THIRD AMENDED AND RESTATED COVENANTS OF THE COUNT POURTALES SUBDIVISION

TABLE OF CONTENTS

RECITALS: **1**
ARTICLE 1 ..... **1**
DEFINITIONS 1
ARTICLE 2 ..... **4**
RESTRICTIONS ON USE 4
ARTICLE 3 ..... **6**
RESTRICTIONS ON SUBDIVISION AND CONSOLIDATION 6
ARTICLE 4 ..... **6**
SPECIFIC SETBACK REQUIREMENTS FOR SPECIFIC LOTS 6
ARTICLE 5 ..... **9**
ARCHITECTURAL REVIEW 9
ARTICLE 6 ..... **12**
TEMPORARY STRUCTURES 12
ARTICLE 7 ..... **12**
HEIGHT RESTRICTION 12
ARTICLE 8 ..... **12**
RECONSTRUCTION OF DAMAGED STRUCTURES 12
ARTICLE 9 ..... **13**
DENSITY RESTRICTION 13
ARTICLE 10 ..... **13**
ABANDONMENT OF CONSTRUCTION 13
ARTICLE 11 ..... **13**
RESTRICTIONS ON KEEPING ANIMALS 13
ARTICLE 12 ..... **13**
RESTRICTIONS ON SIGNAGE 13
ARTICLE 13 ..... **13**
MAINTENANCE OBLIGATIONS 13
ARTICLE 14 ..... **14**
UTILITIES EASEMENTS 14
ARTICLE 15 ..... **15**
BINDING EFFECT 15
ARTICLE 16 ..... **16**
ASSOCIATION'S AUTHORITY TO ENFORCE COVENANTS AND RESTRICTIONS; ASSESS FEES FOR OPERATIONS 16

ARTICLE 17 ..... **16**
INTERPRETATION OF COVENANTS 16
ARTICLE 18 ..... **17**
RIGHT TO CURE; NOTICE OF NON-COMPLIANCE; 17
REMEDIES FOR CONTINUING VIOLATION 17
ARTICLE 19 ..... **19**
SEVERABILITY 19
ARTICLE 20 ..... **19**
TERM OF COVENANTS 19
ARTICLE 21 ..... **20**
COVENANTS RUNNING WITH THE LAND; FURTHER LEGAL REMEDIES 20
ARTICLE 22 ..... **20**
ASSOCIATION'S BOARD OF DIRECTORS RESOLVES QUESTIONS OF CONSTRUCTION 20
ARTICLE 23 ..... **20**
ALL ACTIONS IN WRITING 20
ARTICLE 24 ..... **20**
NOTICES 20
ARTICLE 25 ..... **21**
ADDITIONAL PROVISIONS 21
EXHIBIT A **23**
PROPERTY INCLUDED IN COUNT POURTALES ADDITION 23
EXHIBIT B **24**
PLAN SUBMITTAL APPLICATION 24
EXHIBIT C **26**
ARCHITECTURAL REVIEW PROCESS 26
EXHIBIT D **27**
OWNER APPROVALS 27

THIRD 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 as Amended and Restated on November 30, 2006 at Reception No. 206173859 of said records; 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

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.

(a) Act. "Act" means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et. Seq., as may be amended from time to time to the extent it applies to limited expense communities.

(b) 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.

(c) 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.

(d) Association. "Association" shall mean the Count Pourtales Association, its successors and assigns.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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**.

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

(k) Covenants. "Covenants" shall mean the Third Amended and Restated Covenants of the Count Pourtales Subdivision as may be amended and supplemented from time to time.

(l) 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.

(m) 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.

(n) Governing Documents. "Governing Documents" means these Covenants and its exhibits, the Association's Articles of Incorporation, Bylaws, Plat, and Governance Policies, all as may be supplemented or amended from time to time.

(o) 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.

(p) 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.

(q) Owner. "Owner" shall mean the record title holder of real property, located within the Count Pourtales Addition, but does not include a Mortgage Holder.

(r) Person. "Person" shall mean any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

(s) Property Line. "Property Line" shall mean the exterior property boundary of any Home Site.

(t) 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.

(u) Residence. "Residence" means the Dwelling unit located on the Lot.

(v) Resident. "Resident" means any Person staying overnight in a Residence for a total of more than 30 days, either consecutive or non-consecutive, in any calendar year, and includes tenants.

(w) Rules and Regulations. "Rules and Regulations" shall mean any instrument adopted by the Association, as allowed for under these Covenants and the Act, for the regulation and management of the Count Pourtales Addition, Residents, Reserved Tracts and/or Lots, including any amendments or revisions.

(x) 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.

