

ROBERT C. "BOB" BALINK
11/30/2006 10:21:58 AM
Doc \$0.00 Page
Rec \$411.00 1 of 82

El Paso County, CO



206173859

AMENDED AND RESTATED COVENANTS OF THE COUNT POURTALES SUBDIVISION

TABLE OF CONTENTS

ARTICLE	HEADING	PAGE NO.
	Recitals	1
1	Definitions	2
	1.1 Annual Assessment	2
	1.2 Architectural Review Committee	2
	1.3 Association	2
	1.4 Bylaws	2
	1.5 Board of Directors	2
	1.6 Certificate of Incorporation	2
	1.7 Common Expense Liability	2
	1.8 Count Pourtales Addition	2
	1.9 Count Pourtales Association	2
	1.10 Covenants	2
	1.11 Dwelling	3
	1.12 Governance Policies	3
	1.13 Home Site	3
	1.14 Lot	3
	1.15 Owner	3
	1.16 Property Line	3
	1.17 Reserved Tract	3
	1.18 Special Assessment	3
	1.19 Structure	3
2	Restrictions on Use	3
3	Restrictions on Subdivision and Consolidation	4
4	Specific Setback Requirements for Specific Lots	5
5	Architectural Review	8
	5.1 Approval is Required	8
	5.2 Plans Submissions	8
	5.3 Approval Process	8
	5.4 No Liability	9
6	Temporary Structures	9
7	Height Restriction	10
8	Reconstruction of Damaged Structures	10
9	Density Restriction	10
10	Abandonment of Construction	10
11	Restrictions on Keeping Animals	11

ARTICLE	HEADING	PAGE NO.
12	Restriction on Signage	11
13	Maintenance Obligations	11
14	Utilities Easements	12
15	Binding Effect	13
16	Association's Authority to Enforce Covenants and Restrictions; Assess Fees for Operations	13
17	Interpretation of Covenants	14
18	Right to Cure; Notice of Non-Compliance; Remedies for Continuing Violation	14
19	Severability	15
20	Term of Covenants	15
21	Covenants Running with the Land; Further Legal Remedies	15
22	Association Resolves Question of Construction	16
23	All Actions in Writing	16
24	Notices	16
25	Resolution of Disputes	16
26	Additional Provisions	17
	26.1 Governing Law	17
	26.2 Article Headings	17
	26.3 Enforcement; Non-Waiver	17
	26.4 Nonapplicability of the CCIOA	17

SIGNATURE PAGE

EXHIBITS

- A Property Included in Count Pourtales Addition
- B Plan Submittal Application for Count Pourtales
Association
- C Architectural Review Process
- D Owner's Approval: Signatures of Members of
the Count Pourtales Addition

AMENDED AND RESTATED COVENANTS OF THE COUNT POURTALES SUBDIVISION

RECITALS:

Whereas, the undersigned are the Owners of more than half of the total area of a certain tract of land in the County of El Paso, Colorado, known as "Count Pourtales Addition" to Broadmoor, Colorado (exclusive of streets, parks and open spaces), the plat of which was filed for record in the office of the County Clerk and Recorder of said County on the 21st day of July 1926, as instrument Numbered 407456 and recorded in Book Lettered P of Plats on Pages 40 and 41 thereof; and whereas the undersigned desire to subject all property lying in "Count Pourtales Addition" as shown on Exhibit A hereto and by reference made a part hereof, to certain protective restrictions, conditions, covenants and charges, as hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished, and that the health, comfort, safety, convenience, and general welfare of the Owners and occupants may be promoted and safeguarded; thereby amending and restating as amended those Covenants for such subdivision dated July 21, 1926 and recorded July 21, 1926 in Book 692, beginning at Page 441 of the records of the Clerk and Recorder of El Paso County, Colorado and as Amended and Restated on December 31, 1986, and recorded at Book 5294, beginning at page 507; and

WHEREAS, the aforesaid Owners and the Count Pourtales Association desire to further amend and restate the Covenants, and do hereby approve and adopt these Amended and Restated Covenants as of the date on which these Covenants are recorded in the real property records of the Clerk and Recorder of El Paso County, Colorado.

Now therefore, know all men by these presents, that the undersigned hereby certify and declare that they have established, and hereby do establish a general plan for development, improvement, maintenance, and protection of said property, and have established, and hereby do establish the protective restrictions, conditions, covenants and charges hereinafter called "Restrictions" upon and subject to which all Lots, tracts and parcels of land in said plat shall be held or sold or conveyed, each and all of which is and are for the benefit of said property and of each Owner of land therein, and shall inure to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of every Owner of land in said plat, and which Restrictions are and each thereof is imposed upon said realty as servitude in favor of said property and each and every Lot, tract and parcel of land therein, as the dominant tenement or tenements as follows, to wit:

ARTICLE 1 DEFINITIONS

1. Unless otherwise expressly provided in these Covenants, the following words and phrases, whenever used in these Covenants, shall have the meanings specified in this Article 1. Also, unless the context requires a contrary construction, as used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

1.1 Annual Assessment. "Annual Assessment" shall mean the annual fee assessed to Owners of each Home Site by the Association, pursuant to Article 16 herein and the Bylaws of the Association, to provide an appropriate reserve fund and to cover the routine and ongoing costs necessary to carry out the duties and achieve the purposes of the Association.

1.2 Architectural Review Committee. "Architectural Review Committee" (ARC) shall mean the committee established by the Association's Board of Directors to oversee the process of Architectural Review established and described by Article 5 of these Covenants.

1.3 Association. "Association" shall mean the Count Pourtales Association, its successors and assigns.

1.4 Bylaws. "Bylaws" shall mean the Bylaws of the Count Pourtales Association adopted by the Board of Directors as provided for under the Certificate of Incorporation of the Association for the regulation and management of the Association, including any amendments to said instrument.

1.5 Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Count Pourtales Association as established by the Association's Certificate of Incorporation and Bylaws thereof.

1.6 Certificate of Incorporation. "Certificate of Incorporation" shall mean the Certificate of Incorporation of the Count Pourtales Association executed on 27 September 1954, including any amendments thereafter adopted by the Association.

1.7 Common Expense Liability. "Common Expense Liability" shall mean that amount of the Annual Assessment fee payable by each Home Site Owner exclusive of each Owner's share of insurance fees paid by the Association.

1.8 Count Pourtales Addition. "Count Pourtales Addition" shall mean the area of real property in El Paso County, Colorado described on the plat attached hereto as Exhibit A.

1.9 Count Pourtales Association. "Count Pourtales Association", a Colorado not for profit corporation, shall mean Owners of real property in the Count Pourtales Addition.

