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BOOK 2957 PAGE 704

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Table of Contents

DECLARATION

of

Conditions, Covenants, Restrictions, Easements and Charges

Affecting the Real Property known as

REGENCY PARK

RECITALS AND IMPOSITION OF RESTRICTIONS

ARTICLE I Covenants to Preserve the Residential Character
of the Subdivision

Sections

101-109	Single Family Residential Restrictions
111-113	Easements
121	No Access to Broadmoor Valley Road from lot 1 of Block 5, lot 4 of Block 3, and lot 6 of Block 3.
131-143	Density, Set Back and Quality Standards
151-160	Living Environment Standards
161	Designation and Use of the Natural Preserve
171	Restrictions Requiring Declarant's Authority
172-175	Architectural Control by Declarant

9

2

77

BOOK 2957 PAGE 705

ARTICLE II Powers and Responsibilities of Declarant

Sections

- 201 Variances
- 202 Declarant's Successors and Assigns
- 203 Officers and Agents Excused from Liability
- 204 Declarant Can Remedy Violations

ARTICLE III General Provisions for Effect of these Covenants

Sections

- 301 Definitions
- 302 Captions
- 303 Covenants Run with the Land
- 304 Covenants are Cumulative
- 305 These Covenants may not be Waived
- 306 Right to Enforce the Covenants
- 307 Duration of Restrictions
- 308-309 Amendment, Termination and Extension
- 310 Property Rights Remain
- 311 Severability
- 312 Action in Writing
- 313 Notices

9

2

77

BOOK 2957 PAGE 706

ARTICLE IV Map of Subdivision and Natural Preserve

Sections

401 **Map of Subdivision and Natural Preserve**

9

2

77

BOOK 2957 PAGE 707

D E C L A R A T I O N

of

Conditions, Covenants, Restrictions, Easements and Charges Affect-
ing the Real Property known as Regency Park

THIS DECLARATION made by Gates Land Company, a Colorado
corporation, hereinafter called Declarant.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of a residential area of
the City of Colorado Springs, to-wit: all the Lots and Blocks in
Regency Park (hereinafter the "Subdivision") and desires to provide
for the preservation of the values and amenities of the Subdivision
and to provide for maintenance and for the convenience of its residents
and to this end desires to subject the Subdivision to the covenants,
restrictions, easements, charges and liens hereinafter set forth,
each and all of which are for the benefit of said property and for
each owner thereof and shall inure to the benefit of and pass with said
property, and each and every parcel thereof, and shall apply to and
bind the successors in interest of any owner thereof;

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77

BOOK 2957 PAGE 708

NOW, THEREFORE, Declarant declares that the real property Regency Park is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes herein referred to as "Covenants") hereinafter set forth.

ARTICLE I

Covenants to Preserve the Residential
Character of the Subdivision

Single Family Residential Restrictions.

Section 101. All lots and building sites in the Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any lot or building site.

Section 102. No structure shall be erected within the Subdivision except single-family dwellings and those accessory buildings and accessory structures which have been approved by Declarant. No structure other than a dwelling, no accessory building other than a guest house or servant's quarters, no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other structure may be placed on any building site before completion of the dwelling upon such building site except with the permission of Declarant.

9

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77

BOOK 2957 PAGE 709

Section 103. No tent, treehouse, barn, camping quarters or any temporary structure shall be placed on any lot at any time except with permission of Declarant or except as provided in Section 108.

Section 104. All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a lot or building site except as expressly provided in Section 108.

Section 105. No building materials shall be stored on any lot, except temporarily during continuous construction of a building or its alteration or improvement, unless enclosed in a service yard or within a building so as not to be visible from any neighboring property or adjacent streets.

Section 106. A structure shall not be occupied in the course of original construction until substantially completed. All work of construction shall be prosecuted diligently and continuously from the time of commencement until fully completed.

Section 107. The exterior of all buildings or other structures must be completed within one (1) year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of sixty (60) days without permission of Declarant, the unfinished structure or unfinished portion thereof shall be deemed

9

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77

BOOK 2957 PAGE 710

a nuisance and may be forthwith removed by Declarant at the cost of the owner.

Section 108. Temporary buildings for use in connection with construction within the Subdivision or in connection with sales of new homes or lots may be erected or maintained and model homes may be used and exhibited by Declarant, by anyone who owns or holds a contract or option to acquire two or more lots in the Subdivision, and with Declarant's permission by any lot owner. The appearance and placement of temporary buildings permitted for construction or sales purposes must be approved by Declarant. Such temporary buildings shall be promptly removed when no longer used for the designed purposes.

Section 109. No derrick or other structure designed for use in or used for boring or drilling for water, oil, or natural gas shall be permitted upon or above the surface of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under said property.

Easements

Section 111. There are hereby reserved to Declarant, its successors and assigns, perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across

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77

BOOK 2957 PAGE 711

each of the five (5') foot strips along and adjoining the side boundary lines of each lot and

each of the seven (7') foot strips along and adjoining the rear boundary lines of each lot,

for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water lines, for utility lines, for drainage, and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes.

Section 112. Easements in addition to those above described may have been or may hereafter be granted by duly recorded conveyance.

Section 113. All utilities except lighting standards and customary service devices for access, control or use of utilities shall be installed underground.

Reserved Access to Broadmoor Valley Road from lot 1 of Block 5, lot 4 of Block 3, and lot 6 of Block 3

Section 121. The owners of lot 1 of Block 5, lot 4 of Block 3, and lot 6 of Block 3 shall so design and arrange their improvements and their landscaping that there shall be no driveways to or from Broadmoor Valley Road and no access to or from Broadmoor Valley Road from or to any part of said lots across or along the boundary lines of said lots abutting on Broadmoor Valley Road.

