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BRENDA DAVIDSON  
COLORADO SECRETARY OF STATE

ARTICLES OF ORGANIZATION

RECORDER NOTE Legibility of  
writing, typing or printing  
UNSATISFACTORY in portions  
of this document when received

OF  
UNIVERSITY VILLAGE GROUP, LLC  
A Colorado Limited Liability Company

20001106283 C  
\$ 65.00  
SECRETARY OF STATE  
05-25-2000 16:53:14

I, the undersigned natural person of the age of eighteen years or more, acting as organizer of a limited liability company under the Colorado Limited Liability Company Act, adopt the following Articles of Organization for such limited liability company.

**FIRST:** The name of the Limited Liability Company is: University Village Group, LLC, a Colorado limited liability company.

**SECOND:** The period of duration shall begin on the date of filing of the Articles of Organization and shall end 100 years from the date thereof

**THIRD:** The Limited Liability Company is organized for any legal and lawful purpose pursuant to the Colorado Limited Liability Company Act.

**FOURTH:** The address of the initial registered office of the Limited Liability Company is 2270 Cape Pine Way, Colorado Springs, CO 80919, and the name of its initial registered agent at such address is Robert E. Ormston.

**FIFTH:** Address of the place of business: 2270 Cape Pine Way, Colorado Springs, CO 80919.

**SIXTH:** The management of the Limited Liability Company is vested in its members. The names and addresses of the initial members are:

Robert E. Ormston  
2270 Cape Pine Way  
Colorado Springs, CO 80919

Paul J. Howard  
2103 Payton Circle  
Colorado Springs, CO 80915


Scott Hente  
2760 Brogans Bluff Drive  
Colorado Springs, CO 80919

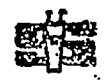
**SEVENTH:** The name and address of the organizer is:

Michael C. Cook  
6 South Tejon Street, Suite 650  
Colorado Springs, Colorado 80903

J. Patrick Kelly El Paso Cty, CO  
07/12/2000 08:10  
Doc \$0.00 Page  
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200080621  


  
Michael C. Cook, Organizer



99092005-1

Mail to: Secretary of State  
For office use only  
032

Corporations Section  
1560 Broadway, Suite 200  
Denver, CO 80202  
(303) 894-2251  
Fax (303) 894-2242

Please include a typed  
self-addressed envelope

**MUST BE TYPED**  
**FILING FEE: \$25.00**  
**MUST SUBMIT TWO COPIES**

**AMENDMENT TO THE ARTICLES OF ORGANIZATION  
FOR A COLORADO LIMITED LIABILITY COMPANY**

Pursuant to the provisions of the Colorado Limited Liability Company Act, the Articles of Organization shall be amended as set forth herein:

**UNIVERSITY VILLAGE GROUP, LLC (File Number 20001106283)**

Exact name of limited liability company

2270 Cape Pine Way

Principal Address

Colorado Springs

Colorado

80919

City

State

Zip

**CIRCLE ALL THAT APPLY:**

- A. There is a change in the name of the limited liability company  
to: \_\_\_\_\_
- B. There is a change in the dissolution date of the limited liability company  
to: \_\_\_\_\_
- C. There is a false or erroneous statement or the members desire to change any other statement in the  
Articles of Organization. Describe below:

Article Sixth is hereby deleted in its entirety and replaced with the following

The management of the Limited Liability Company is vested in its members. The names and addresses  
of the initial members are:

Robert-Scott Enterprises, Inc.  
c/o Robert E. Ormston  
2270 Cape Pine Way  
Colorado Springs, CO 80919

Paul J. Howard  
2103 Payton Circle  
Colorado Springs, CO 80919

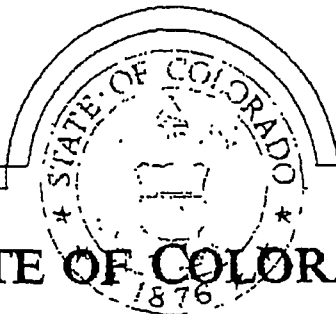
- D. All of the members have elected to accept the 1994 amendments to the Limited Liability Company Act.

Signature  
Manager

J. Patrick Kelly El Paso Cty, CO  
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2 of 3

200080621



# STATE OF COLORADO

DEPARTMENT OF  
STATE

## CERTIFICATE

I, DONETTA DAVIDSON, SECRETARY OF STATE OF THE STATE OF  
COLORADO HEREBY CERTIFY THAT

ACCORDING TO THE RECORDS OF THIS OFFICE

UNIVERSITY VILLAGE GROUP, LLC  
(COLORADO LIMITED LIABILITY COMPANY)

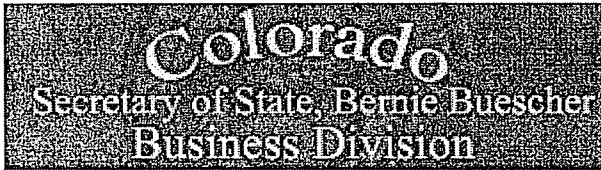
FILE # 20001106283 WAS FILED IN THIS OFFICE ON May 25, 2000  
AND HAS COMPLIED WITH THE APPLICABLE PROVISIONS OF THE  
LAWS OF THE STATE OF COLORADO AND ON THIS DATE IS IN GOOD  
STANDING AND AUTHORIZED AND COMPETENT TO TRANSACT BUSINESS  
OR TO CONDUCT ITS AFFAIRS WITHIN THIS STATE.