1.10 Covenants. "Covenants" shall mean the amended and restated covenants of the Count Pourtales Subdivision.

1.11 Dwelling. "Dwelling" shall mean a Structure consisting of a single family detached home located within the Count Pourtales Addition and intended or used for residential occupancy.

1.12 Governance Policies. "Governance Policies" shall mean the policies, procedures and operating rules and guidelines adopted by the Board of Directors to ensure the responsible governance of the Count Pourtales Association.

1.13 Home Site. "Home Site" shall mean the entirety of a parcel of land within the Count Pourtales Addition that is held with identical ownership interests and includes a Lot or a portion of one or more contiguous Lots that were not designated as a Reserved Tract.

1.14 Lot. "Lot" shall mean an area of land subject to these Covenants which is shown as an individual Lot on Exhibit A, the General Plan for Count Pourtales Addition to Broadmoor.

1.15 Owner. "Owner" shall mean the record title holder, whether one or more persons, of fee simple title to any real property located within the Count Pourtales Addition.

1.16 Property Line. "Property Line" shall mean the exterior property boundary of any Home Site.

1.17 Reserved Tract. "Reserved Tract" shall include, individually or collectively, any of the Lots conveyed to the Count Pourtales Association by deed dated 6 July 1956 and specifically designated on Exhibit A as Lots A, B, C, D, E, F, G, H, L and M.

1.18 Special Assessment. "Special Assessment" shall mean any non-recurring fee assessed to Owners by the Association, pursuant to Article 16 herein and the Bylaws of the Association, to provide funds for extraordinary and/or unplanned expenses that may be incurred and are necessary to carry out the duties and achieve the purposes of the Association.

1.19 Structure. "Structure" shall mean anything constructed or erected that is permanently located on the ground, including by way of illustration and not limitation, any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, tennis court, fence, wall, antenna, satellite dish or outdoor lighting. For the purpose of this definition public utilities and equipment for services such as cable TV shall not be deemed to be Structures.

ARTICLE 2 RESTRICTIONS ON USE

2.1 Except as provided otherwise herein, a Home Site shall be used for private residence purposes only. No building shall be erected, maintained or permitted upon any Home Site consisting of less than two or more complete and contiguous Lots in said plat, except one single, detached, private Dwelling for the sole use of the Owner or occupant thereof, and except garages and other structures herein expressly permitted.

2.2 No such Dwelling shall ever be used except as the private residence of one family.

2.3 There shall be permitted to be erected and maintained on any Home Site a private garage, studio, stable, staff quarters, garden house, pool house, pergola and conservatory appurtenant to the Dwelling thereon and for the sole and exclusive use of the Owner or tenant of such Dwelling or their relatives by blood or by marriage. If any such auxiliary structures shall be erected, they shall meet all submittal, designs, setback, height and other restrictions set forth in these Covenants. Low profile structures such as a doghouse, play house or a tool house may be exempted from the setback rules at the discretion of the Architectural Review Committee.

2.4 The outside parking of motor homes, campers, oversized vehicles and equipment, tractors, trailers, boats or other similar items is restricted, and such vehicles shall not be parked or stored outside on the property so as to be visible from any street or neighboring property for more than a two-week period in any year; provided that this restriction shall not apply to the parking of an emergency vehicle which meets the specific conditions set forth in the Colorado Common Interest Ownership Act, or other applicable Colorado law. No stripped-down, wrecked, or inoperable motor vehicle, or part thereof, shall be parked on any street or on any Home Site.

2.5 No Structures of any sort shall be allowed on any Reserved Tract within the Count Pourtales Addition.

2.6 Except for recreational use not requiring ingress to the property from within the Count Pourtales Subdivision that shall be permitted for specified portions of Block 8, Lots 1 and N, there shall never at any time be permitted, maintained, or carried on upon said property or any part thereof any trade, business or industry. For clarification, this restriction shall not preclude the use of a portion of a Residence or other suitable Structure as a home office, provided that such use does not result in a significant increase of traffic to the Home Site.

ARTICLE 3 RESTRICTIONS ON SUBDIVISION AND CONSOLIDATION

3.1 No Home Site comprised of a single Lot or less than two contiguous Lots may be subdivided. An existing Home Site consisting of two or more contiguous Lots may be subdivided provided that:

(a) The number of new Home Sites thus created will be no greater than the number of individual Lots that comprised the existing Home Site prior to such subdivision; and

(b) Such subdivision shall not create any new Home Site that is either less than one complete Lot or less in size than 1.0 acres; and

(c) All existing Structures located on a Home Site created by such subdivision shall comply with the setback requirements of these Covenants that are applicable to the newly created Home Site; and

(d) Any such subdivision shall require the prior written approval of the Board of Directors if such subdivision creates any new Home Site consisting of less than one or more complete Lots or otherwise requires replatting of the property.

3.2 In the event two or more contiguous existing Home Sites shall come into common ownership, said existing Home Sites shall not hereafter be treated as single larger Home Site for the purposes of these Covenants. As further clarification, said Home Sites shall continue to be assessed each as individual Home Sites, and all setback requirements and other restrictions contained in these Covenants shall continue to be applied independently to each original Home Site as existed prior to coming into common ownership.

ARTICLE 4 SPECIFIC SETBACK REQUIREMENTS FOR SPECIFIC LOTS

4. Upon the land embraced in Exhibit A, no Structure, Dwelling, porch, eave, overhang projection, or any part thereof, other than fences, perimeter walls, driveways, an open terrace or steps or the usual cornices and architectural details, shall be approved under Article 5 herein for construction nearer to any Property Line constituting the respective rear, front or side boundary of any Home Site as is enumerated below:

IN BLOCK 1:

Lot 1 not less than 60 feet from Mirada Road and not less than 50 feet from Cheyenne Mountain Boulevard.

Lots 2 and 3 not less than 60 feet from Mirada Road and not less than 50 feet from Lot C.

Lots 4 to 9 inclusive not less than 60 feet from Mirada Road.

Lot 10 not less than 50 feet from West Gate.

Lots 11 to 15 inclusive not less than 40 feet from Cheyenne Mountain Boulevard.

Lot 16 not less than 40 feet from Cheyenne Mountain Boulevard and not less than 50 feet from Lot C.

Lot 17 not less than 50 feet from Cheyenne Mountain Boulevard and not less than 50 feet from Lot C.

Lot 18 not less than 50 feet from Cheyenne Mountain Boulevard.

IN BLOCK 2:

Lot 1 not less than 30 feet from Pourtales Road and 50 feet from West Gate.

Lots 2 to 5 inclusive not less than 30 feet from Pourtales Road.

Lot 6 not less than 30 feet from Pourtales Road and not less than 40 feet from North Gate.

Lots 7, 8 and 9 not less than 40 feet from North Gate and Cheyenne Mountain Boulevard.

