hereof.

Section 11.16 Estoppel Certificates. Upon the payment of such reasonable fee as may be determined from time to time by the Board, and upon the written request of any Member or Owner and any Person which has acquired, or intends to acquire, any right, title or interest in the Lot of such Member or Owner, the Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and accrued and then unpaid with respect to a Lot and the Owner thereof and setting forth the amount of any Assessment levied against such Lot which is not yet due and payable. Such statement shall, with respect to the Person whom it is issued, if relied thereupon in good faith and without actual knowledge to the contrary, be conclusive against the Association.

Section 11.17 No Offsets. All Assessments shall be payable in the amounts specified in the

levy thereof, and no offset, abatement or reduction thereof shall be permitted for any reason whatsoever, including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under this Declaration, or for inconvenience or discomfort arising from any activity of the Association Properties, or the non-use by an Owner of Association Properties or services provided by the Association or because an Owner claims that a particular function funded by the Assessment does not benefit that Owner directly, or for any other reason.

Section 11.18 Working Capital Fund. The Board may, at its option, require each Owner, expressly excluding Declarant, at the time of the first transfer of title to a Completed Patio Home, and at the time of each transfer of the Completed Patio Home thereafter, to make a nonrefundable contribution to the Association of an amount established from time to time by the Board, but in no event will the amount exceed three (3) times the amount of the annual Common Assessment against the Completed Patio Home in effect on the date of delivery of the deed conveying the Completed Patio Home. All such contributions shall be maintained in a non-segregated account for the use and benefit of the Association for, among other purposes, meeting unforeseen expenditures, funding Association deficits or purchasing additional equipment, property or services. The working capital contribution shall be in addition to the Assessment, and shall not relieve the Owners from paying all Assessments as they come due.

Section 11.19 Association Reserves. Each Owner hereby acknowledges that it has purchased its Lot and Patio Home within the Community Area with the knowledge and consent that the Association will not collect funds to establish reserve funds ("Reserves") for the Association until such time as each Lot within the entire Community Area is located within a Completed Building. At such time, the Association may establish such Reserves for the Association as the Association, through its Board in consultation with its property management company, if any, determines to be reasonable in its sole discretion. Each Owner further acknowledges that the Association will NOT have any obligation to establish reserves at a level which will fully fund the replacement of all Association Properties, but merely a commercially reasonable offset of such anticipated expenses.

ARTICLE 12 INSURANCE

Section 12.1 Insurance. The Association shall maintain insurance as required by the Act and other applicable law, including the following types of insurance, on the Association Property to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, and the cost of said coverage to be paid by the Association as part of the Common Assessments is reasonable. In addition, the Association may maintain such insurance on such other property as the Board of Directors may determine in its discretion from time to time, or as may be hereinafter required. The Association may also consider, in determining the types and amount of insurance it needs to obtain, the then-existing requirements of any applicable governmental agencies.

(a) Property insurance on the Association Property for broad form covered causes of loss; and, if reasonably available, the total amount of insurance must not be less than the full insurable replacement cost of all the insured property less applicable deductibles at the time the insurance is purchased and such renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(b) Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Association Property, insuring the Association in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, insuring the Board of Directors, the Association, any managing agent and their respective employees, agents and all Persons acting as agents. The Declarant shall be included as an additional insured in such Declarant's

capacity as an Owner and member of the Board of Directors. The Owners shall also be included as additional insureds but only for claims and liabilities arising in connection an Owner's membership in the Association. The insurance shall cover claims of one or more insured parties against other insured parties.

(c) A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and/or any independent contractor employed by the Association for the purpose of managing the Community and/or any Owner who disburses funds of the Association, in an amount at least equal to the estimated maximum of funds, including maintenance reserves, in the custody of the Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than two (2) months aggregate assessments on the Completed Patio Home, plus such reserve funds as calculated from the current budget of the Association. The Association may carry fidelity insurance in amounts greater than required hereinabove and may require any independent contractor employed for the purposes of managing the Community Area to carry more fidelity insurance coverage than required hereinabove. In the event the Association has delegated some or all of its responsibility for the handling of funds to a managing agent, the Association may require the managing agent to purchase, at its own expense, a policy of fidelity insurance or bonds which fully complies with the provisions of this subsection (c),

(d) If any Association Properties are located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on such parcels has been made available under the National Flood Insurance Program, then such a policy of flood insurance on such parcels in an amount at least equal to the lesser of:

(i) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property located within a designated flood hazard area; or

(ii) one hundred percent (100%) of current replacement costs of all buildings and other insurable property located within a designated flood hazard area.

(e) In addition, the Association may obtain insurance against such other risks of similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including but not limited to personal liability insurance to protect directors and officers of the Association and the members of the Architectural Control Committee and other representatives.

Section 12.2 General Provisions of Insurance Policies. If available at reasonable rates. all policies of insurance carried by the Association shall be carried in blanket policy form naming the Association, as insured, or its designee, as trustee and attorney-in-fact for all Owners, , and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard non-contributory clause in favor of each First Mortgagee or other mortgagee (collectively, "Security Interest Holder") and a provision that it cannot be canceled or materially altered by either the insured or the insurance company until thirty (30) days' prior written notice thereof is given to the insured and to each Security Interest Holder, insurer or guarantor of a security interest The Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest including Security Interest Holders, upon request Any such Owner's policy shall also contain waivers of subrogation. All policies shall contain waivers of any defense based on invalidity arising from any acts or neglect of an Owner where such Owner is not under the control of the Association. Insurance obtained by the Association, to the extent reasonably feasible, shall name Declarant as an additional insured and shall contain a waiver of subrogation rights against Declarant Casualty, fire and extended coverage insurance may be provided under blanket policies covering the Association Properties and property of Declarant

Section 12.3 Deductibles. The Association may adopt and establish written non-discriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles and any other matters of claims adjustment.

(a) To the extent the Association settles a claim for damages, 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. In the event that more than any one (1) Lot and/or related Improvements are damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro rata share of any deductible paid by the Association.

(b) Any loss to any Lot or to any Association Property or other property that the Association has the duty to maintain, repair and/or reconstruct, which falls within the deductible portion of such policy, shall be borne by the Person who is responsible for the repair and maintenance of the property that is damaged or destroyed. In the event of a joint duty of repair and maintenance of the damaged or destroyed property, then the deductible may be apportioned among the Persons sharing in such joint duty or may be partly or wholly borne by the Association, at the election of the Board of Directors. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss resulted from the act or negligence of an Owner, his tenants, family members, guests or invitees. Upon said determination by the Association, any such loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any assessment.