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77

BOOK 2957 PAGE 712

Density, Set Back and Quality Standards.

Section 131. No more than one dwelling shall be erected or maintained within any building site, to-wit: a lot as established by the recorded plat or the combination of two or more lots or portions thereof as approved by Declarant and aggregating not less than 15,000 square feet.

Section 132. No private passenger motor vehicles owned by, belonging to, used, leased or controlled by an Owner or his tenant shall be parked overnight on any street. The structures on each lot or building site shall include a two-car fully enclosed garage or such equivalent garage arrangements as may be approved by Declarant. The site improvements on each lot or building site shall include adequate driveway or other similar off-street space for temporary parking of two (2) private passenger motor vehicles. All driveways shall be improved with asphalt surface paving unless otherwise approved by Declarant.

Section 133. Except with Declarant's approval no building, porch, eave, overhang, projection or other part of a building shall be located within forty (40') feet of a front lot line, or within ten (10') feet of a side lot line, or, where the side lot adjoins a public street within twenty-five (25') feet of such side lot line adjoining a public street. Such approval may be given only (a) for fireplace projections integral with the building or (b) for eaves and overhangs or (c) for

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77

BOOK 2957 PAGE 713

construction which extends less than fifteen (15') feet into the setback areas adjoining public streets or less than ten (10') feet into any other setback area and which Declarant determines to be consistent with or required by the lot terrain or lot shape and consistent with superior design. No hedge more than two (2') feet high shall be installed or maintained at any location on a lot which is closer to an adjoining street than the dwelling or any other building situate on the lot. All construction must also conform to the building code, zoning code and subdivision regulations of the City of Colorado Springs, which regulations may vary from the provisions of this Section and other Sections.

Section 134. No dwelling shall be erected which has an Architectural Floor Area of less than 2,200 gross square feet. Architectural Floor Area is the sum of the following percentages of gross square-foot areas:

Gross square feet on main living level	- 100%
Gross square feet on finished upper stories above main living level or garden level	- 75%
Gross square feet on finished garden level with direct walkout access to outside	- 50%
Gross square feet of finished basement level	- 25%
Gross square feet of balconies, raised decks, covered patios	- 25%

9

2

77

BOOK 2957 PAGE 714

Gross square feet of attached garage area in
excess of 400 square feet - 50%

Gross square feet covers the exterior perimeter of the area being
measured.

Section 135. No dwelling or other structure shall exceed
thirty-five (35') feet in height from the lowest elevation of the natural
grade along the perimeter of the structure or extend more than
eighteen (18') feet above the highest natural elevation on the lot except
with the prior permission of Declarant. In granting or withholding
such permission Declarant shall give primary consideration to the
protection of views from adjoining lots.

Section 136. Architectural standards are established to the
end that the Subdivision may benefit from the natural advantages of
its particular location. While the standards for architectural style
are flexible, compatibility with the informal natural environment is
required. Contemporary, Southwestern and Western styles typical
of the Pikes Peak region are desirable. Formal styles such as French
Provincial, English Tudor, and Colonial will not be approved except in
modified forms. All buildings must be designed to fit the natural
contours of the lot without excessive grading. All buildings shall be
designed and all plans signed by a registered architect or by a
qualified designer approved by Declarant.

9

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77

BOOK 2957 PAGE 715

Section 137. All buildings shall conform to the following material and appearance standards:

- a) Exterior materials shall be natural wood, brick, stone, stucco, or natural material approved by Declarant. Manufactured siding such as masonite will not be approved.
- b) Aluminum or wood windows are permitted. All aluminum windows shall be anodized and painted or coated a color to blend with the color of the building.
- c) Gutters, if installed, shall be painted the same color as the adjoining trim color of the building.
- d) Exposed concrete shall be stuccoed and painted or textured in a manner approved by Declarant.
- e) All roof areas shall be of wood shakes, wood shingles, tile, slate, copper, or such other material as may be approved by Declarant. Asphalt roofing materials are not permitted.

Section 138. Fencing shall be limited to privacy areas and animal control areas adjoining the primary dwelling. Fencing along lot lines is not desirable. All fences and walls shall be designed and constructed as a visual extension of the architecture of the primary dwelling, including both scale and use of materials. The painted, stained or natural coloration of fences shall be consistent with the coloration of the primary dwelling.

9

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77

BOOK 2957 PAGE 716

Section 139. Within six (6) months after completion of a dwelling or within any extension of that period granted by Declarant, all yards and open spaces, except as prevented by subsequent construction activities, shall be landscaped and thereafter maintained in lawn or landscape. Landscape should include areas of natural vegetation, and preservation of existing trees, scrub oak and other natural vegetation is intended. No existing trees, surface boulders, or scrub oak shall be removed from any lot unless required by construction activity and unless approved by Declarant. The use of gravel, small rocks, and paving as landscape materials is not desirable. For lot 4 of Block 1, lot 5 of Block 3, and lot 8 of Block 3, the landscape shall include trees planted along both sides of the full length of the driveway access strip at not less than twenty (20') feet intervals on each side.

Section 140. Any accessory building or structure shall harmonize in appearance with the dwelling situated on the same lot.

Section 141. No aerial or antenna for reception or transmission of radio or television or other electronic signals shall be maintained on the roof of any building nor shall they be maintained at any location so as to be visible from neighboring property or adjacent streets.

Section 142. Each Owner shall maintain the exterior of the dwelling, any accessory building, and all other structures, lawns and landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration

9

2

77

BOOK 2957 PAGE 717

become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surfacing becomes weatherbeaten or worn off. Periodic exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, paving, lawns, shrubs, trees, other landscape material, fences, signing, mail boxes and outdoor lighting.