Lot 10 not less than 50 feet from West Gate and Cheyenne Mountain Boulevard.

IN BLOCK 3:

Lot 1 not less than 30 feet from Pourtales Road and not less than 40 feet from North Gate.

Lots 2 and 3 not less than 30 feet from Pourtales Road.

Lot 4 not less than 30 feet from Pourtales Road and not less than 50 feet from Cheyenne Mountain Boulevard.

Lots 5, 6, and 7 not less than 50 feet from Cheyenne Mountain Boulevard.

Lot 8 not less than 50 feet from Cheyenne Mountain Boulevard and not less than 40 feet from North Gate.

IN BLOCK 4:

Lot 1 not less than 40 feet from Cheyenne Mountain Boulevard and not less than 40 feet from North Gate.

Lots 2 to 6 inclusive not less than 40 feet from Cheyenne Mountain Boulevard.

Lot 7 not less than 40 feet from Cheyenne Mountain Boulevard and not less than 40 feet from North Gate.

Lots 8 to 10 inclusive not less than 40 feet from North Gate.

IN BLOCK 5:

Lot 1 not less than 60 feet from Cheyenne Mountain Boulevard and not less than 50 feet from Marland Road and not less than 50 feet from Lot L.

Lot 2 not less than 60 feet from Cheyenne Mountain Boulevard and not less than 50 feet from Lot L.

Lot 3 not less than 60 feet from Cheyenne Mountain Boulevard and not less than 50 feet from Lot M and not less than 50 feet from Lot L.

Lot 4 not less than 60 feet from North Gate and not less than 50 feet from Lot M, and not less than 50 feet from Lot L.

Lots 5 and 6 not less than 60 feet from North Gate and not less than 50 feet from Lot L.

Lot 7 not less than 60 feet from North Gate and not less than 50 feet from Cheyenne Mountain Boulevard and not less than 50 feet from Lot L.

Lots 8 and 9 not less than 50 feet from Cheyenne Mountain Boulevard and not less than 50 feet from Lot L.

Lots 10 to 16 inclusive not less than 50 feet from Crossland Road and not less than 50 feet from Lot L.

IN BLOCK 6:

Lot 1 not less than 50 feet from Crossland Road and not less than 50 feet from Marland Road.

Lots 2 to 5 inclusive not less than 50 feet from Crossland Road.

Lot 6 not less than 50 feet from Marland Road and not less than 50 feet from Crossland Road.

Lots 7 to 11 inclusive not less than 50 feet from Marland Road.

IN BLOCK 7:

Lots 1 to 13 inclusive not less than 50 feet from Marland Road.

IN BLOCK 8:

Lots 1, N and K not less than 50 feet from Cheyenne Mountain Boulevard and Marland Road.

IN EVERY LOT:

For any side Property Line other than those enumerated above the setback shall not be less than 15 feet. For larger Home Sites where the geometry of the Home Site will permit the planned Structure to be located with larger setbacks, the minimum side Property Line setback shall be increased as follows:

For Home Sites of 1.0 or more but less than 2.0 acres the side setback shall not be less than 20 feet.

For Home Sites of 2.0 or more acres the side setbacks shall not be less than 25 feet.

For any rear Property Line other than those enumerated above the rear setback shall not be less than 15 feet, except that in Block 7 the setback along the East rear Property Line need not be more than 10 feet.

ARTICLE 5 ARCHITECTURAL REVIEW

5.1 APPROVAL IS REQUIRED: No Dwelling or other Structure shall be commenced, erected, installed, placed, moved onto any property, permitted to remain on any property, remodeled, or altered in any way so as to materially change the previously existing exterior appearance or physical condition of the Home Site or any Dwelling or other Structure thereon, except in accordance with plans, specifications and other information submitted to and approved by the Association's Board of Directors or by the Architectural Review Committee in cases where such approval authority is specifically delegated under the Bylaws or Governance Policies of the Association. Requests for such approval must be submitted prior to the commencement of construction, alteration or installation. Matters which require such approval include, but are not limited to, the general exterior appearance, material, shape, size, color, height and location of each Structure, covering, drive, walk and fence, and external component thereof, and grading and landscaping of the site. In granting or withholding approval, the Board of Directors or Architectural Review Committee may consider among other things the following factors, including but not limited to: the adequacy of the materials for their intended use; the harmonization of the external appearance with surroundings and other property in the subdivision; the proper relation of the Structure or covering to the environment and to surrounding uses; the degree, if any, to which the proposed Structure or covering will cause material intrusions of or interference with sound, light or other effect on neighboring sites beyond those reasonably to be expected in a very high quality residential area from considerate neighbors. The Association's Board of Directors or Architectural Review Committee may also consider the effect the proposal will have on the value of the other Home Sites and property in the subdivision.

5.2 PLANS SUBMISSIONS: All plans, samples and other materials to be submitted to the Association shall be submitted in duplicate, and on the form set forth in Exhibit B hereto, together with the required fee as set forth in Item 11 of Exhibit B. 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, patios, decks, walls, and other Structures. Proposed new contours throughout the Home Site and abutting street elevations on all sides shall be shown. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples.

5.3 APPROVAL PROCESS: All action required or permitted to be taken by the Association shall be in writing signed by one member of the Board of Directors of the Association and the Chairman of the Architectural Review Committee, and any such written statement shall establish the action of the Association and shall protect any person relying on the statement.

Plans submitted to the Chairman of the Architectural Review Committee acting for the Board of Directors of the Association shall be reviewed in accordance with the procedure set forth in Exhibit C hereto, Architectural Review Process, which may be amended from time to time by the Board of Directors, such changes to become effective from the date that notice is given to the then existing members of the Association.

Fees additional to those required by Item 11 of Exhibit B may be charged by the Association to cover reasonable additional expenses incurred by the Association in the review of multiple or revised submittals.

The Association shall be entitled to retain one copy of all submitted plans as part of its files and records.

Approvals given under this Article 5 shall automatically expire within one year after approval if construction has not commenced, and if such approvals so expire, the applicant must submit a new request for approval. Approvals shall also automatically expire within two years after approval if construction has not been completed, and if such approvals so expire all work must be suspended and a new request for approval of any work remaining must be submitted for approval.

5.4 NO LIABILITY: The Association, its officers, directors, committee persons, consultants and members shall not be liable in damages or otherwise to any party submitting plans for approval, or to any Association member whatsoever by reason of mistake in judgment, negligence, nonfeasance or any act or omission in connection with the approval, disapproval or failure to approve submitted plans, specifications or samples. The Association shall indemnify and hold harmless such persons from any such liability including but not limited to reasonable attorney fees and costs of defense. Approval of any submitted plans shall not mean that such plans and/or specifications are in compliance with the requirements of any local building codes, zoning ordinances or other governmental regulations. It shall be the responsibility of the Owner or other person submitting plans to the Architectural Review Committee to comply with all codes, ordinances and regulations, and for all other matters of construction execution including, without limitation, matters of safety, environmental regulation compliance and structural integrity.