Section 12.4 Payment of Insurance Proceeds. Any loss covered by an insurance policy described in Article 12 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not any Security Interest Holder. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and Security Interest Holders as their interests may appear. Subject to the provisions of Article 9 of this Declaration, the proceeds must be disbursed first for the repair or restoration of the damaged property; and the Association, Owners and Security Interest Holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Community is terminated.

Section 12.5 Acceptable Insurance Companies. Each insurance policy purchased by the Association must be written by a hazard insurance carrier that is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws or policy contributions or assessments may be made against the mortgagor or mortgagee's designee; (b) under the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policy holders or members; or (c) the policy includes any limiting clauses (other than insurance conditions) which would prevent a Security Interest Holder or any Owner from collecting insurance proceeds.

Section 12.6 Insurance to be Maintained by Owners. An insurance policy issued to the Association does not obviate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Lot, Patio Home, and any other Improvements thereon, including but not limited to flood insurance, and the furnishing and other items of personal property belonging to an Owner, and public liability insurance coverage on each Lot and the Improvements thereon, shall be the responsibility of the Owner of such Lot. The Association shall have no responsibility regarding the obtaining or continuation of any such insurance.

Section 12.7 Annual Review of Insurance Policies. All insurance policies carried by the

Association shall be reviewed at least annually by the Board of Directors to ascertain that the coverage provided by such policies adequately covers those risks intended to be insured by the Association. In making the aforesaid determination, the Board of Directors or the managing agent of the Association may obtain a written appraisal from a duly qualified real estate or insurance appraiser, or seek other advice or assistance.

Section 12.8 Notice of Cancellation. If the insurance described in Section 12.1 is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered, or sent prepaid by United States Mail, to all Owners. If the insurance described in Section 12.1 is not reasonably available, the Association may carry any other insurance it considers appropriate.

Section 12.9 Owners' Negligence. Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of any or all of the Association Property is caused by the willful or negligent act or omission of any Owner, or a Related User of such Owner, the cost of such repair, maintenance or reconstruction shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction may be collected as a Site Assessment as provided in this Declaration or by the Association exercising any rights or remedies under the Association Documents or otherwise as permitted by law. A determination of the negligence or willful act or omission of any Owner's liability therefore shall be determined by the Board at a hearing after any notice required by the Bylaws to be given to the Owner, but any determination by the Board shall be subject to judicial review as appropriate.

ARTICLE 13 EASEMENTS

Section 13.1 Association Easement. A non-exclusive easement is hereby granted to the Association, their respective officers, agents, employees and assigns upon, across, over, in and under the Association Property and any Lot as may be necessary or appropriate to perform the Association owned and/or maintained improvements and the Association duties and functions which it is obligated or permitted to perform pursuant to this Declaration or otherwise, including without limitation any maintenance required or permitted hereunder, any inspection, repair, replacement, construction or reconstruction of any facilities or utilities on or within the Association Property; provided, however, that entry into any Patio Home in non-emergency situations shall only be made after service of reasonable written notice and during regular business hours, and, under emergency circumstances, shall only be made after such notice, if any, as is reasonable under the circumstances.

Section 13.2 Emergency Easement. A non-exclusive easement is hereby granted to all police, fire protection, ambulance and all similar persons to enter upon the Community Area, including but not limited to all Lots and all Association Property, in the performance of their duties.

Section 13.3 Party Wall Easement. Each Owner, his agents and contractors, are granted a non-exclusive easement for the purpose of maintenance, construction, reconstruction and repair, in, over, under and upon adjacent Lots and in and upon adjacent Patio Homes for purposes of party/common wall repair or maintenance, in accordance with Section 5.6, upon reasonable notice to the Owners thereof. Any damage occasioned to the adjacent Lot or Improvements, including the Patio Home, thereon in exercising said easement shall be the responsibility of the Owner whose negligence or wrongful acts or omissions cause such damage.

Section 13.4 Exterior Wall Easement. Each Owner, his agents and contractors, are granted a

non-exclusive easement in, over, under and upon the adjacent Association Property or Lot for the purpose of maintenance, construction, reconstruction and repair of any exterior wall on such Owner's Patio Home; provided, however, that such Owner shall be liable for any damage to the Association Property, which shall be restored to its condition prior to such work.

Section 13.5 Easement for Encroachments. If any part of the Association Property or any Association Property Improvement or structure encroaches upon a Lot or Lots, a valid easement for such encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot or any Patio Home or other structure related thereto encroaches upon the Association Property, or upon any adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that a Patio Home or structure related thereto is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachment of parts of the Patio Home due to such construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Patio Home or related structure constructed on the Community Area, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction. Such encroachments and easements shall not be considered or construed to be title defects or encumbrances either on the Association Property or on the Lots. In interpreting any and all provisions of this Declaration, subsequent deeds, Mortgages, or other security instruments relating to Lots and Patio Homes, the actual location of a Patio Home, and related structures, shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Lot, Patio Home, and related structure, as indicated on the Plat.

Section 13.6 Easement for Foundations. Owners of adjoining Patio Homes shall have mutual easements of horizontal and vertical support for the foundations on which adjacent walls of their Improvements rest, and similar easements for support from the Association Property, and for the benefit of the Association Property shall also exist.

Section 13.7 Easement for Ingress and Egress. Subject to the provisions of this Declaration, each Owner, his agents and guests are hereby granted a perpetual, non-exclusive easement, over any streets, roadways, driveways, and sidewalks, which are located upon the Association Property, for the purpose of vehicular and pedestrian ingress to and egress from such Owner's Lot. Declarant shall have the right to relocate any portion of the private streets, but only if it provides all Owners with reasonable access to their Lots, and Declarant may also dedicate any portion of any private street or roadway upon the Association Property as a public right-of-way, in which case, if accepted by a public entity, the Association's obligations for repair and maintenance of the road shall cease. Furthermore, Declarant hereby reserves a non-exclusive easement across, over and under any such private streets, sidewalks or roadways for ingress, egress, maintenance of Association Property and the installation of utilities to any part of the Community Area, and over, under and through the Association Property for the exercise of any special Declarant right hereunder or under the Act.

Section 13.8 Easements Deemed Created. All conveyance of Lots hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Declaration, whether or not specific reference to such easements or to this Article appears in the instrument of such conveyance.

Section 13.9 Easements of Record. In addition to the easements created in this Declaration and on the Plat, the Community Area is subject to those easements and other matters currently of record in El Paso County, Colorado.

Section 13.10 Community Mailboxes. The U.S. Postal Service will locate one or more “community mailbox” structures within the Community Area, in accordance with U.S. Postal Service and County regulations. The Declarant hereby creates and reserves to the Association and the U.S. Postal Service, perpetual, alienable, divisible and releasable easements over, under, in and across the Association Property for the “community mailbox” structure(s). The easement provided for in this section shall in no way affect, void, extinguish or modify any other easement in the Community Area.