Dated: May 25, 2000

J Patriok Kelly El Paso Cty, CO 200080621  
07/12/2000 08:10  
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*Donetta Davidson*

SECRETARY OF STATE



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## Summary

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[Business Information](#)  
[Business Search](#)

ID Number: 20001106283  
 Name: UNIVERSITY VILLAGE GROUP, LLC, Di

[FAQs, Glossary and Information](#)

Registered Agent: SCOTT B. HENTE  
 Registered Agent Street Address: 2760 BROGANS BLUFF DR, COLORADO States  
 Registered Agent Mailing Address:

Principal Street Address: 2760 BROGANS BLUFF DR, COLORADO States  
 Principal Mailing Address: 2760 Brogans Bluff dr, Colorado Springs, CO

Status: Voluntarily Dissolved  
 Form: Limited Liability Company  
 Jurisdiction: Colorado  
 Formation Date: 05/25/2000  
 Term of Duration: 05/25/2100  
 Annual Report Month: May

You may:

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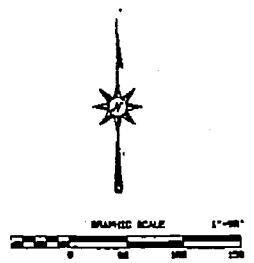
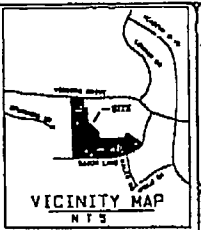
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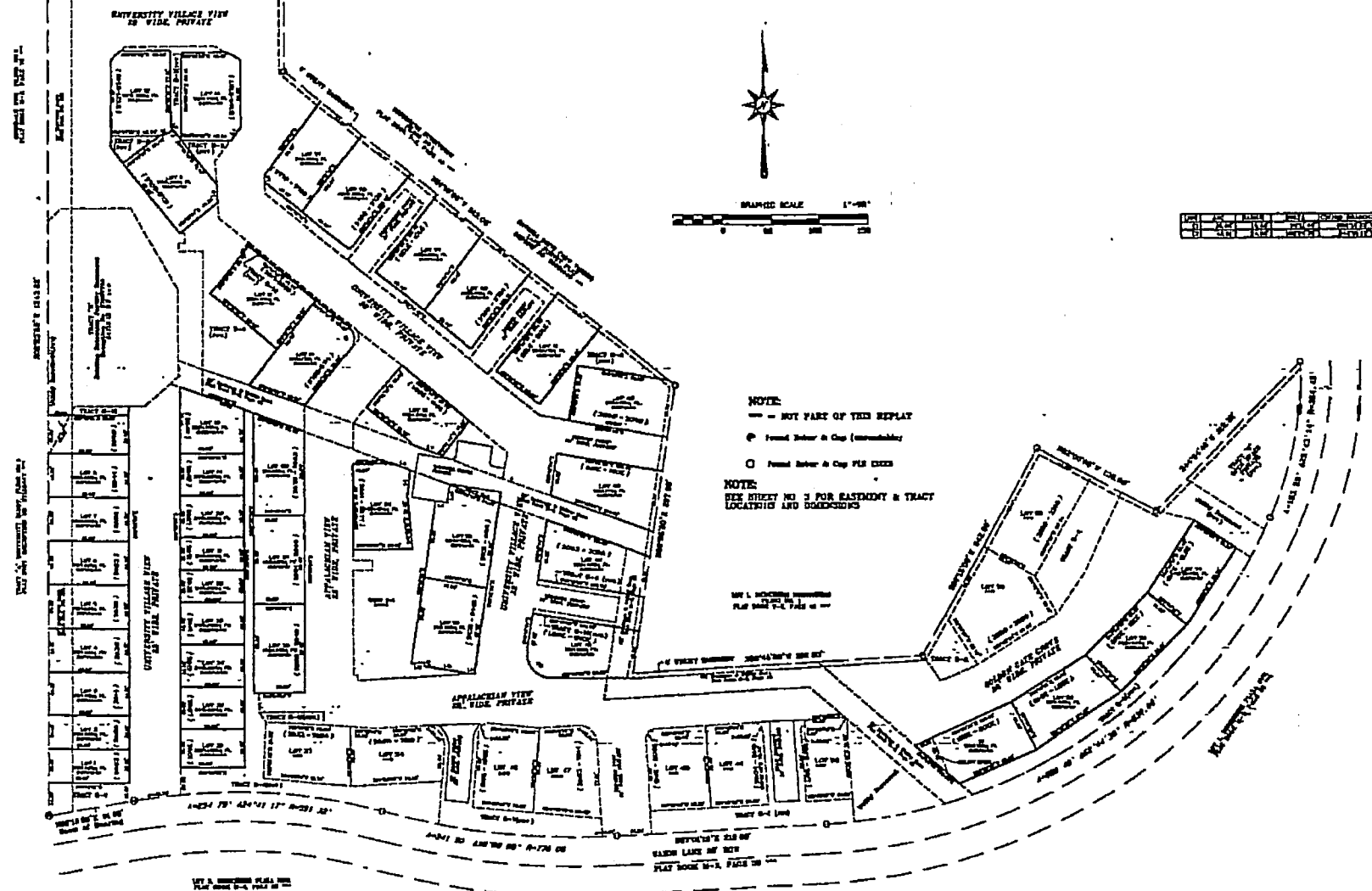
# UNIVERSITY VILLAGE FILING NO. 1

A REPLAT OF LOTS 1-26, 28-33, 35-44, AND 51-54  
IN UNIVERSITY VILLAGE  
IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO  
SECTION 18, TOWNSHIP 13 SOUTH, RANGE 68 WEST

11270  
102-232  
2/3



Lot No.	Area (sq. ft.)	Area (sq. m.)
1	10,000	914.4
2	10,000	914.4
3	10,000	914.4
4	10,000	914.4
5	10,000	914.4
6	10,000	914.4
7	10,000	914.4
8	10,000	914.4
9	10,000	914.4
10	10,000	914.4
11	10,000	914.4
12	10,000	914.4
13	10,000	914.4
14	10,000	914.4
15	10,000	914.4
16	10,000	914.4
17	10,000	914.4
18	10,000	914.4
19	10,000	914.4
20	10,000	914.4
21	10,000	914.4
22	10,000	914.4
23	10,000	914.4
24	10,000	914.4
25	10,000	914.4
26	10,000	914.4
28	10,000	914.4
29	10,000	914.4
30	10,000	914.4
31	10,000	914.4
32	10,000	914.4
33	10,000	914.4
35	10,000	914.4
36	10,000	914.4
37	10,000	914.4
38	10,000	914.4
39	10,000	914.4
40	10,000	914.4
41	10,000	914.4
42	10,000	914.4
43	10,000	914.4
44	10,000	914.4
51	10,000	914.4
52	10,000	914.4
53	10,000	914.4
54	10,000	914.4



NOTE:  
--- NOT PART OF THIS REPLAT  
⊙ Front Setback to Curb (Irregularity)  
⊙ Front Setback to Curb PER EXIST