Section 143. Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris must be removed and the lot restored to a sightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within six (6) months.

Living Environment Standards.

Section 151. Each Owner shall prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or in the specific area.

Section 152. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

Section 153. All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets.

Section 153. All outdoor clothes poles, clothes lines and other facilities for drying or airing of clothing or household goods shall

9

2

77

BOOK 2957 PAGE 718

be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

Section 155. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material, or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collections.

Section 156. 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 on any lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living unit.

Section 157. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any structure or within any building site.

Section 158. All yards and open spaces and the entire area of every lot on which no building has been constructed, shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which in the opinion of Declarant are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which in the opinion of Declarant cause undue danger of fire.

9

2

77

BOOK 2957 PAGE 719

Section 159. In order to effect insect, weed or fire control or to remove nuisances, Declarant has the right at its election to enter upon any lot upon which a building has not been constructed and to mow, cut, prune, clear and remove from the premises brush, weeds or other unsightly growth which in the opinion of Declarant detracts from the overall beauty, setting and safety of the area, and to remove any trash without such entrance and removal being deemed a trespass.

Section 160. No material change may be made in the ground level, slope, pitch or drainage patterns of any lot as fixed by the original finish grading except after first obtaining the prior consent and approval of Declarant. 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.

Designation and Use of the Natural Preserve

Section 161. Certain areas within lots have been designated as Natural Preserve and are shown and defined in the map of Section 401. The Natural Preserve shall be used by each lot owner only in such a manner as is consistent with the preservation of the natural growth and, except for driveways approved by Declarant, shall not be subjected to any kind of intensive or destructive use or any activity which might result in permanent damage to the existing natural growth. In amplification and not in limitation of this general restriction the following specific restrictions are imposed on the Natural Preserve:

9

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77

BOOK 2957 PAGE 720

- a) No planting or cultivation shall be permitted except planting and cultivation of plants native to the Pikes Peak region.
- b) No alteration of ground conditions and no clearing of living growth shall be permitted except for driveways approved by Declarant.
- c) No structures or installations of any kind shall be permitted except for approved driveways.
- d) No vehicles or conveyances of any type shall be permitted within the Natural Preserve except on approved driveways or except to preserve order or to protect, preserve or maintain the Natural Preserve.
- e) No activity tending to produce litter shall be permitted.

Restrictions Requiring Declarant's Authority.

Section 171. Except as Declarant may from time to time grant permission, which permission shall be revocable:

- a) No aerial or antenna for transmission of radio or television or other electronic signals may be maintained or erected within the Subdivision. No electronic or radio transmitter of any kind other than garage door openers shall be operated in or on any structure or within any building site.
- b) No animals except an aggregate of (3) three domesticated dogs or cats and except domesticated birds and fish and other small domestic animals permanently confined indoors shall be maintained

9

2

77

BOOK 2957 PAGE 721

within the Subdivision and then only if kept as pets. No animal of any kind shall be permitted which in the opinion of Declarant makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purposes.

c) No boat, trailer, camper (on or off supporting vehicles) van, tractor, commercial vehicle, mobile home, motor home, motorcycle, any towed trailer unit, any truck, any vehicle designed principally for hauling articles or material rather than for the private conveyance of individuals, or any other vehicle excepting only a private passenger vehicle, shall be parked on any street or within any lot or building site except in a completely enclosed structure, or fully screened in a manner approved by Declarant so as not to be visible at ground level from an adjoining public street.

d) No stripped down, partially wrecked, or junk motor vehicle or sizeable part thereof, shall be permitted to be parked on any street or on any lot in such manner as to be visible at ground level from any neighboring property or street.

e) No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property.

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77

BOOK 2957 PAGE 722

f) The only signs permitted on any lot or structure shall be:

One sign of customary size for offering of the signed property for sale or for rent;

One sign of customary size for identification of the occupant and address of any dwelling;

Such multiple signs for sale, administration and directional purposes during development as are approved by Declarant;

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

Such signs as may be required by law.

There shall not be used or displayed on any lot or structure any signs except those mentioned above or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professionally painted, lettered and constructed.

Architectural Control by Declarant.

Section 172. No structure shall be commenced, erected, placed, moved onto a lot, permitted to remain on any lot or altered in any way so as to change materially its exterior appearance, and no landscaping material of any type shall be installed on any lot, except in accordance with plans, specifications and other information submitted to Declarant and approved by Declarant not more than two (2) years before start of the construction, alteration or installation. Matters which require the approval of Declarant include but are not limited to: the exterior appearance, material, color, height, location of each structure, drive,

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77

BOOK 2957 PAGE 723

walk, fence and mailbox, grading of site, site lighting, and location, size and type of any landscape material including grass, ground cover, ornamental rock, shrubs and trees.

Section 173. In granting or withholding approval Declarant shall heed the standards specified in these Covenants and shall also consider among other things: the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relations of the structure to the environment and to surrounding uses, the degree, if any, to which the proposed structure will cause intrusions of sound, light or other effect on neighboring sites beyond those reasonably to be expected in an urban residential area from considerate neighbors.

Section 174. All plans, samples and other materials to be submitted to Declarant shall be submitted in duplicate. The minimum scale of such plans shall be 1/20th inch equals 1 foot. The plot plan in said minimum scale shall show the location of all buildings, drives, walks, fences and any other structures and the existing houses on all sides of the lot. Proposed new contours throughout the lot and abutting street elevations on all sides shall also be shown. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples. If requested, a soils report for the building site shall be supplied to Declarant.

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77

BOOK 2957 PAGE 724

Landscaping plans shall show the location of all landscaping elements, including grass, ground cover, shrubs, trees and other landscape materials for all the area of the lot not covered by structures. The size and type of all new plant materials shall be indicated.