ARTICLE 14 ENFORCEMENT; DISPUTE RESOLUTION

The Association, Architectural Control Committee, Declarant, and all Owners agree to encourage the use of mediation or arbitration in the resolution of disputes pertaining to the Declaration and Association Document and the Community Area. Accordingly, each covenants and agrees to be bound by the provisions set forth in this Article.

14.1 Collection of Assessments. Any action or proceeding by the Association to collect any Assessments, together with interest, late charges, and expenses of collection, shall precede according to Article 11, and shall not be included within or impacted by this Article 14.

14.2 Enforcement of Declaration, Community Guidelines, and Association Documents by the Architectural Control Committee, the Association, or Declarant. The Architectural Control Committee, the Association, or Declarant, including an assignee or delegate thereof, may give notice to the Owner of the Lot where a violation of this Declaration occurs or to the occupant when the Lot at issue is occupied by the persons causing or responsible for the violation, which notice shall state: the nature of the violation, the action required to cure the violation; a date not less than ten (10) days from the date of mailing of the notice by which such violation must be cured (a shorter time period may be stated in the event of emergency); and the intent of the Architectural Control Committee, the Association, or Declarant to invoke this Section. Further action shall be stayed if the violation is cured and terminated or appropriate measures to cure and terminate are begun and are thereafter continuously prosecuted with diligence. If the violation is not cured and terminated, or if appropriate measures to cure and terminate are begun and are not thereafter continuously prosecuted with diligence, as required by the notice, then at any time following an Owner’s failure to cure the violation, the Architectural Control Committee, Association, or Declarant (whichever gives the notice, and in their reasonable discretion) may, but shall not be obligated to elect to: (i) cause the violation to be cured and terminated at the expense of the Owner or Owners so notified, pursuant to Section 14.3 below, (ii) proceed with an action to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief), together with such other ancillary relief as a court may deem necessary in order to enforce any of the provisions of this Declaration; or (iii) proceed with the dispute resolution procedure set forth in Section 14.S(e) below. Any other disputes between any of the Architectural Control Committee, the Association, and the Declarant, whether in contract, tort or statutory, shall be resolved pursuant to the dispute resolution procedures set forth in Section 14.S(e) below.

14.3 Entry Upon a Lot to Cure Violation/Liens.

(a) License. Each Owner of a Lot hereby grants a license to the Declarant, the Association and the Architectural Control Committee for the purpose of entering onto a Lot to remedy violations or breaches of this Declaration pursuant to Section 14.2 above. The Architectural Control Committee, the Association, or Declarant may delegate their entry and removal rights hereunder to agents and independent contractors.

(b) No Liability. In the event that the Architectural Control Committee, the Association, or Declarant, whether acting for themselves or through their agents, officers, members, employees, and representatives, elect to exercise the right to enter upon a Lot to remedy a violation of this Declaration, they shall not be liable to the Owner of the Lot for any loss or damage occasioned by the entry on the Lot unless: damage is caused to the Lot or Improvements thereon that is unrelated to the remediation of the breach of the Declaration, and is caused by the willful and wanton acts of the Architectural Control Committee, the Association, or Declarant. In no event shall there be any liability for damage to an Improvement that is in violation of this Declaration.

(c) Lien. The costs incurred by the Architectural Control Committee, the Association, or Declarant pursuant to any enforcement pursuant to this Article 14 shall be paid by the Lot Owner and if not paid within thirty (30) days after such Owner has been sent notice of the amount due, such amount, plus interest at the rate of eighteen percent (18%) per annum and costs of enforcement and of collection (including reasonable attorneys' fees), shall be a lien on the ownership interest in the Lot (including Improvements thereon) and shall in all respects be the personal obligation of the Owner.

(d) Collection. The Architectural Control Committee, the Association, or Declarant may bring an action at law for recovery of the costs incurred by it pursuant to this Article 14, against the Owner and may bring an action to foreclose the lien against the Lot and Improvements subject to the lien, and the judgment or foreclosure in any such action shall include interest as above provided and the costs of collection, including reasonable attorneys' fees.

(e) Foreclosure of Lien. The Architectural Control Committee, the Association, or Declarant may enforce a lien pursuant to this Article 14 by suit or by filing and foreclosure of the lien as hereinafter provided. Such party may elect (but is not required to) to file a claim of lien against the Lot of the defaulting Owner by recording a notice ("Notice of Article 14 Lien") substantially setting forth: (i) the amount of the claimed delinquency, (ii) the interest and expenses of collection which has accrued thereon and which shall continue to accrue in accordance with the terms hereof, (iii) the legal description and street address of the Lot against which the lien is claimed, and (iv) the name of the record Owner thereof. Such Notice of Article 14 Lien shall be signed and acknowledged by an officer of the entity. Each Owner, by acceptance of a deed to a Lot, whether or not it is expressed in such deed, is deemed to agree to pay all such amounts, and this covenant shall be a charge on the land and a continuing lien upon the Lot. The lien created by this Section shall exist from the date of entry upon the Lot until all sums are paid, whether or not a Notice of Article 14 Lien is filed in accordance herewith. The lien created by this Section shall be junior to all other liens or encumbrances of record with respect to the Lot on the date this lien is recorded but shall be superior to any homestead or other exemption as is now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against the lien established in this Section. When all amounts claimed under the lien have been fully paid or satisfied, the filing entity shall execute and record a notice releasing the Notice of Article 14 Lien, if recorded, upon payment by the Owner of a reasonable fee fixed to cover the cost of preparing and recording the release. Unless paid or otherwise satisfied, the lien may be foreclosed through a Colorado court of competent jurisdiction in accordance with the laws of the State of Colorado applicable to foreclosure of real estate mortgages (not including public trustee foreclosures of deeds of trust), or in any other manner permitted by law. The lien under this Section shall be subject to the provisions and restrictions of Section 15.6 hereof.

14.4 Enforcement of Declaration, Community Guidelines, and Association Documents by an Owner. Any action by a Lot Owner against the Association, the Declarant, the Architectural Control Committee, or any of the officers, directors, partners, members, employees, agents or representatives of the foregoing, or any Owner of another Lot, whether in contract, tort or statutory, shall proceed pursuant to the

dispute resolution procedure set forth in Section 14.5(e); provided that (i) all actions against the Declarant, or any of its officers, directors, partners, members, employees, agents or representatives, by an Owner related to warranty claims or any other claims related to alleged construction defects of any kind or nature shall be governed solely by the terms of the contract between the Owner (or their predecessor in interest subsequent to Declarant's ownership) and the Declarant or Patio Home builder, and by the terms of the limited warranty which was provided to each initial Owner following Declarant as part of such initial Owner's purchase of a Patio Home; and (ii) any suit between or among Owners that does not include Declarant or the Association as a party, and that asserts a claim independent of the Association Documents, is not governed by Section 14.5(e) unless mutually agreed by such Owners.