(y) 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, sport court, fence, wall, antenna, satellite dish or outdoor lighting (which does not include lighting fixtures permanently attached to the Residence). 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, guest cottages, greenhouses, stables, workshops and other Structures herein expressly permitted.

2.2 No such Dwelling shall ever be used except as a private residence. Unless required by statute, no Accessory Dwelling Units are allowed within the Association.

2.3 There shall be permitted to be erected and maintained on any Home Site a private garage, studio, stable, , garden house, pool house, pergola, guest cottages, greenhouses, stables, workshops and conservatory appurtenant to the Dwelling thereon and for the sole and exclusive use of the Owner, guest or tenant of such Dwelling. 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 with a maximum height of six feet (6'), 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. The restriction on Structures on any Reserved Tract shall not preclude signage placed by the Association.

2.6 Unless otherwise expressly authorized by statute and subject to its terms and 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 no trade or business of any kind

may be conducted in or from a Lot, Home Site or any part of the Count Pourtales Addition, except that the Owner residing in the Residence, or Resident, may conduct ancillary business activities within the Lot or Home Site 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, so long as the business activity:

(a) may not produce sounds or smells from outside of the Lot or Home Site that creates a nuisance;

(b) does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(c) is consistent with the Addition's residential character, and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Residents, as determined by the Association.

2.7 The Count Pourtales Addition is intended to be an owner-occupied community. However, any Owner has the right to lease or allow occupancy of a Lot or Home Site upon terms and conditions the Owner deems advisable, subject to restrictions of these Covenants, any other restrictions of record, and the following:

(a) "Leasing" for the purposes of these Covenants is defined as regular, exclusive occupancy of a Lot by any Person other than the Owner, with or without consideration.

(b) Leases will be for or of the entire Lot or Home Site.

(c) Occupancies of less than thirty (30) days of Lots or Home Sites are prohibited without the Association's prior written approval.

(d) All leases will be in writing and will provide that the lease is subject to the Governing Documents. Owners are required to provide Residents with copies of the current Covenants and Rules and Regulations.

(e) Each owner who leases his Lot or Home Site will provide the Association, upon request, a copy of the current lease (lease amount may be redacted) and tenant information, including the names of all Residents, vehicle descriptions, including license plate numbers, and any other information reasonable requested by the Association or its agents.

(f) All leases will state that the failure of the Resident or guests to comply with the Governing Documents is a default of the lease and this Declaration.

(g) All Owners who reside at a place other than the Lot or Home Site will provide to the Association an email address, mailing address and phone number(s) where the Owner can be reached in the case of an emergency or other Association business. The Owner is solely responsible to keep this information current.

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 a 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

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:

<u>IN BLOCK 1</u>:

- 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 (ARC) 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, shape, size, height and location of each Structure, covering, drive, walk and fence, and grading and landscaping of the site.

Landscaping Associated with New Home or Other Construction. Landscaping plans associated with the construction of a new Dwelling or Structure shall be subject to prior review and approval by the Architectural Review Committee solely to the extent reasonably necessary to evaluate whether the proposed landscaping, including any associated grading, drainage, berms, swales, retaining features or other changes in grade or configuration of the Home Site will not adversely affect drainage patterns impacting another Home Site, Reserved Tract or other property.

General Landscaping, Upgrades, Alterations and Maintenance. Planting, removal, replacement, relocation, or maintenance of live vegetation, and the installation, removal, replacement, or maintenance of live vegetation, mulch, rock or similar landscape materials, when not associated with the construction, alteration or installation of a Dwelling or other Structure, shall not require prior Architectural Review Committee review or approval provided such work does not involve a change in grading or drainage.

Artificial Turf. The installation of artificial or synthetic turf in the front or side yard of any Lot, where the turf is visible from the street, shall be subject to prior review and approval by the Architectural Review Committee.

Walls and Fences. Wall and Fence plans submitted to the Architectural Review Committee shall be reviewed in accordance with the Wall and Fence Guidelines set forth herein, 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.

Walls and Fences Height for Lots Directly Bordering Reserved Tracts ("Pourtales Park"). The maximum permitted height of any solid wall or fence bordering a Reserved Tract shall be 4-1/2 feet. A visibly open vertical extension, such as an ornamental wrought iron rail or panel, may increase the height of a solid wall up to a maximum height of 6 feet. Construction along a property boundary in common with a Reserved Tract ("Pourtales Park") shall require a current property boundary survey by the applicant. Approval shall be conditional upon the applicant having survey

stakes installed and maintained to delineate the property boundary throughout the construction period.

Upon completion of the wall or fence along the property boundary of a Reserved Tract, the owner shall be required to obtain and submit to the ARC an Improvement Location Certificate that establishes no encroachment upon such Reserved Tract. The Association may require that any encroachment be removed.

Walls and Fences Height for Lots Not Bordering Reserved Tracts ("Pourtales Park"). The maximum permitted height of any perimeter wall or fence shall be 6 feet along property boundaries bordering the streets and those in common with neighboring Home Sites. In granting or withholding approval on reviewing the application, the Board of Directors or Architectural Review Committee may consider among other things the following factors, including but not limited to:

(a) the adequacy of the materials for their intended use;
(b) the harmonization of the external appearance with surroundings and other property in the subdivision;
(c) the proper relation of the Structure or covering to the environment and to surrounding uses;
(d) that the exterior improvements shall be designed and constructed primarily as a residential structure and shall present a recognizable residential architectural form such as Craftsman, Victorian, Tudor, etc.;
(e) 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;
(f) whether the proposal complies with the requirements of these Covenants and any applicable architectural review guidelines and design standards as adopted by the Count Pourtales Homeowners' Association (such as **Exhibit C**).

The Board of Directors or Architectural Review Committee shall conduct their review and apply these standards in a reasonable, consistent and non-arbitrary manner and shall not withhold approval based solely on color, materials, finishes, or personal aesthetic preferences.

ARC approval is granted solely for compliance with the Association's governing documents and architectural standards and does not constitute approval of, or exemption from, any applicable federal, state, or local building codes, zoning regulations, permitting requirements, or other governmental laws and regulations. Obtaining all required permits and ensuring compliance with applicable laws and codes remain the homeowner's sole responsibility.

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.

5.3 APPROVAL PROCESS: All decisions on applications, and all other actions 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 the Count Pourtales Homeowners' Association, 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, non-feasance 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

No mobile home, house trailer, storage container or temporary Structure of any kind shall be constructed or permitted to remain 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. The permanent installation of shipping or storage containers is prohibited.

ARTICLE 7
HEIGHT RESTRICTION

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

In the event any Dwelling or Structure constructed prior to the recording date of these Covenants is partially or totally damaged, such Dwelling may be reconstructed according to the height and footprint that existed prior to the damage but subject to review by the Architectural Review Committee. The ARC 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 ARC, but only to the extent that the original Dwelling or Structure may have been outside said restrictions.

ARTICLE 9
DENSITY RESTRICTION

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 percent (20%) of the area of a Home Site bordering only one road or more than twenty-five percent (25%) of the area of Home Site bordering two or more adjacent roads.

ARTICLE 10
ABANDONMENT OF CONSTRUCTION

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 six successive months.

ARTICLE 11
RESTRICTIONS ON KEEPING ANIMALS

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

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. Contractor signs are permitted on a Lot or Home Site during periods of active construction.

ARTICLE 13
MAINTENANCE OBLIGATIONS

All property (vacant or occupied) in the said plat shall be kept and maintained by the Owner thereof free of, invasive vegetation, substantially overgrown grass, and other uncontrolled or overgrown vegetation that is not intentionally planted or maintained as part of an established lawn,

garden, or other landscaping.

All such property shall also be kept free of accumulated refuse, debris, or other conditions or objects that create a nuisance, health or safety hazard, or unreasonable interference with the use of neighboring properties.

No, trash, debris, scrap material, or other refuse or garbage cans shall be stored, accumulated or deposited in a manner that creates a substantial visual accumulation when viewed from any neighboring property or street, except for on the day of any refuse collections. Limbs and brush may be accumulated for up to two weeks pending chipping or hauling.

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 Owner or of the Association, provided, however, that drainage systems may be directed toward Lot L, so long as such drainage does not contain or convey hazardous contaminants that could reasonably be expected to cause harm to persons, animals, vegetation, soil, groundwater, or property.

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

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 Governing Documents 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 trails, signage, 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 annual average common expense liability of each Home Site, exclusive of optional user fees and any insurance premiums paid by the Association, shall not exceed four hundred dollars ($400.00), as adjusted pursuant to C.R.S. § 38-33.3-116(3), so as to always remain exempt from the Colorado Common Interest Ownership Act except for Sections 38-33.3-105 to 38-33.3-107.

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, provided that the Special Assessment is approved by the then Owners of sixty-seven percent (67%) of the total area of the Count Pourtales Addition exclusive of streets and Reserved Tracts in compliance as provided in Article 20.

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 maximum Annual Assessment may be increased by the Association's Board of Directors at a rate not to exceed ten percent (10%) per annum cumulated each year thereafter subject to the limitation set forth in Section 16.2. The maximum Annual Assessment may be increased by more than ten percent (10%) with the approval of the then Owners of sixty-seven percent (67%) of the total area of the Count Pourtales Addition exclusive of streets and Reserved Tracts in compliance as provided in Article 20.