Section 175. A written statement of the approval or disapproval or other action by Declarant, acknowledged by an officer of Declarant, shall establish the action of Declarant and shall protect any person relying on the statement. If Declarant does not execute and acknowledge such a statement within thirty (30) days after delivery of all the required materials to Declarant's principal office, the material so delivered shall stand approved for the purpose of these covenants. Declarant shall be entitled to retain one copy of all approved plans as part of Declarant's files and records.

ARTICLE II

Powers and Responsibilities of Declarant

Variances.

Section 201. Declarant shall have authority to grant for a lot or building site a variance from the terms of one or more of Sections 107, 133, 134 and 143 subject to terms and conditions fixed by Declarant as will not be contrary to the interests of the Owners and residents of the Subdivision where, owing to exceptional and extraordinary circumstances, literal enforcement of all of those Sections will result in unnecessary hardship. Following an application for a variance:

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77

BOOK 2957 PAGE 725

a) Declarant shall call a meeting of Owners of lots in the Subdivision, to be held at Declarant's principal office, notice of which meeting shall be given to the Owners at least twenty (20) days in advance, at which meeting all Owners shall have opportunity to appear and express their views.

b) Whether or not anyone appears at the meeting in support of or in opposition to the application for variance Declarant shall within one (1) week after the meeting either grant or deny the variance.

c) A variance granted hereunder shall run with the lot or building site for which granted.

d) If a variance is denied another application for a variance for the same lot or building site may not be made for a period of one (1) year.

e) A variance shall not be granted unless Declarant shall find that all of the following conditions exist:

- i. the variance will not authorize the operation of a use other than private, single-family residential use;
- ii. Owing to the exceptional and extraordinary circumstances, literal enforcement of the Sections above enumerated will result in unnecessary hardship;
- iii. the variance will not substantially or permanently injure the use of other property in the Subdivision;
- iv. the variance will not alter the essential character of the Subdivision;
- v. the variance will not weaken the general purposes of these covenants;

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77

BOOK 2957 PAGE 726

- vi. the variance will be in harmony with the spirit and purpose of these covenants;
- vii. the circumstances leading the applicant to seek a variance are unique to the lot or building site or its owner and are not applicable generally to lots in the Subdivision or their owners.

Declarant's Successors and Assigns.

Section 202.

a) Three years after Declarant first conveys a lot in the Subdivision to a purchaser or at such earlier time as Declarant has conveyed to purchasers an aggregate of fourteen (14) lots, Declarant shall transfer all of its functions, rights and powers of granting or withholding approval, permission or consent and its other functions, rights and powers under Sections 102, 103, 107, 108, 131, 132, 133, 135, 136, 137, 139, 158, 159, 160, 161, 171, 172, 173, 174 and 201 and its responsibilities under Section 175 to an Architectural Control Committee of three (3) individuals, one to be appointed and to serve at the pleasure of Declarant, the other two to be elected by the lot owners (other than Declarant) each of whom shall have one (1) vote per lot owned. One of the first two committee members elected by the lot owners shall be elected for a one-year term and the other for a two-year term, and thereafter such members shall be elected for two-year terms, one of which begins and ends in odd-numbered calendar years, the other in even-numbered calendar years.

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77

BOOK 2957 PAGE 727

Declarant shall (and in case Declarant fails to act any one or more lot owners may) call a meeting of lot owners or circulate written ballots among all the lot owners to elect two individuals to the committee. The committee shall adopt and from time to time may revise by-laws to provide for the procedures and actions of the committee and for future election by lot owners.

b) Subject to Section 202 (a) the rights and powers of Declarant under these covenants shall pass to the successors and assigns of Declarant, and Declarant may, by written instrument of assignment, transfer in whole or in part any or all of its rights and powers under these covenants.

Officers and Agents Excused from Liability.

Section 203. Declarant, the officers and directors, members and agents of Declarant, and the members of the Architectural Control Committee shall not be liable to any party whatsoever for any act or omission unless the act or omission is in bad faith and amounts to fraud.

Declarant Can Remedy Violations.

Section 204. Until the time for establishment of the Architectural Control Committee as provided by Section 202 (a) Declarant may, and after its establishment the Architectural Control Committee or Declarant, including an assignee or delegate, may give notice to the Owner of the lot where a breach occurs or which is occupied by the persons causing or responsible for the breach, which notice shall state the nature of the

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77

BOOK 2957 PAGE 728

breach, and the intent of the Committee or Declarant to invoke this Section unless within a period stated in the notice, not less than five (5) calendar days, the breach is cured and terminated or appropriate measures to cure and terminate are begun and are thereafter continuously prosecuted with diligence. If the breach is not cured and terminated as required by the notice the Committee or Declarant (whichever gives the notice) may cause the breach to be cured and terminated at the expense of the Owner or Owners so notified, and entry on Owner's property as necessary for such purpose shall not be deemed a trespass. The cost so incurred by the Committee or Declarant shall be paid by the person responsible for the breach 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 twelve (12%) percent per annum and plus cost of collection, shall be a lien on the ownership interest in the lot (including improvements thereon) of each person so notified and shall in all respects be the personal obligation of the Owner. The Committee or Declarant may bring an action at law for recovery of the costs so incurred by it, plus interest and cost of collection against the Owner personally obligated to pay and may bring an action to foreclose the lien against the lot and improvements subject to the lien and there shall be added to the amount of such obligation the cost of preparing and filing the complaint in such action, and the judgment in any such action shall include

9

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77

BOOK 2957 PAGE 729

interest as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. The foregoing specified rights and remedies shall not limit the right of any lot owner to enforce these covenants as otherwise may be provided by law or equity.