14.5 Actions by Association on behalf of Owners. Pursuant to CCIOA Section 38- 33.3-302(1)(d), the Association may institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the common interest community (expressly including any Action as described in C.R.S. Section 13-20-802.5 which is commonly referred to as a construction defect proceeding), subject in all instances to each of the following provisions and conditions:

(a) Limited Warranty and Contracts Control. By an Owner's purchase of a Patio Home and by the Association's receipt of title to any Association Property, all Owners and the Association acknowledge that all actions related to warranty claims or any other claims related to alleged construction defects of any kind or nature are governed by the terms of the contract between the Owner (or their predecessor in interest subsequent to Declarant's ownership) and the Declarant or Patio Home builder, and by the terms of the limited warranty which was provided to each initial Owner following Declarant as part of such initial Owner's purchase of a Patio Home. All Owners, the Declarant (and any of its officers, directors, partners, members, employees, agents or representatives), and the Association acknowledge and agree that all matters governed by the terms of such contract(s) and the limited warranty are not matters affecting the common interest community; and are not included within the Association's authority pursuant to CCIOA Section 38-33.3-302(1)(d);

(b) Association's Rights Coextensive with Owner's Rights. The Association's rights and limitations in any such litigation or administrative proceedings shall be coextensive with and shall not exceed the respective Owner's rights; and the Association shall be bound by any mediation or arbitration procedures to the same extent as individual Owners;

(c) Approvals Required. Prior to the Association making any claim in an applicable action, the Board shall obtain the approval of Owners holding not less than sixty-seven percent (67%) of all votes in the Association following the Association's delivery of a meeting notice and written ballot (if any) that contain a detailed statement regarding the nature of the claim, an estimate of the costs and fees reasonably anticipated to be incurred by the Association, a statement that such costs and fees may increase the amount of Assessments; and an estimate of the projected time frame for resolution of the claim.

(d) Construction Defect Approvals Required. For any Action provided for in C.R.S. Section 13-20-802.5 (construction defects, the Board shall comply with the following additional steps: (i) prior to the service of the summons and complaint on any defendant with respect to an action governed by this section, the executive board shall mail or deliver written notice of the commencement or anticipated commencement of such action to each unit owner at the last known address described in the association's records, which notice shall state a description of the following: the nature of the action and the relief sought, and the expenses and fees that the Board or Association anticipates will be incurred in prosecuting the action. Nothing in this section shall be construed to: (i) require the disclosure in the notice or the disclosure to a unit owner of attorney-client communications or other privileged communications; (ii) permit the notice to serve as a basis for any person to assert the waiver of any applicable privilege or right of confidentiality

resulting from, or to claim immunity in connection with, the disclosure of information in the notice; or (iii) limit or impair the authority of the executive board to contract for legal services, or limit or impair the ability to enforce such a contract for legal services.

(e) Dispute Resolution Procedures.

(i) Notice; Negotiation. For any claim governed by this Section 14.5, whether in tort, contract, or statutory, or the election to proceed under this Section 14.5(e) (the "Claim"), the claimant ("Claimant") shall give notice to the other Person against whom the claim is asserted ("Respondent"), setting forth: the nature of the claim; the basis or reason for the claim; any other material information regarding the claim; the specific relief and/or proposed remedy sought; and the intent to invoke this Section (the "Notice of Claim"). A Claimant may not deliver such notice during any cure or enforcement period pursuant to Section 14.2. Following all applicable notice and approval requirements including without limitation, those set forth in Section 14.5(c), Claimant and Respondent shall use good faith efforts to resolve the Claim through negotiations following delivery of the Notice of Claim, pending mediation pursuant to Section 14.5(e)(ii) below.

(ii) Mediation. The Claim shall first be submitted to non-binding mediation before a mediator selected by the parties. The costs of the mediation shall be borne equally by all parties. Mediation shall be a condition precedent to arbitrating any dispute. The mediation shall occur within forty-five (45) days' following delivery of the Notice of Claim ("Mediation Period"). In the event that mediation is unsuccessful, either party may demand arbitration pursuant to Section 14.5(e)(iii) within thirty (30) calendar days of the date of the mediation. If no party demands arbitration within the specified time the parties shall, to the fullest extent permitted by law, irrevocably waive any and all right to proceed to arbitration and any and all claims they may have against the other party(ies).

(iii) Arbitration. The Declaration and this Supplemental Declaration are transactions involving interstate commerce and shall be governed by the Federal Arbitration Act. Following the Mediation Period and a written demand for arbitration, the Claim shall be resolved by arbitration administered by the American Arbitration Association in accordance with the current Construction Industry Arbitration Rules with an Arbiter appointed by Declarant. The costs of the arbitration shall be borne equally by the parties, subject to reallocation by the Arbiter. Any arbitration award may be enforced through entry of judgment by any court having jurisdiction thereover. Exclusive venue for any arbitration proceeding shall be in El Paso County, Colorado.

(iv) Construction Defect Actions. In the event any Action provided for in C.R.S. Section 13-20-802.5 (construction defects), the provisions of this Section 14.5(e)(iv) shall also apply. If any of Claimant's claims relate, in any way, to any work completed by any of Respondent's subcontractors or any materials and/or equipment provided by any of Respondent's suppliers, Respondent, in its sole discretion, may join such subcontractors and/or suppliers to any arbitration proceeding with Claimant. The Arbiter shall completely exclude the testimony of any tendered expert who does not meet the foregoing qualifications.

(e) Amendment. The terms and provisions of this Section 14.5 inure to the benefit of Declarant, are enforceable by Declarant and shall not ever be amended without the written consent of Declarant and without regard to whether Declarant owns any portion of the Community Area, any Lots and/or the status of the Period of Declarant Control. **BY TAKING TITLE TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS SECTION 14.5 ARE A SIGNIFICANT INDUCEMENT TO DECLARANT'S WILLINGNESS TO DEVELOP AND SELL THE LOTS AND PATIO HOMES AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS SECTION 14.5, DECLARANT WOULD HAVE BEEN UNABLE AND**

UNWILLING TO DEVELOP AND SELL THE LOTS AND PATIO HOMES FOR THE PRICE PAID BY THE ORIGINAL PURCHASERS. THIS PROVISION IS IN ADDITION TO AND NOT CONTRARY TO THE TERMS OF ARTICLE 15 CONCERNING ALL OTHER AMENDMENTS TO THIS DECLARATION.

(f) Accrual of Claims. In the event of any amendment of any provision of this Article in violation of Section 14.5(e), or in the event Section 14.5(e) is deemed unenforceable, then and in such event any amendment or modification of the terms of this Article 14 shall only apply prospectively, to claims that accrue following the date of such amendment or modification.