NOTE:  
SEE SHEET NO. 3 FOR EASTBOUND & TRACT  
LOCATIONS AND ADDRESSING

SEE A REVISIONS SHEET  
FOR THIS REPLAT



SHEET 2 AS RE-PLATTED

UNIVERSITY VILLAGE FILING NO. 1  
102-232  
2/3  
AM GROUP, INC.  
UNIVERSITY VILLAGE FILING NO. 1  
102-232  
2/3  
UNIVERSITY VILLAGE, COLORADO SPRINGS, CO

**UNIVERSITY VILLAGE FILING NO. 1**  
**A REPLAT OF LOTS 1~26, 28~33, 35~44 AND 51~54**  
**IN UNIVERSITY VILLAGE**  
**IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO**  
**SECTION 16, TOWNSHIP 13 SOUTH, RANGE 66 WEST**

11270

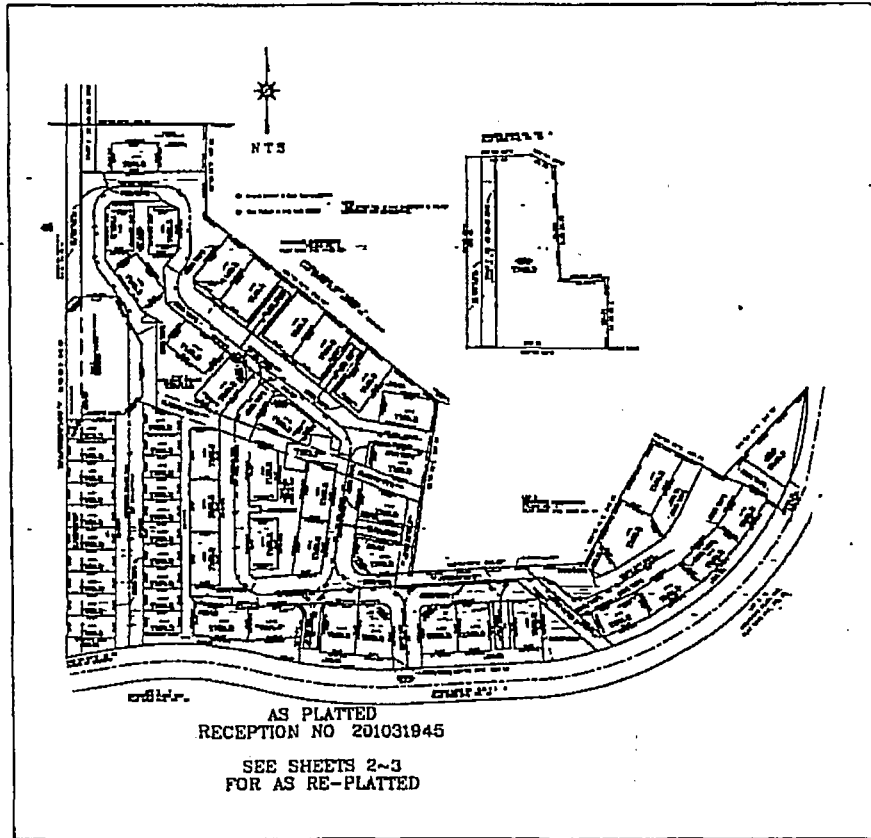
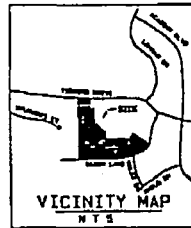
102-232

1/3

**NOTICE:**  
 The approval of this Replat renders all prior plats for the area described by this replat.

- NOTES:**
- All easements are as shown on the plat.
  - All areas not plotted into individual lots shall be known as TRACTS (labeled as shown on the replat) unless otherwise noted and shall be private areas owned and controlled by the Home Owners Association.
  - The Home of Record for this replat is as shown on the Plat. Bound measurements at the Home of Record shall be 25 feet wide (front) unless otherwise shown.
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**NOTICE:**  
 According to Colorado Law any plat submitted may have certain based upon any...  
 according to the survey which shows...  
 may vary within the limits of the survey...  
 from the date of the certification shown herein.



AS PLATTED  
 RECEPTION NO 201031945

SEE SHEETS 2-3  
 FOR AS RE-PLATTED

**FLOOD CERTIFICATION**

The property shown on University Village Filing No. 1 is not in a FEMA Flood Hazard Area. FOR FIRM FLOOD CERTIFICATION MAP MAP NO. 05011001A P AND MODIFICATION NUMBER 17 1997

**GEOTECHNICAL HAZARD EXEMPTION REQUEST STATEMENT**

This property is subject to the Building of a Geologic Hazard request approved by General Engineering, Inc. dated 11/17/02. A copy of report and same platent within the AR BP 02-01 (R) of the City of Colorado Springs Development Services Division. Contact the Colorado Springs Division of Public Works and Utilities at Colorado Springs, CO. If you would like to contact and complete request.

**EASIMENTS**

Refer to University Village Replat of Lot 4, Section 16, Township 13 South, Range 66 West, for preliminary approval easements to be shown.

**SURVEYING CERTIFICATION**

The undersigned Registered Professional Land Surveyor, in accordance with the Rules of Colorado, hereby certifies that the accompanying plat was prepared and drawn under his supervision and complies with the description, intent of said plat and measurements thereof and the requirements of Title 26 of the Colorado Revised Statutes, 1973, as amended. I have been true to the best of my knowledge and belief.

Survey of University Village Filing No. 1, Section 16, Township 13 South, Range 66 West, Colorado Springs, CO, Aug. 14, 2002.  
 [Signature and Seal]

- FEES:**
- DRainage Fee Per Original Subd
  - BRIDGE Fee Per Original Subd
  - SCHOOL Fee Per Original Subd
  - PARK Fee Per Original Subd

**KNOW ALL MEN BY THESE PRESENTS,**  
 That University Village Group LLC, 2700 Broadway Blvd, Colorado Springs, Co 80918 being the owner of the following tract of land to wit:

**LEGAL DESCRIPTION**  
 A Tract of Land known as University Village Filing No. 1 a Replat of Lots 1-26 Lots 28-33 and 35-44 and 51-54 of University Village in the City of Colorado Springs El Paso County Colorado

Said Tract of Land containing 586215 SF or 13.51 Acres more or less

**DEDICATION**

Said owner has caused said tract of land to be surveyed subdivided and replatted into Lots Tracts and Easements for Private Access Drainage Easements and Public Utility Easements as shown on said Replat, which Replat is drawn to a Grand scale, as indicated thereon and necessarily sets forth the boundaries and dimensions of said Tract of Land and the location of said Lots Tracts and Easements which Tract of Land as Replatted to be known as "University Village Filing No. 1: A Replat of Lots 1-26 Lots 28-33 Lots 35-44 and 51-54 of University Village in the City of Colorado Springs El Paso County Colorado." The undersigned does hereby grant unto the City of Colorado Springs (Home Public Easements and Tract 2 (the Dedication Fund) as shown on the Plat, and further restrict the use of all Easements and said Tract 2 to the City of Colorado Springs and/or its assigns provided however that the sole right and authority in release or "Quit Claim" all or any such Easements shall remain exclusively vested in the City of Colorado Springs All Streets and other Tracts shown on the Replat are hereby dedicated to the Home Owners Association; said Streets are privately owned and maintained. The Streets shown herein are dedicated for use as Private Access and Utility and Drainage Easements.

**IN WITNESS WHEREOF,**

The Undersigned have executed these presents this 17th day of September 2002 at Colorado Springs, CO

UNIVERSITY VILLAGE GROUP LLC.  
 BY Scott R. McNeill  
 TITLE President

**NOTARIAL**

STATE OF COLORADO  
 COUNTY OF EL PASO  
 The foregoing instrument was acknowledged before me this 17th day of September 2002 at Colorado Springs, CO by Scott R. McNeill President of University Village Group LLC.  
 My Commission expires 7-18-05  
 Address 102 W. GARFIELD  
Colorado Springs, CO  
 Notary Public  
 [Notary Seal]

**NOTICE IS HEREBY GIVEN**

That the area described in the Replat described herein is subject to the Code of the City of Colorado Springs, 2001, as amended.  
 No building permits shall be issued for building other within this Plat until all required fees have been paid and all public easements and utility lines have been installed as provided by the City of Colorado Springs, or alternatively until acceptable conditions, including but not limited to, release of certain local restrictive covenants or easements, have been obtained, and the payment of the fees and completion of all required public easements and utility lines have been placed on file with the City of Colorado Springs.

**FILING APPROVALS:**

In behalf of the City of Colorado Springs, the undersigned hereby certifies for the filing the accompanying plat of University Village Filing No. 1.

City Clerk  
Scott R. McNeill Sept 19, 2002  
9/16/02  
9/16/02

**RECORDING:**

STATE OF COLORADO  
 COUNTY OF EL PASO  
 I hereby certify that the instrument was duly recorded in my office at 102 W. Garfield on this 17th day of September 2002.  
 A.B. and is duly recorded at recording number 200202527 of the records of El Paso County Colorado.  
Thomas A. Shultz  
 COUNTY CLERK  
 BY Scott R. McNeill  
 DEPUTY

REC-20  
 SURCHARGE 1

UNIVERSITY VILLAGE FILING NO. 1  
 A REPLAT OF LOTS 1~26, 28~33, 35~44 AND 51~54  
 IN UNIVERSITY VILLAGE  
 IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO  
 SECTION 16, TOWNSHIP 13 SOUTH, RANGE 66 WEST

4M GROUP, INC.  
 102 W. GARFIELD  
 COLORADO SPRINGS, CO 80904  
 (719) 594-1111

J Patrick Kelly El Paso Cty, CO  
10/31/2000 10:36  
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200131935



**DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
UNIVERSITY VILLAGE HOMEOWNERS ASSOCIATION**

UNIVERSITY VILLAGE GROUP, LLC, a Colorado Limited Liability Company, (called "Declarant" in this Declaration), is the primary owner of property legally described as:

INSERT LEGAL DESCRIPTION LOT 4 BERTSHORE PLAZA SUB  
CORO 5PG5

Said property is within El Paso County, State of Colorado. All existing owners evidence their ratification hereof as set forth on the ratifications attached.

Declarant desires to place protective covenants, condition, restrictions, reservations, liens and charges upon the Subdivision to protect the Subdivision's quality residential living environment and also to protect its desirability, attractiveness and value. Consequently, the Subdivision is hereby subject to the following easements, covenants, restrictions and conditions (collectively referred to as "Covenants"), all of which shall run with the Subdivision and shall be binding upon all parties having or acquiring any rights, title or interest in it or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**COVENANTS TO PRESERVE THE RESIDENTIAL  
CHARACTER OF THE SUBDIVISION**

Section 101. Property Uses. All multi-family residential lots and building sites in the Subdivision shall be used exclusively for private residential purposes. No building erected or maintained within the Subdivision shall be used or occupied for any purpose other than residential purposes. No business, profession or other activity conducted for gain shall be carried on or within any Lot or building site, except as provided in Section 107. Each lot shall contain one building, consisting of 1 - 4 single-family residential units.

Section 102. Structures No structure shall be erected within the Subdivision except residential dwellings, which have been approved by the Approving Authority. No structure other than a dwelling may be used for living purposes. No other structure may be placed on any building site except with the permission of Approving Authority. Declarant reserves the right to create 56 buildings consisting of 164 residential units in the Subdivision. All streets are private streets and homeowner is responsible for maintenance. The homeowner shall be responsible for any permanent item limited to sidewalks, curb and gutter, private drainage systems, drainage structures, paved driveways, streets, and any other surface items within the easement that are damaged by the City to repair utilities, as assessments and levies are herein provided.

Section 103. Common Elements. All common elements are open space areas, landscaped areas, sidewalks and private roads. The common elements are owned by the Declarant and an association whose members are the owners of each building for the use and enjoyment of each residence of the Subdivision. There may be other real estate that may be allocated as common elements after all construction is completed.

Section 104. Construction Type. All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or prefabricated structure may be moved onto a lot or building site except as expressly hereinafter provided for temporary buildings. No used materials may be incorporated into structures unless approved by the Approving Authority pursuant to proceeding herein.

Section 105. Storage. No building materials shall be stored on any Lot, except temporarily during continuous construction of a building or its alteration or improvement; in any event, such storage of any particular materials may not exceed one hundred fifty (150) days.

Section 106. Substantial Completion. 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. Construction Completion. The exterior of all buildings or other structures must be completed within nine (9) months 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 the Approving Authority, the Approving Authority will give the owner thereof due notice of such fact, and if construction on such structure is not diligently commenced within thirty (30) days after such notice, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner. Declarant reserves the right to complete any improvement indicated on the plat or plans.

Section 108. Construction of Sales Offices. Temporary buildings for construction or administration purposes or for a sales office may be erected or maintained only by Declarant or with permission of the Approving Authority. Model homes may be used and exhibited only by Declarant or with the permission of the Approving Authority. Temporary buildings permitted for construction or administration purposes or for a sales offices shall be promptly removed when they cease to be used for these purposes.

Section 109. Drilling Structures. No derrick or other structure designed or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of

J. Patrick Kelly	El Paso Cty., CO	200131935
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any Lot, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under any Lot.

Section 110. Easements. 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 those particular easement designated 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. Further, no construction shall occur in said easements, nor shall construction occur in any preservation area.

Section 111. Underground Utilities. All utilities, except lighting standards and customary service devices for meters, transformers, access, control or use of utilities, shall be installed underground.

Section 112. Allocation of Interests. Each building shall have one vote in all matters so reserved and 1/56 interest in the community and common areas. Each building shall be responsible for 1/56 of the costs and expenses of maintenance. In the event that any building is condominiumized, the owners of the separate units therein shall have one cumulative vote, to be cast as their own properly formed association may determine.

## ARTICLE II

### DENSITY, SETBACK AND QUALITY STANDARDS

Section 201. Resubdivision. No more than one building containing a maximum of four dwelling units, and four private garages for not more than two automobiles each, shall be erected or maintained within any Lot.

Section 202. Setback Areas. Except with approval of the Approving Authority, no building, porch, eave overhang, projection or other part of a building shall be located closer to Lot Lines than permitted by applicable zoning ordinances and the recorded plat of the Subdivision. The Approving Authority's approval may be (but need not be) given for (a) fireplace projections integral with the building, (b) eaves and overhangs; and (c) construction which extends less than five feet into the setback area and which the Approving Authority determines to have only minor impact, to be minor in nature and to be consistent with the Lot's shape, topography and in the interest of superior design. All construction must also conform to the building codes, zoning codes and subdivision regulations of the City, which regulations may vary from the provisions of this Declaration.

Section 203. Dwelling Area Requirements. No dwelling shall be constructed such that: as to multi-floor units, the ground floor area of the main structure exclusive of

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basements, walkout levels, open porches and garages, is less than 500 square feet, and 1000 square feet for all floors, exclusive of basements, walkout levels, open porches, and garages. No detached structures shall be allowed; except that diversion dams, collectors, and drainage channels or swales may be required by the Approving Authority or applicable public agencies.

**Section 204. Height Restriction.** No dwelling or other structure shall exceed thirty-five (35) feet in height or be more than two stories high. Height shall be measured from the highest finish grade contour at any point adjoining the foundation perimeter of the structure to the highest point on the structure exclusive of standard chimneys. Finished grade contour shall mean the ground contour established by Declarant during development of the Lots and existing immediately prior to commencement of construction of any dwelling or other structure, or such other finished grade as may be approved by the Approving Authority.

**Section 205. Roofs.** All roof areas shall be of wood shakes, tile, or laminated dimensional shingles with a high definition ridge. Other roofing materials may also be used, but only if approved by the Approving Authority.

**Section 206. Antennas.** No aerial, antenna, satellite dish or other device for reception or transmission of radio or television or other electronic signals shall be maintained on the roof of any building, nor shall they be maintained at any other exterior location. If any such aerial, antenna, satellite dish or other device is installed without the approval of the Approving Authority, Declarant and/or the Approving Authority shall have the right, but not the obligation, to enter the Lot in question and remove the aerial, antenna, satellite dish or other device. Declarant and the Approving Authority shall not be liable for any losses, costs, or damages to any Owner of the Lot on account of such removal of the offending device, except for any such loss, cost or damage caused by Declarant's or the Approving Authority's gross negligence or willful misconduct. Declarant and the Approving Authority may delegate their entry and removal rights hereunder to agents and independent contractors. In the event Declarant or the Approving Authority elects to remove a device pursuant to this section, Declarant or the Approving Authority will submit to the Owner of the Lot from which the device was removed, a written statement of the costs incurred by Declarant or the Approving Authority in removing the device. These costs shall be paid to Declarant or the Approving Authority within twenty days after receipt of such notice. If the cost of Declarant or the Approving Authority have not been paid after expiration of the twenty-day period, Declarant or the Approving Authority may thereafter record a lien against the Lot involved for all costs (including reasonable attorneys' fees) incurred by Declarant or the Approving Authority in removing the device and in collecting such costs and foreclosing upon the lien, which lien shall be junior to all other liens or encumbrances of record with respect to the Lot on the date this lien is recorded. This lien may thereafter be foreclosed upon in the manner provided by Colorado law for foreclosing upon real estate mortgages. This lien shall provide that all sums expended by Declarant or the Approving Authority in

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foreclosing the lien and collecting the amount due Declarant or the Approving Authority (including reasonable attorneys' fees) shall be additional indebtedness secured by the lien.

**Section 207. Owner Maintenance.** Each Owner shall maintain the exterior of the dwelling, any accessory building and all other structures in good condition and assist in keeping lawns, landscaping, walks and driveway in clean and passable condition. Exterior building surfaces and trim shall be repainted, scaled or stained periodically and before the surfacing becomes weather beaten or worn off.

**Section 208. Association Maintenance** UNIVERSITY VILLAGE HOMEOWNERS ASSOCIATION ("HOA") shall maintain all common area, landscaping, walks and roadways, and shall cause dead or diseased landscaping to be promptly replaced, and shall cause such other items to be repaired or replaced as the effects of damage or deterioration become apparent. The HOA is vested with the right and responsibility to assess maintenance fees in a reasonable amount, to collect said fees by civil action and or assessment lien, and to recover all costs, expert, and attorney fees in the collection thereof.

**Section 209. Rebuilding or Restoration.** Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a sightly condition by its Owner(s), such rebuilding or restoration to be completed with reasonable promptness and in any event within six months from the time the damage occurred.

**Section 210. Fences.** No fences may be constructed without the approval of the Approving Authority.

**Section 211. Chimneys.** All fireplaces and chimneys or other devices for open flames will be equipped with a spark-arresting screen or other similar device acceptable to the Approving Authority.

**Section 212. Exteriors.** All exterior colors must be approved by the Approving Authority. Each front of dwelling must be faced as least twenty percent with one or more of the following materials: brick, stone, stucco, cultured stone, or cedar, or as approved by the Approving Authority. No structure shall contain exterior solar units or panels.

**Section 213. Driveways.** All drives, driveways and walks for vehicular or pedestrian ingress and egress shall be constructed of concrete.

**Section 214. Mailboxes.** Mailboxes will be of a design approved by the Approving Authority in accordance with design specifications established by the Approving Authority and located on the common boundary line between housing units or as designated by the Approving Authority or as otherwise hereafter specified by the U.S. Postal Service or Approving Authority.

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## ARTICLE III

### LIVING ENVIRONMENT STANDARDS

Section 301. Building and Grounds Conditions. Each Owner shall prevent the development of any unclean, unsightly or unkempt conditions or building or grounds on his Lot, which tends to substantially decrease the beauty of the neighborhood as a whole or in the specific area.

Section 302. Garages. Garage doors shall be kept closed, except when being used, to permit ingress or egress to or from the garage. Tenants or owners are required to use garages for parking.

Section 303. Maintenance Equipment. 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 304. Clotheslines. All outdoor clothes poles, clotheslines or other facilities for drying or airing of clothing or household goods are prohibited.

Section 305. Refuse No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefore, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collections. Tenants or owners are required to use waste management for trash service.

Section 306. Nuisances. 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 any Lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living units.

Section 307. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any structure or within any building site

Section 308. Landscaping. Within six (6) months after closing or within any extension of that period granted by the Approving Authority, all yards and open spaces shall be landscaped according to a landscaping plan previously approved by the Approving Authority.

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**Section 309. Weeds, Pests, Plant Diseases** All yards and open spaces and the entire area of every Lot, except Preservation Areas, on which no building has been constructed, shall be maintained by the HOA and kept from plants or weeds infected with noxious insects or plant diseases and from weeds which in the reasonable opinion of the Approving Authority, 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 reasonable opinion of the Approving Authority causes undue danger of fire

**Section 310. Mowing and Pruning.** In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owner of any Lot upon which a building has not been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot. Declarant has the right (but not the duty) to, at its expense, enter any Lot and perform this work after due notice to the Owner Declarant or Approving Authority is to be reimbursed for such expense, including collection expenses and reasonable attorney fees.

**Section 311. Grading Patterns** No material change may be made in the ground level, slope, and pitch or drainage patterns of any Lot as fixed by the original finish grading, unless approved by the Approving Authority. 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 312. Animals.** No animals except domesticated birds or fish and other small domestic animals permanently confined, and in any event no more than an aggregate of two domesticated dogs or cats shall be maintained in any unit (not to be permitted outdoors) within the Subdivision and then only if kept as pets. No animal of any kind shall be permitted which in the opinion of the Approving Authority 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 313. Trailers, Campers, Etc.** 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 pickup trucks solely for the private use of the residents of a dwelling, shall be parked overnight on any street or within any Lot or building site except in a completely enclosed structure. If any such vehicle is not removed from the Subdivision or placed in a completely enclosed structure, within three days after notice is delivered to Owner of the Lot on or adjacent to which the offending vehicle is parked, then and/or the Approving Authority shall have the right, but not the obligation to enter the Lot in question, remove or cause to be towed the offending vehicle, and store such vehicle. A residential unit can have an RV, boat or such parked temporarily for packing, loading, etc., for a period not to exceed 72 hours The HOA and the Approving Authority shall not be liable from any losses, costs or damages to any Owner of the Lot or the owner of the vehicle on account of

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such removal of the offending vehicle, except for any such loss, cost or damage caused by the HOA's or the Approving Authority's gross negligence or willful misconduct. The HOA and the Approving Authority may delegate their entry and removal rights hereunder to agents and the independent contractors. In the event the HOA or the Approving Authority elects to remove a vehicle pursuant to this section, the HOA or the Approving Authority will submit to the Owner of the Lot from which the vehicle was removed or adjacent to the place on a public street from which the vehicle was removed, or in the case of where the owner of the vehicle owns a different Lot, then to the Owner of the vehicle, a written statement of the costs incurred by the HOA or the Approving Authority in removing the vehicle. These costs shall be paid to the HOA or the Approving Authority within twenty (20) days after receipt of such notice. If the costs of the HOA or the Approving Authority have not been paid after expiration of this twenty (20) day period, the HOA or the Approving Authority may thereafter record a lien against the Lot involved for all costs (including reasonable attorneys' fees) incurred by the HOA or the Approving Authority in removing and storing the vehicle and in collecting such costs and foreclosing upon the lien, which lien shall be junior to all other liens or encumbrances of record with respect to the Lot on the date this lien is recorded. This lien may thereafter be foreclosed upon in the manner provided by Colorado law for foreclosing upon real estate mortgages. This lien shall provide that all sums expended by the HOA or the Approving Authority in foreclosing the lien and collecting the amount due the HOA or the Approving Authority (including reasonable attorneys' fees) shall be additional indebtedness secured by the lien.

Section 314. Junk Cars No stripped down, partially wrecked or junk motor vehicle or part thereof, shall be permitted to be parked on any street or on any Lot.

Section 315. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be canled on within the Subdivision except within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property.

Section 316. Signs The only signs permitted on any Lot or structure shall be:

- (a) one sign of customary size for offering of the signed property for sale or for rent; Declarant excepted.
- (b) one sign of customary size for identification of the occupant and address of any dwelling;
- (c) multiple signs for information, sale, administration and directional purposes installed by, or with the permission of Declarant during development and sales of Lots and/or buildings and project identification signs installed by Declarant;
- (d) signs as may be necessary to advise of rules and regulations or to

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caution or warn of danger;

(e) such signs as may be required by law; and

(f) signs approved by the Approving Authority. Except for permitted signs, there shall not be used or displayed on any Lot or structure any signs or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental unless approval thereof is granted by the Approving Authority. All permitted signs must be professionally painted, lettered and constructed.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 401. Building Approval. No structure shall be commenced, erected, placed, moved onto a Lot, permitted to remain on any Lot or altered in any way, except in accordance with plans, specification and other information submitted to the Approving Authority and approved by the Approving Authority no more than one year before start of construction, alteration of installation. Matters which require the approval of the Approval Authority include but are not limited to: the exterior appearance, material, color, height and location of each structure, covering, drive, walk and fence, and grading of site. In granting or withholding approval, the Approval Authority shall consider among other things: covenant restrictions, the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relation of the structure of covering to the environment and to surrounding uses, the degree to which the proposed site preserves existing natural vegetation, the degree, if any, to which the proposed structure or covering will cause intrusions of sound, light or other effect on neighboring sites beyond those reasonably to be expected in quality urban residential area from considerate neighbors.

Section 402. Plans Submissions. All plans, samples and other materials to be submitted to the Approving Authority shall be submitted in duplicate. The minimum scale of these plans shall be one-twentieth inch equals one foot. The plot plan in this 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 be shown. Structure plans 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 approval is being sought for construction of a dwelling, the plans shall include a landscaping plan for the Lot

Section 403. Approval Process. All action required or permitted to be taken by the Approving Authority shall be in writing and any such written statement shall establish the action of the Approving Authority and shall protect any person relying on the statement. In the event the Approving Authority fails to respond to the Plans Submission within thirty (30)

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days the Owner shall have served on at least two (2) members of the Approving Authority a second request. If the Approving Authority does not then execute and acknowledge such a statement within ten (10) days after the second request, the materials so delivered shall be deemed approved for the purposes of these Covenants. The Approving Authority may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to this Declaration, exclusive of reimbursement to the members of the Approving Authority for their services. The Approving Authority shall be entitled to retain one copy of all approved plans as part of its files and record

Section 404. Variances. The Approving Authority shall have the authority to grant for a Lot or building site a variance from the terms of one or more of Sections 106, 110, 202, 203, 204, 209 and 211, subject to terms and conditions which may be fixed by the Approving Authority and 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:

(a) The Approving Authority shall, within thirty (30) days after the request for the variance was delivered, determine whether to grant or deny the variance. If the Approving Authority fails to act on the request for a variance within this thirty-day period, the Owner shall have served on at least two (2) members of the Approving Authority, a second request. If the Approval Authority does not grant or deny the variance within ten (10) days after the second request, the variance will be deemed granted

(b) A variance granted hereunder shall run with the Lot or building site for which granted.

(c) a variance shall not be granted unless the Approving Authority 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 section 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;

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(v) the variance will not weaken the general purposes of these Covenants;

(vi) 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.

(d) If the Approving Authority denies the request for a variance, the applicant may request a meeting of the Owners be held to reconsider the denial. In this case, the Approving Authority shall call a meeting of Owners of Lots in the Subdivision, to be held at the Approving Authority's principal office, notice of which meeting shall be given to the Owners at least ten days in advance, at which meeting all Owners shall have an opportunity to appear and express their views. Whether or not anyone appears at the meeting in support of or in opposition to the application for variance, the Approving Authority shall within one week after the meeting either grant or confirm its denial of the variance. The decision to grant or deny the variance shall always rest with the Approving Authority.

(e) If a variance is denied, another application for a substantially similar variance for the same Lot or building site may not be made for a period of one year after submittal of the original request.

#### ARTICLE V

#### APPROVING AUTHORITY

Section 501. Composition of the Approving Authority. The Approving Authority shall consist of three individuals. The initial Approving Authority shall be:

- (1) Paul J. Howard  
2103 Payton Circle  
Colorado Springs, CO 80915
- (2) Scott Hente  
2270 Cape Pine Way  
Colorado Springs, CO 80919
- (3) Robert E. Ormston  
2270 Cape Pine Way  
Colorado Springs, CO 80919

The Declarant reserves the right, until all lots have been sold and closed, but in no event later than July 31, 2003, to appoint all members of the Approving Authority. Thereafter, the

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Owners of Lots within the Subdivision may, by majority vote (one vote per lot), change the membership of the Approving Authority, so long as the members of the Approving Authority so appointed are all Owners of Lots within the Subdivision. Whenever a member shall be deceased or unwilling or unqualified to act, the remaining members of the Approving Authority shall appoint an Owner of a Lot within the Subdivision as a member of the Approving Authority so as to fill the existing vacancies. Any residents appointed to the Approving Authority by Declarant, following the initial panel as stated above, may be removed and replaced by the record Owners of a majority of Lots in the Subdivision. Any appointment, removal or replacement of residents as members of the Approving Authority shall be written instrument signed and acknowledged by Declarant or other person or persons above authorized to make appointment, removal or replacement and filed for record with the Clerk and Recorder of the County of El Paso, State of Colorado.

Section 502. Delivery of Items. Any item required or permitted to be delivered to the Approving Authority shall be deemed properly delivered when actually received by the Approving Authority at such address as it may from time to time designate.

Section 503. Liability. Members of the Approving Authority 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.

**ARTICLE VI**

**RESERVATION OF DECLARANT**

Section 601. Real Estate. The Declarant reserves the right to add real estate to the existing subdivision

Section 602. Creation of Units. Declarant reserves the right to create more units, common elements or limited common elements as it deems necessary and appropriate.

Section 603. Subdivision. Declarant reserves the right to subdivide any lot, building or unit, and to convert any lot, building or unit into common elements as it deems necessary and appropriate.

Section 604. Withdraw Real Estate. Declarant reserves the right to withdraw any real estate from the common interest community as it deems necessary and appropriate.

Section 605. Merger. It shall be the right of Declarant to merge or consolidate this project with another common interest community of the same form of ownership.

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Section 606. Association Fees. Declarant, the HOA and any subsequent association reserve the right to assess reasonable fees for the cost of maintenance and improvements of all common areas

ARTICLE VII

GENERAL PROVISIONS FOR EFFECT OF THE COVENANTS

Section 701. Definitions. The following words and expressions used in these Covenants have the meanings indicated below unless the context clearly requires another meaning:

(a) Approving Authority. The architectural review board established pursuant to Section 501 of these Covenants

(b) Building Site. A Lot as established by recorded plat or the combination of two or more Lots or portions thereof as approved by Declarant and aggregating not less than 2,000 square feet.

(c) City. The City of Colorado Springs

(d) These Covenants. This Declaration and the provisions contained in it.

(e) Lot. Each area designated as a Lot in any recorded plat of the Subdivision.

(f) Lot Lines. Front, side and rear Lot Lines shall be the same as defined in the zoning regulations of the City in effect from time to time. In the absence of such a definition, a front Lot Line is each boundary line (whether one or more) between the Lot and any public street. A side Lot Line is any boundary line, which meets and forms an angle with a public street except that for a corner Lot with two front Lot Lines, the side Lot Line is the boundary, which forms an angle with the street which affords the principal access to the Lot.

(g) Owner. Person having fee simple legal title to a building and 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 a properly formed association. A vote of Owners shall be determined on the basis of one vote for each building.

(h) 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, tent, covering, antenna, mailbox, solar collector or outdoor lighting. Structure shall also mean an

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excavation or fill the volume of which exceeds five 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 streams, wash or drainage channel upon or across any Lot.

(i) The Subdivision. The area described in Attachment A hereto and any property added subsequently by Declarant.

(j) 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.

(k) 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.

(l) Due Notice Due notice means written notice delivered in accordance with the requirements of these Covenants at least ten days prior to the action required by the notice.

Section 702. Conformance with Colorado Statutes. The Development, HOA, this Declaration, and the Bylaws of the HOA shall be subject to, governed by, and comply with C.R.S. Sections 38-33.3-101 et seq., and Declarant hereby further incorporates by reference herein specifically C.R.S. Sections 38-33 3-306 through 310, inclusive, and 315, as if fully set forth.

Section 703. Captions. 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.

Section 704. Approving Authority Resolves Questions of Construction. If any doubt or questions shall arise concerning the true intent or meaning of any of these Covenants, the Approving Authority shall determine the proper construction of the provision in question, and shall set forth in written instrument duly acknowledged by the Approving Authority and filed for record with the Clerk and Recorder of El Paso County, the meaning, effect and application of the provision. This definition will thereafter be binding on all parties so long as it is not arbitrary or capricious. Matters of interpretation involving Declarant shall not be subject to this Section 704.

Section 705 Covenants Run With the Land. 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 interests in any Lot in the Subdivision.

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Section 706. Covenants are Cumulative. 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 restriction. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

Section 707. Waivers. 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 plead as a defense in any civil action to enforce these Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

Section 708. Enforcement. These Covenants are for the benefit of the Owners, jointly and severally, and the Approving Authority 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, or the Approving Authority, or any combination of these. Until December 31, 2003, or when Declarant owns no property within the Subdivision, whichever is sooner, Declarant may also enforce these Covenants in any of the manners permitted above. All costs, including reasonable attorneys' and expert witness' fees, incurred by the Approving Authority in connection with any successful enforcement proceeding initiated by them (alone or in combination with Owners) or, during the period it is permitted to enforce these Covenants, incurred by Declarant, shall be paid by the party determined to have violated these Covenants. Any party exercising its right to enforce these Covenants shall not be required to post any bond as a condition to the granting of any restraining order, temporary or permanent injunction or other order. The rights and remedies for enforcement of these Covenants shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any of the others.

Section 709. Duration of Restrictions. Unless sooner terminated as provided in Section 711, the restrictions and other provisions set forth in these Covenants shall remain in force until December 31, 2030, and shall be automatically renewed for successive periods of ten (10) years unless before December 31, 2030, or before the end of any ten (10) year extension, there is filed for record with the Clerk and Recorder of El Paso County an instrument stating that extension is not desired, signed and acknowledged by a three-fourths vote of Owners of the Lots in the Subdivision.

Section 710. Amendment and Extension. From time to time any one section of these Covenants (except Sections 109 and 717) may be amended or a new section may be added

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to these Covenants by an instrument signed and acknowledged by the holders of at least three-fourths of the votes of Owners of Lots or Declarant and filed for record with the Clerk and Recorder of El Paso County, so long as the said Amendment or new Section does not materially alter the rights of non-signatory property owners.

**Section 711. Termination.** All sections of these Covenants (except Sections 109 and 717) may be terminated at any time, and from time to time any two or more sections of these Covenants (except Sections 109 and 717) 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 of votes of Owners of Lots and filed for record with the Clerk and Recorder of El Paso County

**Section 712. Partial Amendments.** These Covenants (except Section 109 and 717) may be amended for only a portion of the Subdivision by a written instrument executed by Declarant and one hundred percent of then Owners of such portion of the Subdivision if:

- (a) the portion of the Subdivision affected by such amendment contains at least fifteen contiguous Lots;
- (b) no improvements have been erected on any such Lots, and
- (c) Declarant reasonably determines that the amendments will not materially adversely affect the general living environment contemplated by those Covenants for the remaining Lots.

**Section 713. Severability.** If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall not be affected or impaired but shall remain in full force and effect

**Section 714. Action in Writing.** Notices, approval, consents, 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.

**Section 715. Notices.** Any writing described in Section 714, including but not limited to any communication from the Approving Authority to an Owner, shall be sufficiently served if delivered by mail or otherwise to the address furnished by the Owner to the Approving Authority and if the Owner has not furnished an address, then to the most recent address of which the Approving Authority has a record

**Section 716. VA/FHA Approvals.** Declarant reserves the right to amend this Declaration as may be required in order to obtain VA or FHA approval of the Subdivision

**Section 717. Mediation/Arbitration Requirements.** Any dispute arising as to compliance with or interpretation of these declarations, the HOA Bylaws, Rules &

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Regulations of the HOA, and any other matters in dispute between Owners, the HOA, the Declarant (or successor) or any other parties subject thereto (including Approving Authority decisions, rights and responsibilities), shall require that the parties in dispute shall first proceed to good faith mediation before a mutually acceptable mediator, and in the event such mediation does not result in agreement, then the parties shall submit the matter to binding arbitration under the rules of, and arbitrated by, the American Arbitration Association.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 31st day of October, 2000.

DECLARANT:

UNIVERSITY VILLAGE GROUP, LLC,  
a Colorado Limited Liability Company

By: Paul J. Howard MANAGER  
(Name) (Title)

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

The foregoing instrument was acknowledged before me this 31st day of October, 2000 by Paul J. Howard as MANAGER of UNIVERSITY VILLAGE GROUP, LLC, a Colorado Limited Liability Company, Declarant.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 6-18-01

Jessie R. Stamba  
Notary Public



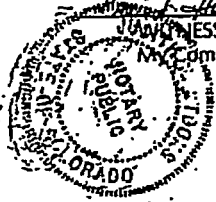
PROPERTY OWNER:

[Signature]

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

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The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2000 by F. Adams as Property Owner.



WITNESS MY HAND AND OFFICIAL SEAL.  
 My Commission Expires: 6-18-01

*[Signature]*  
 Notary Public

PROPERTY OWNER:

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000 by \_\_\_\_\_, Property Owner.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

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