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77

BOOK 2957 PAGE 730

ARTICLE III

General Provisions for Effect of these Covenants

Definitions.

Section 301. The following words and expressions as used in these Covenants have the meanings indicated below unless the context clearly requires another meaning:

Accessory Building: Detached garages, patios, swimming pools, dressing rooms for swimming pools, separate guest houses without kitchen, separate servants' quarters without kitchen and other buildings customarily used in connection with the single-family residence.

Building Site: A lot as established by the recorded plat or the combination of two or more lots or portions thereof as approved by Declarant and aggregating not less than 15,000 square feet.

Cost of Collection. All expenses and charges incurred, including attorney's fees.

These Covenants. This declaration and the provisions contained in it.

Declarant. Gates Land Company, a Colorado corporation. After a transfer pursuant to Section 202 (b), Declarant means the transferee.

Declarant's principal office. The principal office maintained by Declarant in El Paso County, Colorado, and if there is no such office, then Declarant's registered office for service of process,

9

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77

BOOK 2957 PAGE 731

and if there is none then any location at which service of process could be made according to the laws and rules governing civil actions in District Courts in Colorado.

Lot. Each area designated as a lot in the recorded plat of the Subdivision.

Lot Lines. Front, side and rear lot lines shall be the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time; in the absence of such a definition a front lot line is the boundary line between the lot and the public street which affords the principal access to the lot; a side lot line is any boundary line which meets and forms an angle with the front lot line. Other lot lines are rear lot lines. In the case of lot 4 in Block 1, lot 5 in Block 3, and lot 8 in Block 3, the approved placement of primary building shall determine the front, side and rear lot lines.

Owner. Person having fee simple legal title to a lot. If more than one person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time.

Structure. Any thing or device other than trees and landscaping the placement of which upon any building site might affect its

9

2

77

BOOK 2957 PAGE 732

architectural appearance including by way of illustration and not limitation any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, tennis court, fence, mailbox, wall or outdoor lighting. Structure shall also mean an excavation or fill the volume of which exceeds five (5) cubic yards or 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.

The Subdivision. The area subdivided as Regency Park, according to the plat recorded in the office of the Clerk and Recorder of the County of El Paso and State of Colorado. The Subdivision is delineated in the map Section 401 of these Covenants.

Enumerations Inclusive. A designation which describes parcels or other things as from one number, letter or other designation to another includes both such numbers, letters or other designations and all in between.

Gender and Number. Whenever the context permits, Owner or Owners shall be deemed to refer equally to persons of both sexes and to corporations, singular to include plural and plural to include singular.

Captions.

Section 302. Captions, titles and headings in these Covenants are for convenience only and do not expand or limit the meaning of the Section and shall not be taken into account in construing the Section.

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BOOK 2957 PAGE 733

Covenants Run with the Land.

Section 303. These Covenants shall run with the land and shall inure to and be binding on each lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any lot in the Subdivision.

Covenants are Cumulative.

Section 304. Each of these Covenants is cumulative and independent and is to be construed without reference to any other provision dealing with the same subject matter or imposing similar or dissimilar restrictions. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

These Covenants may not be Waived.

Section 305. Except as these Covenants may be amended or terminated in the manner hereinafter set forth they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants is deemed to recognize and agree that it is not the intent of these Covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as an impediment to their subsequent enforcement and each such person agrees not to defend against enforcement of these Covenants on the ground of waiver.

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BOOK 2957 PAGE 734

Right to Enforce the Covenants.

Section 306. These Covenants are for the benefit of the Owners, jointly and severally, and Declarant and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more Owners, Declarant, the Architectural Control Committee, or any combination of them. All costs, including reasonable attorneys fees, incurred by Declarant or the Architectural Control Committee in connection with any successful enforcement proceeding initiated by Declarant or by the Architectural Control Committee (alone or in combination with Owners) shall be paid by the party determined to have violated the Covenants.

Duration of Restrictions.

Section 307. Except for Sections 111 and 112, all of the provisions of these Covenants, unless sooner terminated as provided in Section 308 or Section 309 shall remain in force until the year 2027 A. D. and shall be automatically renewed for successive periods of ten(10) years unless before the year 2027 or before the end of any ten-year extension there is filed for record with the County Clerk and Recorder of El Paso County an instrument stating that extension is not desired, signed and acknowledged by the Owners of at least one-half (1/2) of the lots in the Subdivision.

Amendment, Termination and Extension.

Section 308. From time to time any one Section of these Covenants (except Sections 111 and 112) may be amended or one new

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BOOK 2957 PAGE 735

Section may be added to these Covenants by an instrument signed and acknowledged by the Owners of at least two-thirds (2/3) of the lots in the Subdivision and filed for record with the County Clerk and Recorder of El Paso County.

Section 309. All Sections of these Covenants (except Sections 111 and 112) may be terminated at any time, and from time to time any two or more Sections of these Covenants (except Sections 111 and 112) may be amended or two or more new Sections may be added to these Covenants by an instrument signed and acknowledged by the Owners of at least three-fourths (3/4) of the lots in the Subdivision and filed for record with the County Clerk and Recorder of El Paso County.

Property Rights Remain.

Section 310. Sections 111 and 112 concern property rights which can be changed only by conveyances, releases or other appropriate legal instruments executed by those to whom such property rights belong.

Severability.

Section 311. If any of these Covenants shall be held invalid or become unenforceable the other Covenants shall in no wise be affected or impaired but shall remain in full force and effect.

Action in Writing.

Section 312. Notices, approvals, consents, extensions,

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BOOK 2957 PAGE 736

applications and other action provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, extension, application or other action. Permission, consent or approval of Declarant or the Architectural Control Committee under these Covenants is not effective unless in writing.