Section 14.6 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

Section 14.7 Violations of Law. Any violation of any federal, state, city or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Community Area, is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 14.8 Remedies Cumulative. Except as expressly stated herein, each remedy provided under the Association Documents is cumulative and not exclusive.

Section 14.9 Costs and Attorneys' Fees. In addition to any other rights provided herein and not by way of limitation thereof, any party which seeks to enforce the Association Documents and prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees. For each claim or defense, including but not limited to counterclaims, cross-claims and third-party claims, and except as otherwise provided herein, in any legal proceeding to enforce or defend the provisions of CCIOA or the Association Documents, the prevailing party shall be awarded on such claim the prevailing party's reasonable collection costs and attorneys' fees and costs incurred in asserting or defending the claim. For any failure to comply with the provisions of CCIOA or any provision of the Association Documents other than the payment of Assessments or any money or other sums due to the Association, the Association, any Owner or any class of Owners adversely affected by the failure to comply may seek reimbursement for collection costs and reasonable attorneys' fees and costs incurred as a result of such failure to comply without the necessity of commencing a legal proceeding.

In connection with any claim in which an Owner is alleged to have violated a provision of CCIOA or a provision of the Association Documents and in which the Owner prevails because the Owner did not commit the alleged violation: (i) the Owner shall be awarded the Owner's reasonable attorneys' fees and costs incurred in asserting or defending the claim; (ii) the Association shall not be awarded court costs and attorneys' fees; and (iii) the Association shall be precluded from allocating to the Owner's account with the Association any of the Association's costs or attorneys' fees incurred in asserting or defending the claim. Nothing in the Association Documents shall be construed to mean that an Owner shall be deemed to have confessed judgment to attorney's fees or collection costs.

Section 14.10 Limitations. Notwithstanding any other provision of this Article, no claim or proceedings may be initiated after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitation or statute of repose.

Section 14.11 Liability for Failure of Association to Maintain an Action. No director or officer of the Association shall be liable to any person for failure to institute or maintain or bring to conclusion a

cause of action, mediation or arbitration for a claim if the following criteria are satisfied: (i) the director or officer was acting within the scope of his or her duties; (ii) the director or officer was acting in good faith; and (iii) the act or omission was not willful, wanton or grossly negligent.

Section 14.12 Severability. All provisions of this Article are severable. Invalidation of any of the provisions of this Article, by judgment, court order or otherwise, shall in no way affect or limit the effectiveness of any other provisions of this Article, all of which shall remain in full force and effect.

ARTICLE 15 MISCELLANEOUS

Section 15.1 Term of Declaration. Unless amended as herein provided, all provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date when this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners with at least sixty-seven percent (67%) of the voting power of the Association, in the manner provided in CCIOA Section 38-33.3-218.

Section 15.2 Amendment of Declaration by Declarant or the Association. Declarant is hereby granted the unilateral authority to amend this Declaration as follows:

(a) Until the first Lot subject to this Declaration has been conveyed by Declarant to an Owner other than a successor Declarant, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination.

(b) Declarant may amend the Declaration in accordance with Article 10 as necessary to exercise any of the development rights set forth in Article 10 or elsewhere in this Declaration.

Section 15.3 Amendment of Declaration by Members. Expressly subject to the additional specific requirements contained in Sections 14.5 (e) and Section 15.4, each setting forth specific additional requirements and circumstances for Declarant consent, this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Members with at least sixty-seven percent (67%) of the voting power of the Association, in accordance with the requirements of CCIOA Section 38-33.3-217. Every amendment to the Declaration must be recorded in the County, and is effective only upon recordation.

Section 15.4 Required Consent of Declarant to Amendment. Any proposed amendment or repeal of any provision of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant or any certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal shall terminate at such time as the last Lot in the Community Area has been conveyed by Declarant to the first Owner other than Declarant; provided, however, the term for Declarant consent in no way limits the terms of Section 14.5(e) which shall survive as provided therein.

Section 15.5 Special Rights of First Mortgagees. Any First Mortgagee, upon filing a written request therefore with the Association, shall be entitled to: (a) receive written notice from the Association of any default by the Owner indebted to such First Mortgagee in the performance of the Owner's obligations under the Association Documents, which default is not cured within sixty (60) days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) upon request, receive a copy of financial statement, within ninety (90) days following the end of any

fiscal year of the Association; (d) receive written notice of all meeting of Members; (e) designate a representative to attend any meeting of Members; (f) receive written notice of abandonment or termination of the Association or of this Declaration; (g) receive notice of any amendment to this Declaration, the Articles of Incorporation or the Bylaws; (h) receive written notice of termination of any agreement for professional management of the Association of the Association Properties following a decision of the Association to assume self-management of the Association Properties; and (i) receive written notice of any damage to the Association Properties if the cost of reconstruction exceeds Ten Thousand and 00/100 Dollars (\$10,000.00), and of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Association Properties.

For purposes of this Section, to obtain the approval or consent of any First Mortgagee, the Association shall send a dated, written notice and a copy of any proposed amendment by certified mail to each First Mortgagee at its most recent address shown on the recorded Mortgage or recorded assignment thereof. In addition, the Association shall cause the dated notice, together with information on how to obtain a copy of the proposed amendment, to be printed in full at least twice on separate occasions at least one week apart in a newspaper of general circulation in the county in which the Community is located. A First Mortgagee that does not deliver to the Association a negative response within sixty (60) days after the date of the notice shall be deemed to have approved the proposed amendment.

Section 15.6 Priority of First Mortgage Over Assessments. Each First Mortgagee who recorded its First Mortgage before Assessments have become delinquent and who obtains title to the Lot encumbered by the First Mortgage, whether pursuant to the remedies provided in the mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the Lot free and clear of any claims for unpaid Assessments or charges against such Lot other than as provided in CCIOA. A First Mortgagee shall be deemed to have acquired title to a Lot on the date of receipt of a deed in lieu of foreclosure, on the date of receipt of a Certificate of Purchase from the Public Trustee, or on the date of sale pursuant to a judicial foreclosure and receipt of the Sheriff's Certificate of Purchase, as the case may be.

Section 15.7 First Mortgagee Right to Pay Taxes and Insurance Premiums. Any one or more First Mortgagees, jointly or singly, shall be entitled to pay any taxes or other charges which are in default and which may become or have become a charge against any of the Association Properties, and may pay any overdue premiums on hazard insurance policies for any Association Properties, or may secure new coverage if the insurance policy on and Association Properties lapses, and the First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

Section 15.8 Evidence of Required Approvals. Whenever the validity of any amendment to or revocation of this Declaration is conditioned upon voting by a stated percentage of Members and approval by First Mortgagees or Agencies, or both, the recorded document implementing the amendment or revocation shall contain a certification by an officer or the Association that the approvals of the required percentages of Members, First Mortgagees and Agencies were obtained. The Association shall keep on file in its offices such proxies, letters, minutes of meetings or other documentation as may be required to evidence compliance with applicable approval requirements, but the officer's certificate on the recorded instrument shall be sufficient public notice of compliance.