Any Assessment that becomes delinquent may be subject to a late charge and interest subject to the Association's Bylaws and Governance Policies and, any such assessment shall constitute a lien in favor of the Association upon the property within the Count Pourtales Addition.

ARTICLE 17
INTERPRETATION OF COVENANTS

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 Compliance With and Enforcement of Governing Documents.

(a) Compliance Required. Every Owner and Resident will comply with the applicable provisions of the Governing Documents.

(b) Association Remedies. The Association may enforce all applicable provisions of the Governing Documents and may impose sanctions for their violation. Sanctions may include, without limitation:

i. imposing reasonable monetary fines, after notice and opportunity for a hearing, which will be a lien upon the violator's Lot;

ii. suspending voting rights;

iii. recording in the real property records a notice of violation identifying any uncured violation of the Governing Documents; and

iv. other remedies provided for in this Declaration or by applicable law.

Legal Action. In addition, the Association may take the following enforcement procedures to seek compliance with the Governing Documents: instituting any civil action to enjoin any violation or to recover monetary damages or both.

Remedies Are Cumulative. All remedies set forth in the Governing Documents are cumulative of any remedies available at law or in equity.

Costs Incurred By Association. If the Association exercises any of its rights pursuant to this section, all costs will be assessed against the violating Owner or Resident and will be a lien against the Lot and Home Site. Additionally, the Association will also be entitled to reasonable attorney fees actually incurred, which will be collected as an assessment.

Failure to Enforce. The Board will have the discretion to determine whether enforcement action in any particular case will be pursued; provided that the Board will exercise judgment, be reasonable and not be arbitrary and capricious. Notwithstanding the above, no right of action will exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so. A decision of the Association not to pursue enforcement action will not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing

Documents.

18.2 Any unpaid assessment, charge, fee, fine or other sums assessed against an Owner or his Home Site, including without limitation, with interest thereon at the rate set forth in the Bylaws together with an administrative charge also set forth in the Bylaws of the Association, court costs and all other collection costs, and reasonable attorney 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 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 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.

18.4 The Board will have the discretion to determine whether enforcement action in any particular case will be pursued; provided that the Board will exercise judgment, be reasonable and not be arbitrary and capricious. Notwithstanding the above, no right of action will exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not

of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so. A decision of the Association not to pursue enforcement action will not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

ARTICLE 19
SEVERABILITY

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

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 sixty-seven percent (67%) of the total area of the Count Pourtales Addition exclusive of streets and Reserved Tracts provided that only Owners in good standing shall be entitled to vote or provide written consent for purposes of this Article 20, and such amendment is adopted in compliance with the procedures of this Article 20. Owners who are not in good standing are not entitled to vote and their Lot(s) do not count towards the calculation of the total area of the Count Pourtales Addition for amendment purposes. 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.

Notice of any meeting at which a proposed amendment will be considered will state the fact of consideration and the subject matter of the proposed amendment. The Association may seek approval of an amendment by mail ballot in accordance with the procedures outlined in the Bylaws. No amendment will be effective until certified by the President and Secretary of the Association and recorded in the El Paso County, Colorado real property records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend these Covenants to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the or into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of

Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

Any action to challenge the validity of an amendment adopted under this article must be brought within one year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

ARTICLE 21
COVENANTS RUNNING WITH THE LAND; FURTHER LEGAL REMEDIES

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

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

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

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
ADDITIONAL PROVISIONS

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

25.2 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.

25.3 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.

25.4 NON-APPLICABILITY 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.

25.5 CONFLICTS: In the event of a conflict between these Third Amended and Restated Covenants and the Articles of Incorporation or Bylaws, these Covenants will control. In the event of a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

Dated as of this ____ day of _____, 20____.

BOARD OF DIRECTORS
COUNT POURTALES ASSOCIATION:

_____
John Fleming
President, Count Pourtales Association

_____
Keith Minihan
Vice President, Count Pourtales Association

_____
Kelly Sung
Treasurer, Count Pourtales Association

_____
Michelle Kohl
Secretary, Count Pourtales Association

_____
Jessica Whiting
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.

EXHIBIT A

PROPERTY INCLUDED IN COUNT POURTALES ADDITION

See attached Map of the Count Pourtales Addition.

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. Legend of all landscape materials. (Location specific)

8. Any other drawings or materials as requested by the Association.

9. Construction schedule showing planned commencement and completion dates for major phases of construction.

10. Application review fee in amount of $_____. ($ amount to be estimated by Architectural

Consultant).

11. 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.

EXHIBIT D

OWNER APPROVALS

See attached.