Notices.

Section 313. Any writing described in Section 312 including but not limited to any communication from Declarant or the Architectural Control Committee to an Owner, shall be sufficiently served if delivered by mail or otherwise: a) to the dwelling situate on the lot owned by that Owner; or b) if there is no dwelling, then to the address furnished by the Owner to Declarant or the Architectural Control Committee and if the Owner has not furnished an address, then to the most recent address of which Declarant or the Architectural Control Committee has a record.

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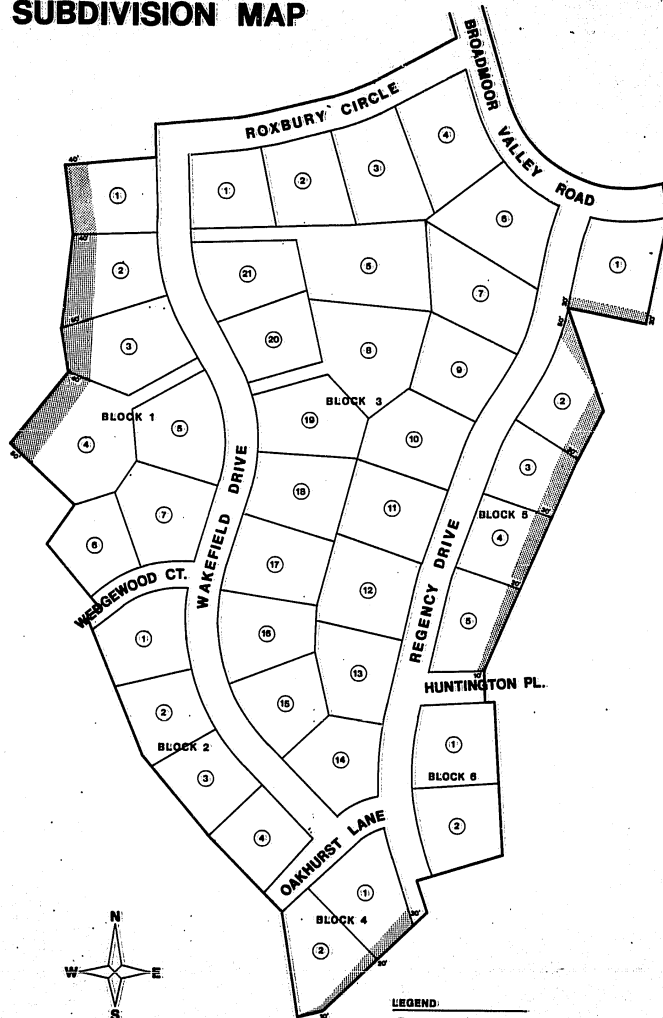
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BOOK 2957 PAGE 737

**REGENCY PARK
SUBDIVISION MAP**

SECTION 401



LEGEND:
① LOT NUMBER
■ NATURAL PRESERVE

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BOOK 2957 PAGE 738

IN WITNESS WHEREOF, Gates Land Company has
executed this Declaration this 31st day of August , 1977.

GATES LAND COMPANY

By David K. Sunderland
David K. Sunderland
President


Edward L. Robinson
Assistant Secretary

STATE OF COLORADO)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me
this 31st day of August , 1977 by David K. Sunderland as
President and Edward L. Robinson as Assistant Secretary of
GATES LAND COMPANY.

My commission expires: 3-22-78

Witness my hand and official seal.

Mary J. Robinson
Notary Public



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BOOK 3027 PAGE 170

County of El Paso State of Colorado File # 818
RECEIVED AT 3:30 O'CLOCK P.M. APR 11 1978
RECEPTION NO. 422347 HARRIET BEALS *Harriet Beals* DEPUTY

AMENDMENT

to

D E C L A R A T I O N

of

Conditions, Covenants, Restrictions, Easements and Charges

Affecting the Real Property known as

REGENCY PARK

By instrument recorded in the office of the Clerk and Recorder of the County of El Paso and State of Colorado in Book 2957 at Pages 704-738 (the "Covenants") Gates Land Company ("Declarant") created protective covenants, easements, charges and other provisions for the residential area hereinafter referred to as the "Subdivision," to-wit: Regency Park.

Declarant is the owner of two-thirds (2/3) of the lots in the Subdivision and in exercise of the powers reserved to the owners of two-thirds (2/3) of the lots in the Subdivision hereby amends Section 202 of the Covenants to read as follows:

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BOOK 3027 PAGE 171

Declarant's Successors and Assigns

Section 202.

a) Ten years after Declarant first conveys a lot in the Subdivision to a purchaser or at such earlier time as Declarant may choose, Declarant shall transfer all of its functions, rights and powers of granting or withholding approval, permission or consent and its other functions, rights and powers under Section 102, 103, 107, 108, 131, 132, 133, 135, 136, 137, 139, 158, 159, 160, 161, 171, 172, 173, 174, and 201 and its responsibilities under Section 175 to an Architectural Control Committee of three (3) members, each of whom shall be an Owner of a Lot in the Subdivision; or the owner of a lot in such other single-family residential subdivisions in the same general area as are determined by Declarant to contain lots substantially similar in size, character and value to Lots in the Subdivision; or an officer, director or employee of Declarant.

b) Thereafter any one or more members of the Architectural Control Committee may from time to time be removed and their successor or successors designated by an instrument signed and acknowledged by the Owners of at least 50% of the lots in the Subdivision and filed for record with the County Clerk and Recorder of El Paso County.

c) The Architectural Control Committee may delegate to one of its members any or all of the functions and powers of the committee and until such delegation is revoked or modified the action of the member to whom such delegation is made shall constitute the action of the committee for the purposes of these covenants.