Section 15.9 Notices. Any notice permitted or required to be given under this Declaration shall be in writing and may be given either personally or by mail. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the Lot of such Person if no address has been given to the Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second (2nd) business day after it is deposited in a regular depository of the United States Postal Service. Such address may be changed from time to time by notice in writing to the Association.

Section 15.10 Persons Entitled to Enforce Declaration. The Association (acting by authority of the Board) or any Member (acting on his own behalf), shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration or the other Association Documents, unless otherwise expressly stated herein. The right of enforcement shall include the right to bring an action for damages, as well as an action to enjoin any violation of any provision of the Association Documents, and all other rights and remedies provided in the Association Documents and at law or in equity.

Section 15.11 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

Section 15.12 Violations of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Community Area, is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

Section 15.13 Remedies Cumulative. Each remedy provided under the Association Documents is cumulative and not exclusive.

Section 15.14 Costs and Attorneys' Fees. In addition to any other rights provided herein and not by way of limitation thereof, the party which seeks to enforce the Association Documents and prevails shall be awarded its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees in any action or proceeding under the Association Documents.

Section 15.15 Limitation on Liability. The Association, the Board, the Architectural Control Committee, Declarant, and any member, agent, employee, or representative of any of the same shall not be liable to any Person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by Colorado law, including without limitation, circumstances in which indemnification is otherwise discretionary under Colorado law, in accordance with the subject to the terms and limitations contained in the Bylaws.

Section 15.16 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Community Area, or any Improvements thereon, as to its or their physical condition, zoning, compliance with applicable laws, or fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in a writing signed by Declarant.

Section 15.17 Liberal Interpretation. The provisions of the Association Documents shall be liberally construed as a whole to effectuate the purposes of the Association Documents. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

Section 15.18 Governing Law. The Association Documents shall be construed and governed under the laws of the State of Colorado.

Section 15.19 Severability. Each of the provisions of the Association Documents shall be deemed independent and severable, and the invalidity or unenforceability or partial invalidity or partial enforceability or any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 15.20 Number and Gender. Unless the context requires a contrary construction, as used in the Association Documents, the singular shall include the plural and the plural, the singular and the use of any gender shall include all genders.

Section 15.21 Captions for Convenience. The titles, headings and captions used in the Association Documents are intended solely for convenience of reference and are not intended to affect the meaning of any provision of this Declaration.

Section 15.22 Mergers and Consolidation. The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Community Area together with the covenants and restrictions established upon any other property, as one plan. Notwithstanding the foregoing, the Association shall have the right to merge into one association upon a vote of the respective boards of directors of such associations.

Section 15.23 Conflicts in Documents. In case of any conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 15.24 Interpretive Authority Resolves Questions of Construction. If any doubt or questions shall arise concerning the true intent or meaning of any of this Declaration, the Declarant, during the Period of Declarant Control, and thereafter, the Association (the "Interpretive Authority"), shall determine the proper construction of the provisions in question and shall set forth in a written instrument duly acknowledged by the Interpretive Authority and filed for record with the Clerk and Recorder of El Paso County, the meaning, effect, and application of the provision. This determination will thereafter be binding on all parties so long as it is not arbitrary nor capricious. Nothing contained herein will permit the Association to interpret the provisions of Section 14.5 in any manner that limits Declarant's authority and/or rights.

ARTICLE 16 DISCLOSURES


Section 16.1 Plat and Development Plan Restrictions. The Development Plan and Plat may each contain general notes and restrictions with which each Owner should familiarize itself.

[SIGNATURE AND NOTARIZATION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date first shown above.

DECLARANT:


PIKES VISTA HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: 
Name: David Gerhardus Cornelius Swart
Title: Director PIKES VISTA HOMEOWNERS ASSOCIATION, INC

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

Subscribed and sworn to before me this 6th day of October, 2021, by David G. C. Swart, as Director of **PIKES VISTA HOMEOWNERS ASSOCIATION, INC.**, a Colorado nonprofit corporation.

Witness my hand and official seal.


Notary Public
My Commission Expires: 06/04/2025

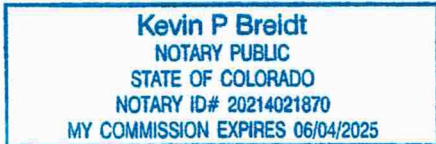


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

**ORGANIZATIONAL MINUTES
OF
PIKES VISTA HOMEOWNERS ASSOCIATION, INC.
a Colorado non-profit corporation**

The Organizational Meeting of the Board of Directors was held on September 24, 2021, at the office of the non-profit Corporation at 4225 Basswood Drive, Colorado Springs, CO 80920. Present was David Gerhardus Cornelius Swart and Chrisjan Jacques Van Heerden, virtually. The following resolutions were duly adopted by the Board of Directors:

RESOLVED, that the Articles of Incorporation dated September 30, 2021, and filed for record in the office of the Secretary of State of Colorado on September 30, 2021, be filed in the corporate minute books as a permanent part of the corporate records.

RESOLVED, that the Bylaws of even date herewith be and they hereby are adopted as the Bylaws of this non-profit Corporation for the management and regulation of the internal affairs of the non-profit Corporation, and that the Bylaws be made a permanent part of the records of the non-profit Corporation.

RESOLVED, that pursuant to Article III, Section 3 of the Bylaws and until changed by a subsequent Resolution, the number of Directors of the non-profit Corporation is currently two (2). All directors shall be elected annually and each shall serve a one-year term. The following individuals are hereby elected to serve as the Board of Directors:

David Gerhardus Cornelius Swart
Chrisjan Jacques Van Heerden

RESOLVED, that:

- A. The following persons are hereby nominated for and elected as officers of the non-profit Corporation, to serve in the position designated below, and for the term provided in the Bylaws:

President:	David Gerhardus Cornelius Swart
Vice President:	Chrisjan Jacques Van Heerden
Secretary:	Chrisjan Jacques Van Heerden
Treasurer:	David Gerhardus Cornelius Swart

- B. The corporate seal, the impression of which is to be affixed in the margin hereof, shall be the corporate seal of the non-profit Corporation;

