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ARDIS W. SCHMITT
El Paso County Clerk & Recorder

BOOK 3833 PAGE 467

DECLARATION
of

Conditions, Covenants, Restrictions, Easement and Charges
Affecting the Real Property Known As
Lots 1 through 12, Block 1, in Pinecliff 1
Lots 1 through 8, Block 2, in Pinecliff 1
Lots 1 through 4, Block 3, in Pinecliff 1

copy

THIS DECLARATION made by a majority of the owners of property in Pinecliff 1, hereinafter called Declarant. This Declaration supersedes the Declaration filed with the Clerk and Recorder of El Paso County on December 6, 1963 in Book 2269, pages 714 through 719.

WITNESSETH:

WHEREAS, Declarant are owners of a majority of the lots in a residential area of the City of Colorado Springs, to-wit: Lots 1 through 12, Block 1 in Pinecliff 1; Lots 1 through 8, Block 2 in Pinecliff 1; Lots 1 through 4, Block 3, in Pinecliff 1 (hereinafter called 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 covenants, restrictions, easements, charges and liens hereinafter set forth, and each and every parcel thereof, and shall apply to and bind the successor in interest of any owner thereof,

NOW, THEREFORE, Declarant declares that the real property, Lots 1 through 12, Block 1, in Pinecliff 1; Lots 1 through 8, Block 2, in Pinecliff 2; Lots 1 through 4, Block 3, in Pinecliff 1, 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

Multi-Family Residential Restrictions

Section 100. The Declarant reserves the right to create and file protective covenants, conditions, and restrictions that pertain to Lot 1, Block 1, Pinecliff 1 which is designated for multi-family residential development. Said covenants, restrictions, and conditions shall be congruous with the overall neighborhood architectural design and character as described in the single family residential restrictions. Developers of this Lot must contact the Pinecliff Architectural Control Committee with regard to existing covenants or to establish covenants, conditions and restrictions for this Lot prior to submitting plans for approval to the Committee for the development and construction on the Lot.

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 (excepting Lot 1, Block 1 which is zoned multi-family) and those accessory buildings and structure which have been approved by the

Pinecliff Architectural Control Committee. No structure other than a dwelling, no accessory building other than a guest house or servants' 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 written permission of the Pinecliff Architectural Control Committee.

Section 103. No tent, treehouse, barn, other temporary living or camping quarters or other temporary structures shall be placed on any lot at any time except with permission of the Pinecliff Architectural Control Committee 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.

Section 105. No building materials shall be stored on any lot except temporarily during continuous construction of a building or its alteration or improvements, 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, fire, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of sixty (60) days without written permission of the Pinecliff Architectural Control Committee, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and forthwith removed by Pinecliff Architectural Control Committee 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 not be erected or maintained. Model homes may be used and exhibited by anyone who owns or holds a contract or option to acquire two or more lots in the Subdivision, and with the Pinecliff Architectural Control Committee's permission, by any lot owner.

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 the property owners, and their 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

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.

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 Pinecliff Architectural Control Committee and aggregating not less than 12,000 square feet.

Section 132. No 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 Pinecliff Architectural Control Committee. 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 or concrete paving unless otherwise approved by Pinecliff Architectural Control Committee.

Section 133. Except with Pinecliff Architectural Control Committee's approval, no building, porch, eave, overhang, projection or other part of a building shall be located with twenty-five (25) 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; (b) for eaves and overhangs or (c) for construction which extends less than ten (10) feet into the setback areas adjoining public streets or less than five (5) feet into any other setback area and which Pinecliff Architectural Control Committee 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 shall be installed or maintained or 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 2,000 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 on finished basement level	- 25%
Gross square feet of balconies, raised decks, covered patios	- 25%
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. The Architectural Control Committee can grant a variance to allow a floor area of not less than 1,700 square feet, if it determines at its sole discretion, that the dwelling will be compatible with other dwellings in the subdivision and will appear to be of similar size and value. This variance will accommodate certain unique designs such as some contemporary homes that have two-story interior spaces that may not technically meet the square footage requirement but have the volume to be compatible with, appear as large as and are as expensive as other homes in the subdivision.