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BOCP 3627 PAGE 172

d) The committee may take action without a meeting by a written statement signed by the members of the committee or by their delegate.

e) Vacancies in the Architectural Control Committee may be filled by action of the remaining member or members of the committee, subject always to the power of the Owners to remove and designate members of the Architectural Control Committee pursuant to Section 202.

f) Declarant, or its successor Architectural Control Committee, may, if it determines such action to be in the best interest of the Owners, cause the Architectural Control Committee for the Subdivision to be merged with the Architectural Control Committees of other single-family residential subdivisions in the same general area that contain lots of substantially similar size, character and value as Lots in the Subdivision. Such merger shall be accomplished by filing with the County Clerk and Recorder of El Paso County a written document signed by Declarant, or by the Architectural Control Committee for each subdivision participating in such merger, acknowledging the action and appointing an Architectural Control Committee for the merged group. Thereafter, all functions of the predecessor individual Architectural Control Committees will be performed by the new merged Architectural Control Committee, and the substitution of members provided for in Section 202b will require action by 50% of the owners of lots in all of the subdivisions in the merged group.


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BOOK 3027 PAGE 173

IN WITNESS WHEREOF, Gates Land Company has executed
this Amendment this 10th day of April, 1978.

GATES LAND COMPANY

By David K. Sunderland
President

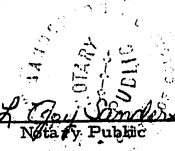

Edward L. Robinson
Assistant Secretary

STATE OF COLORADO)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this
10th day of April, 1978 by David K. Sunderland as President and Edward L.
Robinson as Assistant Secretary of GATES LAND COMPANY, owner of
two-thirds of the lots in Regency Park.

Witness my hand and official seal.

My commission expires November 1, 1981.


J. Gay Anderson
Notary Public

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BOOK PAGE
6113 186

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

ASSIGNMENT OF ARCHITECTURAL APPROVAL
FOR
REGENCY PARK

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This Assignment, dated this 25th day of January, 1993, concerns that certain Declaration of Conditions, Covenants, Restrictions, Easements and Charges affecting Regency Park (the "Covenants") as recorded September 21, 1977 in Book 2957 at Page 704 of the real property records of El Paso County, Colorado. The Covenants were amended by an Amendment to Declaration of Conditions, Covenants, Restrictions, Easements and Charges recorded April 11, 1978 in Book 3027 at Page 170 of the El Paso County records. Such Amendment and the Covenants are jointly referred to as the "Covenants."

Pursuant to Section 202(a) of the Covenants, Gates Land Company (the "Declarant" under the Covenants) hereby assigns and transfers all of its functions, rights and powers of granting or withholding approval, permission or consent and its other functions, rights and powers under Sections 102, 103, 107, 108, 131, 132, 133, 135, 136, 137, 139, 158, 159, 160, 161, 171, 172, 173, 174 and 201, and its responsibilities under Section 175 to an Architectural Control Committee (the "Committee") consisting of the following three (3) members:

Marjanna Hyman
75 Huntington Place
Colorado Springs, Colorado 80906

Randy R. Kilgore
375 Oakhurst Lane
Colorado Springs, Colorado 80906

Henry H. Norman
335 Oakhurst Lane
Colorado Springs, Colorado 80906

Each of the three individuals named above satisfies the requirements for membership on the Committee contained in Section 202(a) of the Covenants.

As provided in Section 202(b) of the Covenants, hereafter any one or more members of the Committee may from time to time be removed and a successor or successors designated by an instrument signed and acknowledged by Owners (as defined in the Covenants) of at least 50 percent of the lots in the Subdivision (as defined in the Covenants). The Committee may delegate to one of its members any or all of the functions and powers of the Committee, as provided in Section 202(c) of the Covenants. As

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BOOK PAGE
6113 187

provided in Section 202(e) of the Covenants, vacancies in the Committee may be filled by action of the remaining member or members of the Committee, subject to the power of the Owners to remove and designate members of the Committee pursuant to Section 202(b) of the Covenants.

Approval of any matter or item requiring approval of the Committee under the Covenants shall be requested by submitting a written request and appropriate documentation to the following address:

Architectural Control Committee
c/o H. H. Norman Construction, Inc.
1229 Lake Plaza Drive, Suite B
Colorado Springs, Colorado 80906

The Committee may designate a different address by an instrument recorded in the real property records of El Paso County or by written notice to the affected Owners.

Notwithstanding Declarant's assignment of rights to the Committee contained herein, Declarant shall retain all of its rights to remedy violations or enforce the Covenants, as contained in Section 204 and Section 306 of the Covenants. Except as expressly provided herein, the Covenants shall remain unmodified and in full force and effect.

EXECUTED to be effective as of the day and year first above written.

DECLARANT:

GATES LAND COMPANY, a
Colorado corporation

By David K. Sunderland
David K. Sunderland
President

1 27 1993

BOOK PAGE
6113 188

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me
this 25th day of January, 1993 by David K.
Sunderland as President of Gates Land Company.

Witness my hand and official seal.

My commission expires: 9-14-96



Anne J. Nacci
Notary Public
202 E. Cheyenne Mtn. Blvd.
Col. Spgs., CO 80906



**ASSIGNMENT OF COVENANT RIGHTS TO
ARCHITECTURAL CONTROL COMMITTEE**
(Spyglass)

THIS ASSIGNMENT OF COVENANT RIGHTS TO ARCHITECTURAL CONTROL COMMITTEE (the "Assignment") dated as of this 26 day of July, 1998 is entered into by and between **CODY COMPANY**, a Colorado corporation ~~and~~ *via* **Gates Land Company** ("Cody") and that certain **ARCHITECTURAL CONTROL COMMITTEE** (the "Architectural Control Committee"), which Architectural Control Committee was merged pursuant to and is more particularly identified in that certain "Statement of Merger of Architectural Control Committees" dated as of August 5, 1997 and recorded in the real property records of El Paso County, Colorado on September 19, 1997 at Reception No. 97110273 (the "Statement of Merger Document"), all with respect to the following:

RECITALS

A. Cody, successor by merger to Gates Land Company, a Colorado corporation, holds certain rights under the "Protective Covenants" attached as Exhibit "C" to that certain "Warranty Deed" dated September 30, 1986 and recorded in the real property records on October 14, 1986 in Book 5252 at Page 1199 (the "Covenants"). The Covenants encumber certain real property located in the City of Colorado Springs, Colorado, and more particularly within an area commonly referred to as the Cheyenne Mountain Ranch, all as more particularly set forth in the Covenants (the "Property");

B. Cody previously formed certain architectural control committees and assigned to such committees all of its rights of enforcement and approval under various other covenants encumbering various properties in Cheyenne Mountain Ranch, and more particularly in the general area of the Property. The architectural control committees which Cody formed were subsequently merged into the single Architectural Control Committee, all as more particularly set forth in the Statement of Merger Document;

C. Cody, pursuant to its rights under the Covenants, now desires to assign all of its functions, rights and powers of granting or withholding approval, permission or consent, together with all of its other functions, rights and powers under the Covenants, to the Architectural Control Committee, and the Architectural Control Committee now desires to accept such assignment, all as more particularly set forth herein.

NOW, THEREFORE, subject to the restrictions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cody and the Architectural Control Committee each hereby agree as follows:

1. Assignment of Covenant Rights to the Association. Pursuant to the provisions of the Covenants, and with the express exception of Cody's rights set forth in Section 5.5 "Name and Logos" of the Covenants (the "Retained Covenant Rights"), Cody hereby assigns, transfers and sets over to the Architectural Control Committee all of its functions, rights and powers of granting or withholding approval, permission or consent and any and all of its other functions, rights and powers described in the Covenants. Hereafter, with the exception of the Retained Covenant Rights, the Architectural Control Committee shall have all of the functions, rights and powers of Cody set forth in or otherwise described by the Covenants, and shall be obligated to exercise such functions, rights and powers in its reasonable and good faith discretion, and in furtherance of maintaining the quality, value and liveability of the properties encumbered thereby, at all times during the applicable term of the Covenants. Notwithstanding the foregoing assignment of rights, the Architectural Control Committee shall not have the right to amend, restate or terminate any of the Covenants to the extent the same would terminate, abrogate, violate or otherwise diminish the encompassing and comprehensive purposes of the Covenants, or to the extent the same would defeat or otherwise hinder the Architectural Control Committee in the pursuit of its charge as described above.

2. Composition of Architectural Control Committee. As of the date of this Assignment, and subject to any changes in the composition thereof as permitted by the Statement of Merger or any of the other covenant documents which the Architectural Control Committee is

charged with administering, the current members of the Architectural Control Committee are as follows:

Randy R. Kilgore
375 Oakhurst Lane
Colorado Springs, CO 80906

Henry H. Norman
335 Oakhurst Lane
Colorado Springs, CO 80906

Hans M. Schuetz
160 Huntington Place
Colorado Springs, CO 80906

Approval of any matter or item requiring approval of the Committee under the Covenants shall be requested by submitting a written request and appropriate documents to the following address:

Architectural Control Committee
c/o H.H. Norman Construction, Inc.
335 Oakhurst Lane
Colorado Springs, CO 80906

The Committee may designate a different address by an instrument recorded in the real property records of El Paso County or by written notice to the owners of the real property affected by the Covenants.

3. **Miscellaneous.** This Assignment shall be governed by and interpreted according to the laws of the State of Colorado. This Assignment embodies the entire agreement and actions relative to the subject matter hereof, and there are no other agreements existing relative to the subject matter hereof which are not expressly set forth herein. All Exhibits attached hereto are hereby incorporated herein by this reference. Time is of the essence of this Assignment.

EXECUTED to be effective as of the day and year first above written.

CODY:

CODY COMPANY, a
Colorado corporation d/b/a Gates Land Company

By: David K. Sunderland
David K. Sunderland, Vice President

ARCHITECTURAL CONTROL COMMITTEE:

By: Randy R. Kilgore
Randy R. Kilgore, an individual and in his capacity as
a member of the Architectural Control Committee

By: Henry H. Norman
Henry H. Norman, an individual and in his capacity as
a member of the Architectural Control Committee

By: Hans M. Schuetz
Hans M. Schuetz, an individual and in his capacity as
a member of the Architectural Control Committee

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 30th day of July, 1998 by David K. Sunderland as Vice President of Cody Company, a Colorado corporation d/b/a Gates Land Company, on behalf of such corporation.

Witness by hand and official seal.

My commission expires: 8/30/2001

Linda S. Adlington
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 19 day of August, 1998 by Randy R. Kilgore, an individual and member of the Architectural Control Committee, on behalf of such Architectural Control Committee.

Witness by hand and official seal.

My commission expires: 10-25-2001

Larry Wood
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 28th day of July, 1998 by Henry H. Norman, an individual and member of the Architectural Control Committee, on behalf of such Architectural Control Committee.

Witness by hand and official seal.

My commission expires: 6/1/2002

Leola Stone
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 30th day of July, 1998 by Hans M. Schuetz, an individual and member of the Architectural Control Committee, on behalf of such Architectural Control Committee.

Witness by hand and official seal.

My commission expires: 8/30/2001

Linda S. Adlington
Notary Public