- C. The principal office of the non-profit Corporation shall be, until stated otherwise, temporarily maintained at 4225 Basswood Drive, Colorado Springs, CO 80920, and meetings of the Board of Directors from time to time may be held at said office or elsewhere as the Board of Directors shall from time to time order, and the registered office shall be maintained at 4225 Basswood Drive, Colorado Springs, CO 80920. The appointment of David Gerhardus Cornelius Swart, as registered agent for the non-profit Corporation is hereby ratified;
- E. Until otherwise ordered, the Annual Meeting of the Directors shall be held at said office on the 1st Tuesday in November in each year, beginning with the year 2022. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be on the next succeeding business day;
- F. The proper officers of the non-profit Corporation be, and they hereby are authorized and directed, on behalf of the non-profit Corporation, and under its corporate seal, to make and file such certificate or certificates, report or reports or other instrument or instruments, as may be required by law to be filed in any state, territory, colony or dependency in the United States, or in any foreign country in which said officers shall find it necessary or expedient to file the same to authorize the non-profit Corporation to transact business in such state, territory, colony, dependency or foreign country; and
- G. The Treasurer is authorized to pay all fees and expenses incident to and necessary for the organization of this non-profit Corporation, or to repay any advance of funds for such purposes as may have been made on behalf of the non-profit Corporation by any individual, association, or entity, including such Treasurer.

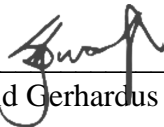
RESOLVED, that in accordance with Section 1 of Article V of the Bylaws of this non-profit Corporation, the President and the Secretary or any agent authorized by them, may, and they are hereby given the general authority to enter into any contract or execute and deliver any instrument, in the name of and on behalf of this non-profit Corporation, which said officers deem necessary or expedient.

RESOLVED, that all actions, and each of them, taken by the Board of Directors, on behalf of and for the benefit of the non-profit Corporation through the date of these Minutes, including but not limited to the entering into of agreements

intended to be corporate obligations, are each hereby affirmed, approved and ratified in all respects, and all obligations under all such agreements are hereby adopted as corporate obligations retroactive to the effective dates of such agreements.

The undersigned, being the Director(s) of the non-profit Corporation, hereby attest(s) to the foregoing resolutions and waives any requirement of notice to which he/they may otherwise be entitled under the laws of the State of Colorado or under the Articles or Bylaws of the non-profit Corporation.

DATED EFFECTIVE: September 30, 2021.



David Gerhardus Cornelius Swart, Director



Chrisjan Jacques Van Heerden, Director

PLANNING & DEVELOPMENT DEPARTMENT
Project Notification Information

Date: October 20, 2021
Planner: Katie Carleo
Planner email: Katie.Carleo@coloradosprings.gov
Planner phone number: (719) 385-5060
Applicant Email: bill@gunman.net
Applicant Name: Bill Gunman
TSN: 5307002015
Site Address (to be used on postcard): 6685 Templeton Gap Road

PROJECT:

<input type="checkbox"/>	Pre-application Notice	<input checked="" type="checkbox"/>	Standard Notification
<input type="checkbox"/>	Pre-application Neighborhood Meeting Notice	<input type="checkbox"/>	Standard with Neighborhood Meeting Notice
<input type="checkbox"/>	No notice	<input type="checkbox"/>	Poster only

PUBLIC NOTICE:

150 feet 500 feet 1,000 feet Modified (attach modified buffer) No public notice

PROJECT BLURB

Provide a project blurb for each application type, adjust language as needed. Note code sections where applicable for variances.

Annexation – CPC A 21-00137

Request by Gerhard Swart, with representation by William Gunman & Associates, Ltd – Bill Gunman, for approval of the Dublin North No. 5 Addition Annexation. This proposal will annex into the City of Colorado Springs from El Paso County 5.89-acres for future residential development. This site is currently in El Paso County zoned RR-5 with CAD-O (Residential Rural with Commercial Airport District) with concurrent proposal for a zone establishment in the City of PUD/AO (Planned Unit Development with Airport Overlay), located at 6685 Templeton Gap Road.

PUD Zone Change

Request by Gerhard Swart, with representation by William Gunman & Associates, Ltd – Bill Gunman, for approval of the Pikes Vista zone change establishing a new City zone district. This site is currently in El Paso County zoned RR-5 with CAD-O (Residential Rural with Commercial Airport District) with concurrent proposal for a zone establishment in the City of PUD/AO (Planned Unit Development with Airport Overlay), located at 6685 Templeton Gap Road.

PUD Development Plan

Request by Gerhard Swart, with representation by William Gunman & Associates, Ltd – Bill Gunman, for approval of the Pikes Vista PUD Development Plan which proposes development of 45 single-family residential units. The site is currently in El Paso County zoned RR-5 with CAD-O (Residential Rural with Commercial Airport District) with concurrent proposal for a zone establishment in the City of PUD/AO (Planned Unit Development with Airport Overlay), located at 6685 Templeton Gap Road.

POSTCARD

Include 3-5 highlighted points to best describe the project.

- Request for annexation of 5.89 acres from El Paso County to City of Colorado Springs
- Establishment of the PUD (Planned Unit Development) zone district for residential uses.
- PUD Development plan proposes construction of 45 single-family residential units

[Type text]

POSTER

Fill out applicable information below:

What type of project is proposed? (large bold letters on poster, approx. 35 characters):

Request for annexation of 5.89 acres from El Paso County to City of Colorado Springs with proposed residential development.

Planning and Development Distribution Form
PUD Development Plan

Directions: Planners select at least one check box under each section to determine the application distribution.

Planner Intake Date: 10/20/21 Admin Receive Date: [10/20/21]

Project Name: Pikes Vista PUD Development Plan

1. PUBLIC NOTICE: (see Project Blurb to establish noticing parameters)

2. Date buckslip comments are due (21 calendar days after submittal): 11/10/21

3. HOA: Dublin Area No. 126

4. STANDARD DISTRIBUTION:

Include all standard distribution recipients shown below (or check individual check boxes below)

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
3	<input type="checkbox"/> CONO	rdavis@cscono.org landusenotice@cscono.org
85	<input type="checkbox"/> Utilities Development Services	Buckslips@csu.org
9	<input type="checkbox"/> Fire Department	CSFDDDevelopmentSMB@coloradosprings.gov
24	<input type="checkbox"/> SWENT / EDRD	development.review@coloradosprings.gov
21	<input type="checkbox"/> Michelle Ontiveros, CSPD	Michelle.Ontiveros@coloradosprings.gov
17	<input type="checkbox"/> Cory Sharp, Land Surveyor	Cory.Sharp@coloradosprings.gov
19	<input type="checkbox"/> Century Link	Patti.Moore@CenturyLink.com Bea.Romero@centurylink.com Melissa.Spencer@CenturyLink.com
77	<input type="checkbox"/> CSU Customer Contract Administration	Buckslips@csu.org
11	<input type="checkbox"/> IT GIS	Bootsy.Jones@coloradosprings.gov
13	<input type="checkbox"/> Parks & Recreation	Britt.Haley@coloradosprings.gov Constance.Schmeisser@coloradosprings.gov Emily.Duncan@coloradosprings.gov
23	<input type="checkbox"/> Enumerations	addressing@pprbd.org