ARTICLE 6 TEMPORARY STRUCTURES

6. No mobile home, house trailer, or temporary Structure of any kind shall be constructed or maintained on any Home Site; provided, however, that when actual construction of a Dwelling or other approved Structure has commenced, the builder may erect or install a temporary office and tool house and there may be one storage container allowed to be used as such only during the period of such construction.

ARTICLE 7 HEIGHT RESTRICTION

7. No building or Structure (but excluding chimneys on such buildings or Structures) shall be constructed or altered on the said property with a height in excess of 30 feet as measured from the point where the perimeter of the foundation meets the highest elevation of the existing natural grade. For purposes of this restriction, the existing natural grade shall be taken to mean the natural contour of the Home Site as it existed at the effective date of these Covenants, and before any excavation or addition of fill materials, and any unusual contour of the grade considered by the Architectural Review Committee to be abnormal to a natural grade shall be disregarded as a measurement datum. To facilitate such measurement, a benchmark, subject to the approval in its discretion of the Architectural Review Committee, shall be established and retained on site. Final measurement of as-built heights from this benchmark shall be subject to review and witnessing by a designated agent of the Architectural Review Committee to confirm compliance with the height restrictions established herein.

Structures existing at the time of adoption of these Covenants which exceed 30 feet in height as so measured shall be permitted; provided that no such structure thus exempted from the height limitation shall thereafter be further increased in height.

ARTICLE 8 RECONSTRUCTION OF DAMAGED STRUCTURES

8. In the event any Dwelling or Structure constructed prior to the recording date of these Covenants is partially or totally damaged, the Board of Directors may, upon written application, give consideration to the application of the setback and height restrictions set forth in these Covenants. To the extent it is necessitated by reasonable construction considerations (e.g., foundation footprints), building codes, and/or insurance requirements that affect rebuilding conditions, the requirements contained in Articles 4 and 7 of these Covenants may be waived or altered by the Board of Directors, but only to the extent that the original Dwelling or Structure may have been outside said restrictions.

ARTICLE 9 DENSITY RESTRICTION

9. The percent of the Home Site area that may be covered by all the footprints of any buildings and Structures other than driveways including, without limitation, detached garages, carports, sheds, gazebos, covered patios and decks, shall not exceed twenty (20) percent of the area of a Home Site bordering only one road or more than twenty-five (25) percent of the area of Home Site bordering two or more adjacent roads.

ARTICLE 10 ABANDONMENT OF CONSTRUCTION

10. Exterior construction of any building which may be commenced on a Home Site shall not be abandoned nor discontinued for a period of more than four successive months.

ARTICLE 11
RESTRICTIONS ON KEEPING ANIMALS

11. No animals except horses (where not otherwise prohibited by law), domesticated birds, fish, cats, dogs, and other small domestic animals kept as household pets shall be kept on any part of the property. No swine, sheep, goats, cows, poultry or other barnyard animals other than horses shall be kept on the property. Horses shall be confined by a fence or corral deemed suitable by the Board of Directors and located so as to comply both with City codes as regards proximity to adjoining properties and the setback requirements applicable to Structures as set forth herein. Animals shall not be permitted, which make an unreasonable amount of noise or are otherwise a nuisance. All manure and straw, sawdust or other similar bedding material of horses and other animals shall be regularly removed from all property so as not to cause an insect, odor, or health problem.

ARTICLE 12
RESTRICTIONS ON SIGNAGE

12. Except for signs for sale or rent of the subject real property no commercial billboards, placards or advertising signs of any kind or character shall be erected, displayed, exposed or maintained upon any land embraced in the said plat or any building thereon without written permission of the Association, which shall have the right, in its discretion, to prohibit or to restrict and control the size, construction, material and location thereof, and which may summarily remove and destroy all unauthorized signs.

There shall be no restrictions on political signs or the display of American flags on a homeowner's property under the specific conditions set forth in applicable Colorado law.

ARTICLE 13
MAINTENANCE OBLIGATIONS

13. All property (vacant or occupied) in the said plat shall be kept and maintained by the Owner thereof free of coarse weeds, long grass and other rank or obnoxious growths or plants not normally cultivated in well-cared for lawns and gardens, and free of other objectionable and unsightly objects and things, to the end that all such property shall at all times be maintained in a neat and attractive condition. No ashes, trash, debris, rubbish, garbage, scrap material, dead or loose brush, or other refuse or garbage cans shall be stored, accumulated or deposited, so as to be visible from any neighboring property or street, except for the day of any refuse collections. Every Owner shall maintain the exterior of their Dwelling and all other Structures and accessories on their Home Site, including but not limited to, walks, driveways, fences, corrals, and stables in good condition and without deterioration being visible. Exterior building and Structure surfaces (including fences), which are painted, shall be periodically repainted before the surfaces become weather-beaten or paint is chipped or worn off. No wastewater or swimming pool water shall be allowed to flow over the property of any other property Owner or of the Association. No one shall use any of the Reserved Tracts for private use or shall store or dump any trash, debris or dead or loose vegetation or other items thereon. The Board of Directors from time to time may adopt and

amend rules and regulations aside from these Covenants governing the use of Association property (such as the Reserved Tracts which do not include the Home Sites or other property of Association members).

ARTICLE 14 UTILITIES EASEMENTS

14. Easements are hereby specifically reserved to the Association, its successors and assigns, for the erection, construction, operation, replacement and maintenance of poles, wires, pipe lines, conduits, and other appurtenances for the transmission of water, gas, wastewater and electricity for lighting, heating, power, telephone, water, sanitation, drainage and other purposes, and any other method of conducting and performing any public or quasi-public utility service or function beneath or above the surface of the ground. Such easements are hereby specifically reserved on:

IN BLOCK 1:

The rear 5 feet of each and every Lot and the side 5 feet of each and every Lot.

IN BLOCK 2:

The rear 5 feet of each and every Lot and the side 5 feet of each and every Lot.

IN BLOCK 3:

The rear 5 feet of each and every Lot and the side 5 feet of each and every Lot.

IN BLOCK 4:

The rear 5 feet of each and every Lot and the side 5 feet of each and every Lot.

IN BLOCK 5:

The side 5 feet of each and every Lot.

IN BLOCK 6:

The rear 5 feet of each and every Lot and the side 5 feet of each and every Lot.

IN BLOCK 7:

The rear 10 feet of each and every Lot and the side 5 feet of each and every Lot.

IN BLOCK 8:

Five feet on the South boundary of Lots 1 and N.

ARTICLE 15
BINDING EFFECT

15.1 Every person who by deed becomes grantee of any Lot, tract or parcel of land in said plat, will be deemed to have accepted such deed, and title to the lands therein described, subject to all of the restrictions and conditions herein contained, subject to the jurisdiction, rights, powers and authority of the Association, and subject to the provisions of applicable Colorado law.

15.2 Every person who by written contract, agrees to purchase any Lot, tract or parcel of land in said plat, will be deemed to have made and accepted such contract and agreed to purchase the lands therein described, subject to all of the restrictions and conditions herein contained, and subject to the jurisdiction, rights, powers and authority of the Association, and subject to the provisions of applicable Colorado law.

15.3 The heirs, executors, administrators, representatives, successors and assigns of every person who shall accept a deed and/or contract, as in this Article provided, shall be bound by all provisions of this instrument to the full and same extent as the original grantee and/or purchaser is bound, but no such grantee who has conveyed his right and interest shall be held personally liable for the violation of any provision hereof made by a subsequent grantee.

ARTICLE 16
ASSOCIATION'S AUTHORITY TO ENFORCE COVENANTS AND RESTRICTIONS;
ASSESS FEES FOR OPERATIONS

16.1. The Association reserves the right to enforce and perpetuate these Restrictions and Covenants and other restrictions and regulations adopted in the Bylaws of the Association.

16.2. To conduct the designated affairs of the Association and to maintain and preserve the Reserved Tracts in said plat and the trees, shrubs and plants thereon, the Association reserves the right to assess and levy against each Home Site an Annual Assessment for such purposes, and the Owner thereof at the time such assessment is made shall promptly pay same. The portion of the average Annual Assessment constituting the Common Expense Liability shall not exceed \$300.00 for each Home Site, and therefore, pursuant to C.R.S. 38-33.3-116, the Association, the Count Pourtales Addition and the Owners shall not be subject to any of the provisions of the Colorado Common Interest Ownership Act except as set forth in Article 26, Section 26.4 hereof.

16.3. The Association also reserves the right to assess and levy a Special Assessment to cover extraordinary expenses that may be incurred on a non-recurring basis and are necessary for the conduct of operations by the Association.

16.4. Every assessment shall be made upon all of the areas of Count Pourtales Addition, exclusive of streets and Reserved Tracts as established by the Bylaws of the Association. The Board of Directors of the Association shall have sole authority to fix and establish such Annual Assessments or Special Assessments in accordance with a fair, equitable plan. Until paid, any such assessment shall constitute a lien in favor of the Association upon the property within the Count Pourtales Addition for which such assessment was not timely paid.

ARTICLE 17
INTERPRETATION OF COVENANTS

17. The Board of Directors of the Association reserves the right to interpret and pass upon compliance and/or non-compliance with the Restrictions and Covenants herein provided.

ARTICLE 18
RIGHT TO CURE; NOTICE OF NON-COMPLIANCE;
REMEDIES FOR CONTINUING VIOLATION

18.1 In the event of violation of any of the restrictions or conditions or the breach of any of the Covenants and agreements herein contained and the failure on the part of the Owner for a period of 30 days after service of a written notice of such breach, having been delivered to the Owner by certified mail, return receipt, to commence and thereafter diligently proceed to remove or put an end to such conditions as are in violation of said Covenants or Restrictions, the Association or its designated agents or officers shall have the right to enter the property upon or as to which such violation or breach exists and to summarily abate or remove, at the expense of the Owner thereof, any erection, item, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Association, its successors or assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

18.2 Any unpaid assessment, charge, fee or other sums assessed against an Owner or his Home Site, including without limitation, with interest thereon at the rate of eighteen percent (18%) or such other rate set forth in the Bylaws of the Association, an administrative charge not to exceed the amount set forth in the Bylaws of the Association, court costs and all other collection costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien, from and after the levy or assessment thereof, in favor of the Association, upon the Home Site against which each such assessment, charge, fee or other sum is made. All payments on account shall be first applied to interest, the late charge, any costs or fees, and then to the assessment, fines or charges first due, and finally to current charges. Owners shall not be in good standing until all sums are paid in full. Receipt of partial payments does not waive or affect any of the Association's rights and remedies, which are separate and cumulative. The Board may enforce such lien by filing with the Clerk and Recorder of El Paso County, Colorado, a statement of lien with respect to the Home Site, setting forth the name of the Owner, the legal description of the Home Site, the name of the Association and the amount of delinquent assessments then owing, provided however, notwithstanding the foregoing, the recording of these Covenants constitutes notice and perfection of the lien, and no further recordation of any claim of lien for assessments is required. The lien statement should be duly signed and acknowledged by an officer or authorized agent of the Association, and notice thereof shall be mailed to the Owner of the Home Site, at the address of any Dwelling situated on the Home Site or at such other address as the Association may then have in its records for the Owner. Such a claim of lien shall also secure all assessments, charges, fees and sums which come due thereafter until the lien, together with all costs, attorney's fees, administrative charges and interest have been fully paid or otherwise satisfied. Thirty (30) days following the mailing of such notice, the Board may proceed to the foreclosure of the lien under any applicable foreclosure statutes of the State of Colorado. Foreclosure or attempted foreclosure

by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from suing the Owner personally liable therefore or from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, fees or other sums which are not fully paid when due. Any recorded lien may be released by recording a release of lien executed by an officer or authorized agent of the Association.

18.3 The Association may also take any other action, legal or equitable, to prevent extinguishment or violation of the provisions of this instrument or any part thereof. The Association or any Owner of any property within the Count Pourtales Addition may collect any court costs, reasonable attorney's fees and all other expenses of enforcing these Covenants (whether or not normally taxed as costs) provided they are the prevailing party in any litigation.

ARTICLE 19 SEVERABILITY

19. All of the provisions of these Covenants shall be construed together, but if it shall at any time be held that any such provision or part thereof is invalid, or if for any reason such provision or part thereof becomes unenforceable, no other provision or part thereof shall thereby be affected or impaired.

ARTICLE 20 TERM OF COVENANTS

20. Except as provided otherwise herein, each and all of the Restrictions of this declaration shall continue and remain in full force for successive periods of twenty (20) years each, commencing with the recording of these Covenants, without limitation, unless, within six (6) months prior to the expiration of any period above described, a written agreement to modify, change or abolish any or all of said Restrictions affecting any or all of said area shall have been executed by the then Owners of more than half of the total area of the Count Pourtales Addition exclusive of streets and Reserved Tracts, and shall have been placed on record in the office of the County Clerk and Recorder of the said County of El Paso, State of Colorado. Provided however, any provision of these Covenants may be amended at any time during the twenty (20) year period with the approval of the then Owners of more than eighty percent (80%) of the total area of the Count Pourtales Addition exclusive of streets and Reserved Tracts in compliance with the procedures of this Article 20. In the event of such change or modifications, the Restrictions so modified shall then continue for successive periods as above set forth, unless or until said Restrictions are abolished.

ARTICLE 21 COVENANTS RUNNING WITH THE LAND; FURTHER LEGAL REMEDIES

21. As to the Owner or purchaser of each and every Home Site, Lot, tract or parcel of land in said plat, the restrictions herein contained and the provisions of this instrument shall constitute and be covenants running with the land, and the breach of any thereof, or threatened breach of any thereof, or the continuance of the breach of any thereof, may be enjoined, abated or remedied by appropriate proceedings instituted by the Association, as plaintiff, in the District Court of the State

of Colorado sitting in and for El Paso County, Colorado, or other proper Court. No judgment which may be rendered pursuant to any such proceedings shall thereafter be construed as a bar to any subsequent proceedings instituted by the Association to enjoin, abate or remedy any subsequent breach, or threatened breach or continued breach of any restriction or provision in this instrument contained.

ARTICLE 22

ASSOCIATION'S BOARD OF DIRECTORS RESOLVES QUESTIONS OF CONSTRUCTION

22. If any doubt or questions shall arise concerning the true intent or meaning of any of these Covenants, the Board of Directors of the Association shall determine the proper construction of the provision in question and may set forth in written instrument duly executed on behalf of the Association, notarized and filed for record with the Clerk and Recorder of El Paso County, the meaning, effect and application of the provision. The definition will thereafter be binding on all Owners so long as it is not arbitrary or capricious.

ARTICLE 23

ALL ACTIONS IN WRITING

23. Notices, approvals, 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.

ARTICLE 24

NOTICES

24. Except as provided otherwise herein, any writing to be given by the Association described in these Covenants, including but not limited to, any communication from the Association to an Owner, shall be sufficiently served if personally or electronically delivered to the Owner, or if posted by First Class U.S. prepaid mail addressed: (a) to the Dwelling situated on the Home Site owned by that Owner; or (b) if there is no Dwelling, then to the address furnished by the Owner to the Association; or (c) if the Owner has not furnished an address, then to the most recent address of which the Association has a record.

ARTICLE 25

RESOLUTION OF DISPUTES

25. Any action, dispute, claim or controversy between any person or entity, including, without limitation, any Owner and/or the Association, whether in contract, tort or otherwise, and whether or not concerning an individual Home Site, or the provisions of these Covenants or the Bylaws or Governance Policies of the Association may be submitted by the Association, at its option, to be resolved by binding arbitration as set forth in this Article and shall include all disputes arising out of or in connection with these Covenants. If so submitted, such disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code, Colorado Uniform Arbitration Act, C.R.S. 13-22-201, et seq., and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In the event of any inconsistency between such rules and these arbitration

provisions, these arbitration provisions shall supersede such rules. The parties shall be entitled to conduct discovery as if the dispute were pending in a court of law in the state of Colorado. In any arbitration proceeding subject to these provisions, the arbitrator is especially empowered to decide pre-hearing motions that are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication. Judgment upon any award rendered may be entered in any court having jurisdiction. In the event that the Association prevails upon any claim in the arbitration, the Association shall recover its costs, expenses and reasonable attorneys fees for that claim; otherwise, the parties to the arbitration shall bear their own costs, expenses and attorneys fees but the cost of the AAA arbitrator shall be paid in equal shares between the protected parties (50%) and the claimant(s) (50%). Except as otherwise provided, the arbitrator selected under this Article shall be knowledgeable in the subject matter of the dispute. Qualified retired judges or other experts shall be selected through panels maintained by AAA, or any private organization providing such services. The Board may adopt rules to define and specify the details of the arbitration procedure.

ARTICLE 26 ADDITIONAL PROVISIONS

26.1 GOVERNING LAW: These Covenants shall be construed and enforced in accordance with the laws of the State of Colorado.

26.2 ARTICLE HEADINGS: Article headings, as used herein, are for convenience only, and shall not be considered in construing the definition, meaning or effect of these Covenants.

26.3 ENFORCEMENT; NON-WAIVER: The Association, by its failure on any occasion to enforce these Covenants, shall not be deemed to have thereby waived its future rights to enforce such Covenants.

26.4 NONAPPLICABILITY OF THE CCIOA: Notwithstanding any provision of these Covenants or otherwise, the Association, the Count Pourtales Addition, and the Owners shall not be subject to the Colorado Common Interest Ownership Act ("CCIOA") (C.R.S. 38-33.3-101 et seq.), except C.R.S., 38-33.3-105, 38-33.3-106, and 38-33.3-107. Nothing contained herein or done pursuant hereto shall in any manner cause the CCIOA to apply in any manner to the Association, the Count Pourtales Addition, or the Owners.

Dated as of this 6th day of September, 2006.

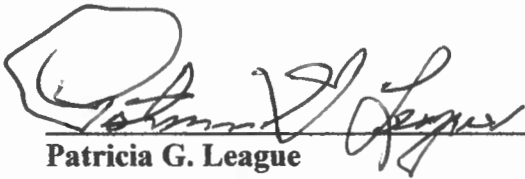
**BOARD OF DIRECTORS
COUNT POURTALES ASSOCIATION:**



Katherine H. Loo
President, Count Pourtales Association



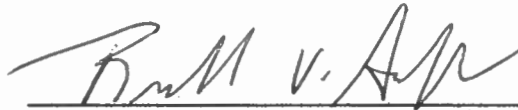
Marla G. Wiseman
Vice President, Count Pourtales Association



Patricia G. League
Treasurer, Count Pourtales Association



Jay J. Russell
Secretary, Count Pourtales Association



Russell V. Acuff
Member-at-Large, Count Pourtales Association

Attached hereto as Exhibit D and by reference made a part hereof are the signatures of the required number of Owners of more than half of the total acres of Count Pourtales Addition, exclusive of streets, parks and open spaces, signed in counterpart, in accordance with the Association's Bylaws and these Covenants.



KNOW ALL MEN BY THESE PRESENTS: That The Broadmoor Hotel Company, a corporation duly organized and existing under the laws of the State of Colorado, being sole owner of the NW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 36, T.43, R.67N. of the 8th Principal Meridian, does hereby certify that the portion of the SW 1/4 of the SE 1/4 of said section 36, described as follows, to-wit: Beginning at the southeast corner of the above described 40 acre tract and running thence westerly, coincident with the South boundary, the length, a distance of 88.5 feet to the Southeast boundary line of a certain road generally known as the Colorado Springs-Cripple Creek County Road; thence angle to the right 45°48' on the chord of an arc, bearing to the left, whose radius is 1255 feet, a distance of 71.1 feet to the East boundary line of the above described 40 acre tract; thence southerly coincident with said boundary line 51.3 feet to place of beginning.

Also that portion of the NW 1/4 of the SE 1/4 and the SE 1/4 of the NW 1/4 of Section 36, T.43, R.67N. of the 8th Principal Meridian, described by metes and bounds as follows, to-wit: Beginning at a point on the North line of said Section 36, 888.0 feet easterly from the Northwest corner of the above described 40 acre tract, and running thence easterly, coincident with the said North line 1483.0 feet; thence angle to the right 65°35' on the chord of an arc, bearing to the left, whose radius is 1021 feet, a distance of 112 feet; thence angle to the right 35°55' a distance of 1463.0 feet; thence an arc to the right, whose radius is 925.2 feet, a distance of 142 feet to place of beginning; has laid out and plotted the same in accordance with the map herewith annexed, under the name of County Fourtales Addition to Broadmoor, Colorado, and has dedicated the Streets, Boulevards and Roads, shown thereon to the public use and authorizing the same to be laid in the office of the County Clerk and Recorder of El Paso County, Colorado, according to the statutes in such cases provided; and the said, The Broadmoor Hotel Company, by Spencer Penrose, its President, and Charles L. Tuff, its Secretary, does hereby certify that the said map sets forth and shows all streets, roads and boulevards with the widths thereof, all existing irrigation canals, all ditches, and all other things, with the easements and interests thereon, and their relative positions to the original subdivision of section lines.

In Witness Whereof the said, The Broadmoor Hotel Company, has hereunto affixed its Corporate Seal, and caused the same to be attested by the signatures of its President and Secretary this 14th day of July, AD 1926.

THE BROADMOOR HOTEL COMPANY.
By Spencer Penrose President
Attest Charles L. Tuff Secretary

STATE OF COLORADO
COUNTY OF EL PASO
I, the undersigned, a Notary Public, duly organized and for said County in the State of Colorado, do hereby certify that Spencer Penrose, President, and Charles L. Tuff, Secretary of The Broadmoor Hotel Company, who are personally known to me, and the persons whose names are subscribed to the foregoing statement in attestation thereof appeared before me this day in person, and acknowledged that they were personally present at the execution of the foregoing statement, that their signatures thereto are genuine, that the said official thereof is the common and corporate seal of the said Corporation, and that the foregoing statement was duly signed, sealed and declared by and as one for the use and purpose of the said, The Broadmoor Hotel Company in the usual and proper manner therein mentioned.

Given under my hand and official seal this 18th day of July AD 1926.

My commission expires, Jan. 24, 1927
Raymond J. Butterworth
Notary Public.

870
COUNT POURTALES ADDITION
TO BROADMOOR, EL PASO COUNTY, COLORADO.
SCALE 1 INCH = 120 FEET.
JUNE 1926.
As planned by Olmsted Brothers, Landscape Architects, Brookline, Mass.

EXHIBIT A
AMENDED AND RESTATED COVENANTS
OF THE COUNT POURTALES ADDITION

REDUCED COPY: NOT TO SCALE

EXHIBIT B

PLAN SUBMITTAL APPLICATION COUNT POURTALES ASSOCIATION

PLAN SUBMITTAL APPLICATION

Submitting Party _____

Project Name _____

Lot(s) _____

Address _____

Owners Name _____
 Phone _____
 Address _____

Architect Name _____
 Phone _____

SUBMITTAL CHECKLIST

1. Survey showing existing topography (existing natural grade, exclusive of any fill) improvements with dimensions to property lines, vegetation, utilities and easements.
2. Site Plan(s) at a scale of 1" = 20.0' or greater, showing revised grading, building improvements with dimensions to property lines, landscaping, decks, patios, walls, lighting, fencing and any other visible site element proposed. This plan will designate points (elevations) where the foundation meets the existing natural grade for use in calculating the structure's height. [A benchmark for this measurement shall subsequently be established and maintained on-site, in agreement with the Architectural Review Committee's designated representative.]
3. Landscaping Plan at a scale of 1" = 20.0' or greater.
4. Foundation plans with exterior dimensions of all proposed structures.
5. Building Elevations of all proposed structures, defining each material and color on all exposed surfaces and dimensions showing height calculations.
6. Roof Plan of all proposed structures.
7. Samples of all exposed building materials and colors. (Location specific)
8. Legend of all landscape materials. (Location specific)
9. Any other drawings or materials as requested by the Association.
10. Construction schedule showing planned commencement and completion dates for major phases of construction.
11. Application review fee in amount of \$ _____. (\$ amount to be estimated by Architectural Consultant).
12. A letter from an architect or other qualified professional confirming that the plans submitted will meet all relevant building and zoning codes.

EXHIBIT C
ARCHITECTURAL REVIEW PROCESS
COUNT POURTALES ASSOCIATION

Upon receiving plans from an Owner, the Architectural Review Committee Chairman may proceed along several lines of his choosing:

1. Minor Request. (minor remodel, out building, landscaping, etc). The Chairman may choose to recommend approval or denial of the plans without calling an Architectural Review Committee meeting. A final approval or denial letter signed by one Member of the Board of Directors of the Association and the Chairman of the Architectural Review Committee must be given the homeowner within 45 days of submittal.

2. Major Request (new home construction, major remodel, etc.). The Architectural Review Committee Chairman shall request and receive two sets of plans from the homeowner in the form set forth in Exhibit B, Plan Submittal Application. A set shall be delivered to the Association's Architectural Consultant, who shall advise the Chairman of an estimated cost to review the plans, and a projected cost of inspection, if needed. The Chairman shall advise the homeowner of the estimated cost to review the submittal, and shall collect this estimated cost from the homeowner, who shall be notified that the "review period" has begun. The Chairman shall also make available a set of plans for adjacent neighbors to review for comments. The Architectural Consultant shall review the plans and give a recommendation in writing to the Chairman, who will promptly convene a meeting of the Architectural Review Committee. The ARC may recommend that the submittal be accepted as is, denied, or accepted with changes. Such recommendation shall be made to the Board of Directors for a final decision. The homeowner shall then be notified in writing, signed by one Member of the Board of Directors of the Association and the Chairman of the Architectural Review Committee. The review process from the date the submittal fee is paid by the Owner, must be completed and the Owner notified within 45 days or the submitted application will be deemed approved; provided, that the deadline for notification can be extended for a period not to exceed an additional 30 days, if deemed necessary by the Board of Directors, the Architectural Review Committee, or by the Owner. It may be necessary and the Association shall be permitted to collect additional costs, if charged by the Architectural Consultant.

SIGNERS/APPROVAL ATTESTATION
AMENDED AND RESTATED COVENANTS OF THE COUNT POURTALES ASSOCIATION

The below listed Owners of real property in the Count Pourtales Addition to Broadmoor, El Paso County, Colorado have given their approval, as documented by their notarized signatures, to the attached Amended and Restated Covenants of the Count Pourtales Subdivision. To formally adopt these Amended and Restated Covenants of the Count Pourtales Subdivision requires the approval of said Amended and Restated Covenants within six (6) months of the expiration of the twenty (20) year term of the existing Covenants of the Count Pourtales Subdivision, or December 31, 2006, by the then Owners of more than half of the total area of "Count Pourtales Addition", exclusive of streets, parks and open spaces, with such approvals placed on record in the office of the County Clerk and Recorder of the County of El Paso, State of Colorado.

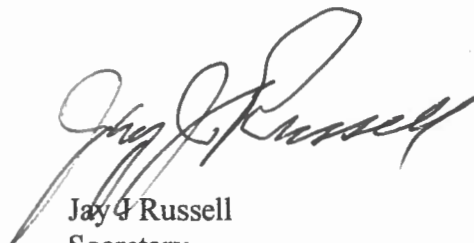
The signers listed below represent the Owners of real property consisting of 65.19 acres, which constitutes more than half of the total area of the Count Pourtales Addition to Broadmoor, exclusive of streets, parks and open spaces.

SIGNERS:

<u>Owner</u>	<u>Address</u>	<u>Block/Lot</u>	<u>Acres</u>
Acuff	17 Marland Rd.	Blk 7/Lot 9	1.06
Acuff	21 Marland Rd.	Blk 7/Lot 8	1.07
Armour	15 Northgate Rd.	Blk 5/part Lot 5	0.88
Armour	37 Marland Rd.	Blk 7/part Lot 4	1.49
Ball	5 Mirada Rd.	Blk 1/Lot 6	0.69
Barber	39 Marland Rd.	Blk 7/part Lot 4	0.25
Bean	1 W. Cheyenne Mountain Blvd.	Blk 5/Lot 9	2.37
Blackmun	11 W. Cheyenne Mountain Blvd.	Blk 5/Lots 6, 7, part Lot 5	3.15
Borden	71 W. Cheyenne Mountain Blvd.	Blk 5/Lot 1	1.41
Burkett	40 Marland Rd.	Blk 6/Lot 9	0.93
Craddock	25 Pourtales Rd.	Blk 3/Lots 2, 3	1.54
Dalsaso	6 Crossland Rd.	Blk 5/Lot 11	1.98
Dalsaso	13 Pourtales Rd.	Blk 2/Lots 3, 4	1.38
Dobson	7 Pourtales Rd.	Blk 2/Lot 1	1.00
Donner	50 Marland Rd.	Blk 7/Lots 1, 2, 3	7.22
Downs	13 Mirada Rd.	Blk 1/Lot 3	1.90
Downs	18 Crossland Rd.	Blk 5/part Lot 13, part Lot 14	0.90
Dunn	29 Marland Rd.	Blk 7/Lot 6	1.09
Eckstein	22 W. Cheyenne Mountain Blvd.	Blk 2/Lot 8	0.71
Edwards	5 W. Cheyenne Mountain Blvd.	Blk 5/Lot 8	1.60
Galbraith	25 Marland Rd.	Blk 7/Lot 7	1.08
Heintz	10 W. Cheyenne Mountain Blvd.	Blk 3/Lot 6	0.79
Hiteshew	14 W. Cheyenne Mountain Blvd.	Blk 3/Lot 7	0.76
Ingersoll	28 Westgate Rd.	Blk 1/part Lot 10	1.03
Kohl	9 Crossland Rd.	Blk 6/Lot 4	1.36
Kruse	4 Crossland Rd.	Blk 5/Lot 10	1.07
League	15 Marland Rd.	Blk 7/Lot 10	1.05
League	12 Northgate Rd.	Blk 4/Lot 8	0.73
Loo	19 Northgate Rd.	Blk 5/Lot 4, part Lot L	2.82
Lovelace	70 Marland Rd.	Blk 5/Lot 17	1.90

SIGNERS:

<u>Owner</u>	<u>Address</u>	<u>Block/Lot</u>	<u>Acres</u>
Mandino	8 Northgate Rd.	Blk 2/Lot 7	0.89
Mason	21 Pourtales Rd.	Blk 2/Lot 6	1.31
McCann	46 W. Cheyenne Mountain Blvd.	Blk 1/Lot 13	0.60
Meyer/Mitchell	26 Crossland Rd.	Blk 5/Lot 16	1.46
Miller	74 W. Cheyenne Mountain Blvd.	Blk 1/Lot 1	1.90
Moore	5 Crossland Rd.	Blk 6/Lot 5	1.19
Niswonger	16 Northgate Rd.	Blk 4/part Lot 9	0.88
Obernesser	53 W. Cheyenne Mountain Blvd.	Blk 4/Lot 1	0.87
Osborne	17 Crossland Rd.	Blk 6/Lot 2	1.14
Phelan	6 W. Cheyenne Mountain Blvd.	Blk 3/Lot 5	0.75
Rogers	31 W. Cheyenne Mountain Blvd.	Blk 4/Lot 4	0.69
Russell	14 Crossland Rd.	Blk 5/part Lots 12, 13	1.39
Shepard (by trustee)	13 Crossland Rd.	Blk 6/Lot 3	1.31
Shonkwiler	41 W. Cheyenne Mountain Blvd.	Blk 4/Lot 3	0.62
Solomon	10 Crossland Rd.	Blk 5/part Lot 12	1.23
Tenney	26 W. Cheyenne Mountain Blvd.	Blk 2/Lot 9	0.70
Tolley	5 Westgate Rd.	Blk 2/Lot 10	1.31
Wallace	17 W. Cheyenne Mountain Blvd.	Blk 4/Lot 6	0.44
Wetzig	7 Mirada Rd.	Blk 1/Lot 5	0.69
Wiseman	10 Northgate Rd.	Blk 4/Lot 5	<u>0.61</u>
			65.19



Jay J. Russell
Secretary,
Count Pourtales Association
November 30, 2006

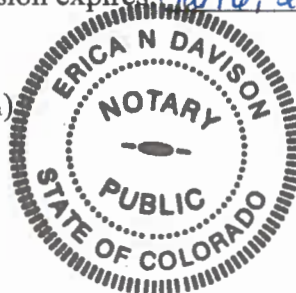
STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 30th day of November, 2006, by Jay John Russell.

Witness my hand and official seal

My commission expires: Jan 6, 2010.

(Notary Seal)



Erica N. Davison
Notary Public