Section 135. No dwelling or structure shall exceed twenty-six (26) feet in height from the lowest elevation of the natural grade along the perimeter of the structure or extend more than twenty-two (22) feet above the highest natural elevation on the lot except with the prior permission of the Architectural Control Committee. In granting or withholding such permission, The Pinecliff Architectural Control Committee 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 in natural or earthtone colors 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 Pinecliff Architectural Control Committee.

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 Pinecliff Architectural Control Committee. Manufactured siding such as masonite will require specific approval by Pinecliff Architectural Control Committee.
- b) Aluminum or wood windows are permitted. All aluminum windows shall be anodized, 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 Pinecliff Architectural Control Committee.
- e) All roof areas shall be of wood shakes, wood shingles, tile, slate, copper or such other material as may be approved by Pinecliff Architectural Control Committee.

Section 138. Fences of any construction are not desirable commensurate with the retention of the open space concept of the area and the retention of panoramic views. Under certain circumstances, however, for privacy or containment of pets, fences may be approved. All such approved fences shall be designed and constructed as a visual extension of the architecture of the primary dwelling, including both size and use of materials. The painted, stained or natural coloration of fences shall be consistent with the coloring of the primary dwelling. Wooden fences shall not exceed five (5) feet in height unless in the judgment of the Pinecliff Architectural Control Committee there is a requirement to exceed this height, but in no case shall they exceed six (6) feet in height. Fencing shall be limited to privacy areas and animal control areas adjoining the primary dwelling. In granting or withholding permission to construct, Pinecliff Architectural Control Committee shall give primary consideration to the protection of views from adjoining lots.

Vinyl covered chain link fencing may be authorized in areas that are not visible from the streets and with the approval of all adjoining property owners. The Pinecliff Architectural Control Committee may authorize the use of vinyl coated chain link fences in areas that are visible from the street when in their evaluation it is to the best interests of the neighborhood and in cases where the use of wood fencing would restrict the view from adjoining lots.

Section 139. Within six (6) months after completion of a dwelling or within any extension of that period granted by Pinecliff

Architectural Control Committee, 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 Pinecliff Architectural Control Committee.

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 become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surfacing becomes weather-beaten or worn off. Periodic exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, paving, lawn, 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. All garage doors shall be electrically operated and 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 154. Outdoor clothes poles, clothes lines and other facilities for drying or airing of clothing or household goods shall not be allowed.

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 or 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, sound 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. No aerial or antenna for transmission of radio or television or other electronic signals may be maintained or erected within the Subdivision. No electric or radio transmitter of any kind other than garage door openers and portable telephones will be permitted.

Section 159. No animals except an aggregate of two (2) domesticated dogs or cats and except domesticated birds and fish and other small domestic animals permanently confined indoors shall be maintained within the Subdivision and then only if kept as pets. No animal of any kind shall be permitted which 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.

Section 160. No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, motorcycle, any towed trailer unit, or truck excepting only pickups solely for the private use of the residents of a dwelling shall be parked within any lot or building site except in a completely enclosed garage.

Section 161. No stripped down, partially wrecked, or junk motor vehicle or sizable part thereof, shall be permitted to be parked on any street or on any lot.

Section 162. 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.

Section 163. 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 Pinecliff Architectural Control Committee are likely to cause the spread of infection of weeds to neighboring property and free from brush or other growth or trash which in the opinion of Pinecliff Architectural Control Committee causes undue danger of fire.

Section 164. In order to effect insect, weed and fire control or to remove nuisances, Pinecliff Architectural Control Committee 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 Pinecliff Architectural Control Committee 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 165. 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 Pinecliff 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 166. All owners must install and maintain an outside yard light at the front of the premises on a pole or standard of design approved by the Pinecliff Architectural Control Committee.

Section 167. 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;

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. The use of any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental must be approved. All permitted signs must be professionally painted, lettered and constructed.

Exempt Property

Section 169. Lots on which dwellings have been constructed and completed or have had plans for construction approved by the Pinecliff Architectural Control Committee as of the date of filing of these Covenants are exempt from the following provisions of this document: Sections 137, 138, 139, 165, 166, and the portion of Section 132 that pertains to paving of driveways.

However, plans for additions to existing structures, exterior alteration of existing structures, construction of new structures, or alteration of existing grading on said exempt lots, which plans have not been approved in writing by the Pinecliff Architectural Control Committee prior to the date of filing of these Covenants, must be so approved prior to commencement of construction. The Architectural Control Committee in ruling on such plans shall consider the harmony of the proposed structures with existing structures on these lots as well as on other lots in the area, and compliance with the terms of these Covenants, but shall not require adherence to Sections 137, 139, 166, or the portion of Section 132 that concerns paving of driveways.

Architectural Control by Pinecliff Architectural Control Committee.

Section 171. 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, except in accordance with plans, specifications and other information submitted to Pinecliff Architectural Control Committee and approved by Pinecliff Architectural Control Committee. Matters which require the approval of Pinecliff Architectural Control Committee include but are not limited to: the exterior appearance, material, color, height, location of each structure, drive, walk and fence and mailbox, grading of site, site lighting and location,

Section 172. In granting or withholding approval Pinecliff Architectural Control Committee 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 173. All plans, samples and other materials for new construction or additions shall be submitted to The Pinecliff Architectural Control Committee 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. 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. If requested, a soils report for the building site shall be supplied to the Pinecliff Architectural Control Committee.

Section 174. A written statement of the approval or disapproval or other action by Pinecliff Architectural Control Committee, acknowledged by an officer of Pinecliff Architectural Control Committee, shall establish the action of Pinecliff Architectural Control Committee and shall protect any person relying on the statement. If Pinecliff Architectural Control Committee does not execute and acknowledge such a statement within thirty (30) days after delivery of all the required materials to Pinecliff Architectural Control Committee's principal office, the material so delivered shall stand approved for the purpose of these Covenants. Pinecliff Architectural Control Committee shall be entitled to retain one copy of all approved plans as part of Pinecliff Architectural Control Committee's files and records.

ARTICLE II Powers and Responsibilities - Pinecliff Architectural Control Committee

Variances.

Section 201. Pinecliff Architectural Control Committee shall have authority to grant for a lot or building site a variance from the terms of one or more of Sections 107, 103, 134 and 143 subject to terms and conditions fixed by Declarant as will not be contrary to the interest 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:

a) Pinecliff Architectural Control Committee shall call a meeting of owners of lots in the Subdivision, to be held at Pinecliff Architectural Control Committee'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, Pinecliff Architectural Control Committee 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 Pinecliff Architectural Control Committee 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;

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.

Constitution of Architectural Control Committee.

Section 202.

a) The Pinecliff Architectural Control Committee shall consist of a minimum of three members, each of whom is a lot owner in Pinecliff filings one, two or three. Current members are William G. Swinney, Neil T. Breen and Roland Hintgen. Future changes to the committee will be reflected as amendments to this document.

b) 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 a majority of the lots in Pinecliff 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.

d) The committee may take action without a meeting by a written agreement 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 b).

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 Committee 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 202 b) will require action by a majority of the owners of lots in all of the subdivisions in the merged group.

Officers and Agents Excused from Liability.

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

Declarant Can Remedy Violations.

Section 204. The Pinecliff Architectural Control Committee or Declarant, including an assignee or delegate, may give 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 breach, and the intent of the Committee or Declarant to invoke this Section unless with 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 of 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 per cent (12%) 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 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.

ARTICLE III General Provisions for Effect of the Covenants

Definitions.

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

Accessory Buildings: 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 Pinecliff Architectural Control Committee and aggregating not less than 12,000 square feet.

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

These Covenants: This Declaration and the provisions contained in it.

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 each boundary line between the lot and any public street which affords the principal access to the lot; a side lot is any boundary line which meets and forms an angle with the front lot line. Other lot lines are rear lot lines.

Owner: Person having the 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 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, 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 Lots 1 through 12, Block 1, Pinecliff No. 1; Lots 1 through 8, Block 2, Pinecliff No. 1; Lots 1 through 4, Block 3, Pinecliff No. 1, according to the plat recorded in the office of the Clerk and Recorder of the County of El Paso and State of Colorado.

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.

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 provisions 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 of 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

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, approval, consents, extensions, 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, applications or other action. Permission, consent or approval of Declarant or the Architectural Control Committee under these Covenants is not effective unless in writing.

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.

IN WITNESS WHEREOF, Frank Price has executed this Declaration this ____ day of _____, 19 .

Lot 1, Block 1, Pinecliff No. 1
Point of the Pines Drive

Frank Price, President
Theta Development Corporation

STATE OF COLORADO)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this ____ day of _____, 19 ____ by Frank Price.

My Commission Expires _____

WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, Francis B. Howes Jr. and Hazel W. Howes have executed this Declaration this 30th day of June, 1983.

Lot 2, Block 1, Pinecliff No. 1
703 Point of the Pines Drive

Francis B. Howes Jr.

Francis B. Howes Jr.

Hazel W. Howes

Hazel W. Howes

703 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of EL PASO) ss

The foregoing instrument was acknowledged before me this 30th day of June, 1983 by Francis B. Howes Jr. and Hazel W. Howes.

My Commission Expires June 22, 1985

WITNESS my hand and official seal.



Elaine B. Stevens

Notary Public
2027 North Circle Dr.
Colo. Sprgs., CO 80909

Howes has executed this Declaration this 30th day of June, 1983.

Lot 3, Block 1, Pinecliff No. 1
709 Point of the Pines Drive

Hazel W. Howes

Hazel W. Howes

709 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of EL PASO) ss

The foregoing instrument was acknowledged before me this 30th day of June, 1983 by Hazel W. Howes.

My Commission Expires June 22, 1985

WITNESS my hand and official seal.



Elaine B. Stevens

Notary Public
2027 North Circle Dr.
Colo. Sprgs., CO 80909

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IN WITNESS WHEREOF, James Hatcher Graham and Judith B. Graham have executed this Declaration this 11th day of October, 1983.

Lot 4, Block 1, Pinecliff No. 1
711 Point of the Pines Drive

James Hatcher Graham
James Hatcher Graham

Judith B. Graham
Judith B. Graham

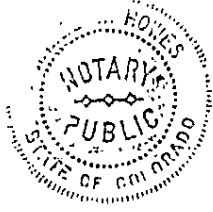
711 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF Colorado)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 11th day of October, 1983 by James Hatcher Graham and Judith B. Graham.

My Commission Expires May 11, 1987

WITNESS my hand and official seal.



David W. Davis
Notary Public 703 Point of the Pines Drive
Colorado Springs, CO 80907

IN WITNESS WHEREOF, Robert E. Anderson and Mary L. D. Anderson have executed this Declaration this ___ day of _____, 19__.

Lot 5, Block 1, Pinecliff No. 1
715 Point of the Pines Drive

Robert E. Anderson

Mary L. D. Anderson

715 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF _____)
County of _____) ss

The foregoing instrument was acknowledged before me this ___ day of _____, 19__ by Robert E. Anderson and Mary L. D. Anderson.

My Commission Expires _____

WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, George F. Stucker and Sharon L. Stucker have executed this Declaration this day of _____, 19 _____.

Lot 6, Block 1, Pinecliff No. 1
721 Point of the Pines Drive

George F. Stucker

Sharon L. Stucker

721 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF _____)
County of _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____ by George F. Stucker and Sharon L. Stucker.

My Commission Expires _____

WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, Robert W. Pashby and Margaret E. Pashby have executed this Declaration this _____ day of _____, 19 _____.

Lot 7, Block 1, Pinecliff No. 1
717 Point of the Pines Drive

Robert W. Pashby

Margaret E. Pashby

717 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF _____)
County of _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____ by Robert W. Pashby and Margaret E. Pashby.

My Commission Expires _____

WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, Tommy E. Correll and Maryhellen G. Correll have executed this Declaration this 29th day of June, 1983.

Lot 8, Block 1, Pinecliff No. 1
725 Point of the Pines Drive

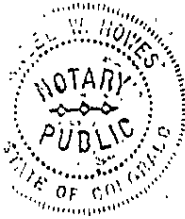
Tommy E. Correll
Tommy E. Correll

Maryhellen G. Correll
Maryhellen G. Correll

725 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF Colorado)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 29th day of ~~June~~ June, 1983 by Tommy E. Correll and Maryhellen G. Correll.



My Commission Expires May 11, 1987
WITNESS my hand and official seal.

Hazel W. Howes
Notary Public 703 Point of the Pines Drive
Colorado Springs, CO 80907

IN WITNESS WHEREOF, Tommy E. Correll and Maryhellen G. Correll have executed this Declaration this 29th day of June, 1983.

Lot 9, Block 1, Pinecliff No. 1
729 Point of the Pines Drive

Tommy E. Correll
Tommy E. Correll

Maryhellen G. Correll
Maryhellen G. Correll

729 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 29th day of June, 1983 by Tommy E. Correll and Maryhellen G. Correll.



My Commission Expires May 11, 1987
WITNESS my hand and official seal.

Hazel W. Howes
Notary Public 703 Point of the Pines Drive
Colorado Springs, CO 80907

IN WITNESS WHEREOF, Nicky K. Wu and Kam H. Wu have executed this Declaration this ____ day of _____, 19 ____ .

Lot 10, Block 1, Pinecliff No. 1
803 Point of the Pines Drive

Nicky K. Wu

Kam H. Wu
803 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 19 ____ by Nicky K. Wu and Kam H. Wu .

My Commission Expires _____
WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, Gorlyn W. Anderson and Joann Anderson have executed this Declaration this ____ day of _____, 19 ____ .

Lot 11, Block 1, Pinecliff No. 1
807 Point of the Pines Drive

Gorlyn W. Anderson

Joann Anderson
807 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of _____) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 19 ____ by Gorly W. Anderson and Joann Anderson.

My Commission Expires _____
WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, Anthony J. Wyand and Kathy D. Wyand have executed this Declaration this 11 day of Oct, 1983.

Lot 12, Block 1, Pinecliff No. 1
811 Point of the Pines Drive

Anthony J. Wyand
Anthony J. Wyand

Kathy D. Wyand
Kathy D. Wyand

811 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 11th day of Oct, 1983 by Anthony J. Wyand and Kathy D. Wyand.

My Commission Expires May 11, 1987

WITNESS my hand and official seal.



Jay W. Jones
Notary Public 703 Point of the Pines Dr.
Colorado Springs, CO 80907

Builders has executed this Declaration this ___ day of ___, 19__.

Lot 1, Block 2, Pinecliff No. 1
630 Point of the Pines Drive

William Young
630 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this ___ day of ___, 19__ by William Young.

My Commission Expires _____

WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, Peter B. Snow and Ruth L. Snow have executed this Declaration this 28th day of January, 1984.

Lot 2, Block 2, Pinecliff No. 1
704 Point of the Pines Drive

Peter B. Snow
Peter B. Snow

Ruth L. Snow
Ruth L. Snow

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 28th day of January, 1984 by Peter B. Snow and Ruth L. Snow.

My Commission Expires May 11, 1987
WITNESS my hand and official seal.



Hazel W. Howes
Notary Public 703 Point of the Pines Dr. Colorado Springs, Colorado

IN WITNESS WHEREOF, Joseph J. Legan and Dorothy A. Legan have executed this Declaration this _____ day of _____, 19 ____.

Lot 3, Block 2, Pinecliff No. 1
708 Point of Pines Drive

Joseph J. Legan

Dorothy A. Legan
708 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 19 ____ by Joseph J. Legan and Dorothy A. Legan.

My Commission Expires _____
WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, George S. Fleeson and Mary P. Fleeson have executed this Declaration this 6th day of October, 1983.

Lot 4, Block 2, Pinecliff No. 1
712 Point of the Pines Drive

George S. Fleeson

George S. Fleeson

Mary P. Fleeson

Mary P. Fleeson

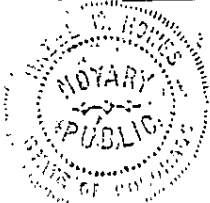
712 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 6th day of October, 1983 by George S. Fleeson and Mary P. Fleeson.

My Commission Expires May 11, 1987

WITNESS my hand and official seal.



Hazel W. Howes

Notary Public 703 Point of the Pines Dr.
Colorado Springs CO 80907

IN WITNESS WHEREOF, Craig E. Brown has executed this Declaration this ___ day of _____, 19__.

Lot 5, Block 2, Pinecliff No. 1
716 Point of the Pines Drive

Craig E. Brown

716 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this ___ day of _____, 19__ by Craig E. Brown.

My Commission Expires _____

WITNESS my hand and official seal.

Notary Public

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IN WITNESS WHEREOF, William G. Swinney and Shirley L. Swinney have executed this Declaration this 29th day of June, 1983.

Lot 6, Block 2, Pinecliff No. 1
720 Point of the Pines Drive



William G. Swinney
William G. Swinney

Shirley L. Swinney
Shirley L. Swinney
720 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 29th day of June, 1983 by William G. Swinney and Shirley L. Swinney.

My Commission Expires May 11, 1987
WITNESS my hand and official seal.



Hazel V. Hoves
Notary Public 703 Point of Pines Drive
Colorado Springs, CO 80907

IN WITNESS WHEREOF, Administrator of Veteran Affairs, has executed this Declaration this ___ day of _____, 19__.

Lot 7, Block 2, Pinecliff No. 1
724 Point of the Pines Drive

724 Point of the Pines Drive
Colorado Springs, Colorado

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this ___ day of _____, 19__ by Administrator of Veteran Affairs.

My Commission Expires _____
WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, Glenn R.

Alexander and Bertina K. Alexander have executed this Declaration this 6 day of Oct, 1983

Lot 8, Block 2, Pinecliff No. 1
5009 Overbrook Place



Glenn R. Alexander
Glenn R. Alexander

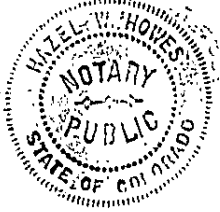
Bertina K. Alexander
Bertina K. Alexander

5009 Overbrook Place
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 6th day of October, 1983 by Glenn R. Alexander and Bertina K. Alexander.

My Commission Expires May 11, 1987
WITNESS my hand and official seal.



Hazel W. Howes
Notary Public 703 Point of the Pines Drive
Colorado Springs, CO 80907

IN WITNESS WHEREOF, Harry R.

Gohsler and Ann R. Gohsler have executed this Declaration this 29th day of June, 1983.

Lot 1, Block 3, Pinecliff No. 1
806 Point of the Pines Drive



Harry R. Gohsler
Harry R. Gohsler

Ann R. Gohsler
Ann R. Gohsler

806 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 29th day of June, 1983 by Harry R. Gohsler and Ann R. Gohsler.

My Commission Expires May 11, 1987
WITNESS my hand and official seal.

Hazel W. Howes
Notary Public 703 Point of the Pines Drive
Colorado Springs, CO 80907

IN WITNESS WHEREOF, Robert D. Becker Sr. and Letha L. Becker have executed this Declaration this 6 day of Oct, 1983.

Lot 2, Block 3, Pinecliff No. 1
810 Point of the Pines Drive



Robert D. Becker Sr.
Robert D. Becker Sr.

Letha L. Becker
Letha L. Becker

810 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 6th day of October, 1983 by Robert D. Becker Sr. and Letha L. Becker.

My Commission Expires May 11, 1987
WITNESS my hand and official seal.

Hazel W. Howes
Notary Public 703 Point of the Pines Dr.
Colorado Springs, CO 80907

IN WITNESS WHEREOF, Neil Breen and Catherine Enright Breen have executed this Declaration this 29th day of June, 1983.

Lot 3, Block 3, Pinecliff No. 1
814 Point of the Pines Drive

Neil Breen
Neil Breen

Catherine Enright Breen
Catherine Enright Breen

814 Point of the Pines Drive
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this 29th day of June, 1983 by Neil Breen and Catherine Enright Breen.

My Commission Expires May 11, 1987
WITNESS my hand and official seal.



Hazel W. Howes
Notary Public 703 Point of the Pines Drive
Colorado Springs, CO 80907

Villines and Opal Villines have executed this Declaration this
day of _____, 19 .

IN WITNESS WHEREOF, Alfred B.
Lot 4, Block 3, Pinecliff No. 1
5010 Overbrook Place

Alfred B. Villines

Opal Villines
5010 Overbrook Place
Colorado Springs, Colorado 80907

STATE OF COLORADO)
County of El Paso) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 19 by Alfred B. Villines and Opal Villines.

My Commission Expires _____

WITNESS my hand and official seal.

Notary Public