29	<input type="checkbox"/> Flood Plain	Keith@pprbd.org
98	<input type="checkbox"/> USPS	Elaine.f.kelly@usps.gov
45	<input type="checkbox"/> Zaker Alazzeah, Traffic – School Safety	development.review@coloradosprings.gov
65	<input type="checkbox"/> Zaker Alazzeah, Traffic Eng (MC 460)	development.review@coloradosprings.gov
48	<input type="checkbox"/> Street Division	Corey.Rivera@coloradosprings.gov Cole.Platt@coloradosprings.gov
60	<input type="checkbox"/> Transit	Roger.Austin@coloradosprings.gov
25	<input type="checkbox"/> County Health Department	catherinemcgarvy@elpasoco.com
88	<input type="checkbox"/> Parking Enterprise	Scott.Lee@coloradosprings.gov
92	<input type="checkbox"/> Forestry	Jeff.Cooper@coloradosprings.gov
30	<input type="checkbox"/> Comcast	Jason.Jacobsen@comcast.com Justins.Fejeran@comcast.com WSTMWR_MDSubmissions@comcast.com
56	<input type="checkbox"/> PlanCOS	PlanCOS@coloradosprings.gov

5. LANDSCAPE PLAN:

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
35	<input checked="" type="checkbox"/> Preliminary LS	Daniel.Gould@coloradosprings.gov Checklist, professional qualifications, alternative compliance request
82	<input type="checkbox"/> Final LS	Daniel.Gould@coloradosprings.gov Checklist, professional qualifications, alternative compliance request

6. SCHOOL DISTRICT:

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
36	<input type="checkbox"/> School District # 2	sbecker@hsd2.org
68	<input type="checkbox"/> School District # 3	gishd@wsd3.org
37	<input type="checkbox"/> School District # 11	TERRY.SEAMAN@d11.org
38	<input type="checkbox"/> School District # 12	dpeak@cmsd12.org
39	<input type="checkbox"/> School District # 20	tom.gregory@asd20.org

69	<input type="checkbox"/> School District # 22	chrismith@esd22.org
41	<input checked="" type="checkbox"/> School District # 49	mandrews@d49.org

7. MILITARY INSTALLATION (if within a 2 mile buffer):

ID#	Division Name	Email/Distribution Notes
	<input checked="" type="checkbox"/> None	
84	<input type="checkbox"/> Fort Carson	john.j.sanders71.civ@mail.mil Thomas.j.wiersma.civ@mail.mil
46	<input type="checkbox"/> NORAD	Michael.kozak.2@us.af.mil Michael.Shafer.4@us.af.mil joseph.ems@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil
26	<input type="checkbox"/> USAFA	corine.weiss@us.af.mil craig.johnson.35.ctr@us.af.mil steven.westbay.ctr@us.af.mil elizabeth.dukes.3.ctr@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil
75	<input type="checkbox"/> Peterson	<a href="mailto:PAEK, AYOKA B GS-12 USSF AFSPC 21 CES/CENB <ayoka.paek@spaceforce.mil>">PAEK, AYOKA B GS-12 USSF AFSPC 21 CES/CENB <ayoka.paek@spaceforce.mil> Joseph.Elms@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil

8. OPTIONAL DISTRIBUTION (Depending on Location of Site):

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
59	<input type="checkbox"/> StratusIQ – AKA Falcon Broadband	jlandis@stratusiq.com tking@stratusiq.com cotrin@stratusiq.com BLR & Flying Horse (ONLY)
54	<input checked="" type="checkbox"/> Budget/Finance – Fiscal Impact Analysis	budget@coloradosprings.gov For Major MP Amendments
27	<input type="checkbox"/> CDOT (adjacent to CDOT ROW)	valerie.vigil@state.co.us
34	<input type="checkbox"/> Colorado Geological Survey	cgs_lur@mines.edu
33	<input type="checkbox"/> SECWCD, Garrett Markus	garrett@secwcd.com
18	<input type="checkbox"/> Streamside Area Overlay	Tasha.Brackin@coloradosprings.gov
15	<input type="checkbox"/> Hillside Overlay	Kerri.Schott@coloradosprings.gov
42	<input type="checkbox"/> Historic Preservation Area Overlay	Daniel.Sexton@coloradosprings.gov

44	<input type="checkbox"/> Development Review Enterprise	Kurt.Schmitt@coloradosprings.gov Coordinated Sign Plans to Kurt if Submitted
20	<input checked="" type="checkbox"/> Airport	Kandrews@coloradosprings.gov Patrick.Bowman@coloradosprings.gov
63	<input checked="" type="checkbox"/> El Paso County Dev. Services Division	NinaRuiz@elpasoco.com Review of Plans within ½ mile of a County/City Border
43	<input type="checkbox"/> Wescott Fire District (adjacent only)	admin@wescottfire.org
5	<input type="checkbox"/> Metro District	Metro District Email
71	<input type="checkbox"/> Falcon Fire Protection District	tharwig@falconfirepd.org
72	<input type="checkbox"/> Black Forest Fire Protection District	chief@bffire.org
81	<input type="checkbox"/> Broadmoor Fire Protection District	chief@broadmoorfire.com noalsperran@gmail.com
80	<input type="checkbox"/> CSURA – Urban Renewal	Jariah.Walker@coloradosprings.gov
65	<input type="checkbox"/> Kate Brady, Bike Planning, Traffic	Kate.Brady@coloradosprings.gov
9	<input type="checkbox"/> Fire Prevention, Jessica Mitchell	Jessica.Mitchell@coloradosprings.gov If DP, CP is accompanying an Annexation
31	<input type="checkbox"/> Housing and Community Development, Steve Posey	Steve.Posey@coloradosprings.gov Review of plans for all affordable housing proposals AND new proposals that would displace existing low income residents.
53	<input type="checkbox"/> UCCS Review – North Nevada Overlay zone	mwood@uccs.edu
49	<input type="checkbox"/> Bob Cope & Sherry Hoffman, Economic Development	Bob.Cope@coloradosprings.gov Sherry.Hoffman@coloradosprings.gov
	<input type="checkbox"/> Mike Killebrew – ADA – Downtown Area	Michael.Killebrew@coloradosprings.gov

9. LAND USE REVIEW:

Hard Copy Full sized plans

<input checked="" type="checkbox"/> Planner	Traffic Report, Drainage Report, Geo-Hazard Report
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Special notes or instructions: