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**ARTICLES OF INCORPORATION**

**BY-LAWS**

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FILED in the office of the Secretary  
 State of the State of Colorado  
 Nov 7 1974, NOT FOR PROFIT

**ARTICLES OF INCORPORATION  
 OF  
 EASTCLIFFE HOME OWNERS ASSOCIATION**

We, the undersigned, all of whom are residents of the State of Colorado and all of whom are of full body, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I**

The name of the corporation is Eastcliffe Home Owners Association, Inc.

**ARTICLE II**

The principal office of the Corporation is located at 208 Main Street, Westcliffe, County of Custer, Colorado, 81252.

**ARTICLE III**

The address of the initial registered office of the Corporation is 208 Main Street, Westcliffe, County of Custer, Colorado, 81252, and the name of the initial registered agent at such address is John D. Martin.

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

Eastcliffe Home Owners Association, hereinafter called the "Association" does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for road maintenance, architectural control of the residence lots, enforcement of covenants, and for the development, utilization, and maintenance of existing water sources and storage facility thereof located and identified as Tract A within that certain tract of property described as Eastcliffe I, II, III, and IV according to the respective plats thereof, which are recorded in the County of Custer, State of Colorado, and to promote the health, safety and welfare of the residents and property owners within the above described property, and for this purpose, to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in those certain Declarations of Protective Covenants, and By-Laws as adopted by the Association, hereinafter called the "Declarations and By-Laws" applicable to the property and recorded in the office of the Clerk and Recorder of Custer County, Colorado, and as the same may be amended from time to time as provided therein, said declarations being incorporated herein as if set forth in length;

(b) fix, levy, collect and force payment by any lawful means, all charges or assessments pursuant to the terms of the Declarations and By-Laws to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in accordance with Article IX

(thereof) in connection with the affairs of the Association;

(d) borrow money, to mortgage, pledge, deed in trust, or hypothecate and or all of its real or personal property as security for money borrowed or debts incurred; and

(e) have and to exercise any and all powers, rights and privileges which as a corporation organized under the Colorado Non-Profit Corporation Act by law may now or hereafter have or exercise.

**ARTICLE V  
MEMBERSHIP**

SECTION 1. Membership. Every person or entity who is an Owner, hereinafter defined, of any lot which is subject to assessment by the Association shall be a member of the Association. When more than one person is a record owner, or owner in equity of a lot, all such persons shall be members.

No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot, which shall be constituted by each Owner either holding legal title or equitable title, shall be the sole qualification for membership.

SECTION 2. Classes of Membership. The Association shall have one(1) class of membership consisting of all the Owners as defined in Section 1 of Article V.

**ARTICLE VI  
VOTING RIGHTS**

SECTION 1. Members. Those members holding an interest in any one(1) lot shall collectively be entitled to one(1) vote for said lot. The vote for each lot shall be exercised by the owners thereof as they among themselves determine, but in no event shall more than one(1) vote be cast with respect to any lot.

**ARTICLE VII  
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than six (6) Directors, who must be members of the Association. The names and addresses of the three (3) persons who are Eastcliffe lot owners and who are to act in the capacity of the initial directors until the selection and qualifications of their successors and additional three(3) directors are:

NAMES	ADDRESSES
1. John D. Martin	123 Arrawanna Street Colorado Springs, CO. 80909
2. R. Burns Moore	530 Penrose Blvd. Colorado Springs, CO. 80906
3. William A. Tope	18965 Birchwood Way Monument, CO. 80132

At the first annual members meeting, the members shall elect two(2) directors for a term of one(1) year, two(2) directors for a term of two(2) years, and two(2) directors for a term of three(3) years, and at each annual meeting thereafter the members shall elect two(2) directors for a term of three(3) years.

**ARTICLE VIII  
LIABILITIES**

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one(1) time shall not exceed 300(300%) percent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-third(2/3) of the membership.

**ARTICLE IX  
AUTHORITY TO MORTGAGE**

Any mortgage by the Association of the Common Area which is shown as Tract A on the final plat of Eastcliffe III, Custer County, Colorado, shall have the assent of two thirds (2/3) of the entire membership.

**ARTICLE X  
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by no less than two-thirds (2/3) of all members present at a meeting of the members at which a quorum is present at the time the question of dissolution is considered. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as predictable the same as that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

**ARTICLE XI  
DURATION**

The Corporation shall exist perpetually.

**ARTICLE XII  
MEETINGS**

In order to take action under these Articles, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty(30) days nor more than sixty(60) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at the meeting, another meeting may be called for the same purposes subject to the notice requirement set forth above, and the required quorum of such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. The requirements for a quorum as set forth above, shall also apply at regular annual meetings. Annual meetings of the membership shall be at a date, time and place each calendar year as announced and designated by the Board of Directors. Any action required or permitted to be taken at a meeting of the membership may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a vote of the members at a meeting.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, we, the undersigned as natural persons, constituting the incorporators of this Association, have executed these Articles of incorporation this Fourth day of November, 1974.

NAMES	ADDRESSES
John D. Martin Colorado Springs, Colorado 80909	123 Arrawanna Street
R. Burns Moore Colorado Springs, Colorado 80906	530 Penrose Blvd.
William A. Tope Monument, Colorado 80132	18965 Birchwood Way

STATE OF COLORADO

On this day personally appeared before me a Notary Public in and for said County and State, John D. Martin, R. Burns Moore and William A. Tope as natural persons, personally known to me to be the persons whose names are subscribed to the annexed and foregoing Articles of Incorporation, and they and each of them acknowledged to me that they and each of them signed and sealed the said instrument of writing as their free and voluntary act and deed and as the free and voluntary act and deed of each of them, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this FOURTH day of NOVEMBER , A.D. 1974  
Notary Public (Speer)

My commission expires 28 January 1976.

NOTE: Recorded in the office of the Clerk and Recorder, County of Custer, State of Colorado, on November 18, 1974, under Reception NO. 110031, in Book 170, at Page 342.

**BY-LAWS OF EASTCLIFFE HOME OWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME, OFFICES AND MEETING PLACES.**

The name of the corporation is Eastcliffe Home Owners Association, hereinafter referred to as the Association. The principal office of the Corporation and the office of the registered agent shall be located at 208 Main, Westcliffe, County of Custer, Colorado, 81252 or at such other places as designated by the Board of Directors. Meetings of members and directors shall be held at such places within the State of Colorado as shall be designated by the Board of Directors prior thereto.

**ARTICLE II**

**DEFINITIONS**

SECTION 1. "Association" shall mean and refer to Eastcliffe Home Owners Association, its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declarations of Protective Covenants as recorded in Books 165, 165, 166, and 167 at Pages 114, 538, 144, and 766 respectively in the Office of the Clerk and Recorder, County of Custer, State of Colorado, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

SECTION 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

SECTION 6. "Owner" shall mean and refer to the owner, whether one or more persons or entities of the fee title or holder of equitable interest to any lot which is a part of the Properties, except an Owner who holds title or interest in any said lot merely as security for the performance of an obligation. Provided however that where there is an owner of fee simple title and a holder of equitable interest in any lot, only the holder of the equitable interest shall be deemed an owner for membership purposes.

SECTION 7. "Declarant" shall mean and refer to Eastcliffe Lands, Inc.

SECTION 8. "Developer" shall mean and refer to Eastcliffe Lands, Inc.

SECTION 9. "Declarations" shall mean and refer to the Declarations of Protective Covenants and By-Laws as adopted by this Association applicable to the Properties recorded in the office of the Clerk and Recorder of Custer County, Colorado.

SECTION 10. "Architectural Control Committee" shall mean the Committee of Three (3) or more persons appointed by the Board of Directors of the Eastcliffe Home Owners Association, Inc. to review and approve the plans for all improvements constructed on the Properties.

**ARTICLE III  
MEMBERSHIP**

SECTION 1. Membership. Every person or entity who is an owner of a fee, undivided fee interest or equitable interest in any lot which is subject to the covenants of record as filed on Eastcliffe I, II, III, and IV, Custer County, Colorado, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to any, and may not be separated from, ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

SECTION 2. Suspension of Membership Rights. During any period in which a member shall be in default in the payment of any annual assessment levied by the Association, the voting rights and right to use the Common Area and its facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

**ARTICLE IV  
VOTING RIGHTS**

SECTION 1. Members. Those members holding an interest in any one(1) lot shall collectively be entitled to one(1) vote for said lot. The vote for each lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one(1) vote be cast with respect to any lot.

**ARTICLE V  
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

SECTION 1. Each member and all members of his family who reside with him on his lot and his house guests shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declarations and these By-Laws. Any member may delegate his rights of enjoyment of the Common Area and facilities to his tenants or contract purchasers, who reside on the property. Such member shall notify the Secretary of the Association in writing of the name of any members of his family and any such delegates are subject to suspension to the same extent as those of the member.

**ARTICLE VI  
PROPERTY RIGHTS IN THE COMMON AREA**

SECTION 1. Common Area Defined. The Common Area consists of Tract A, Eastcliffe III, which is legally described and shown on a subdivision plat map which is recorded in the County of Custer, State of Colorado.

SECTION 2. Title to Common Area. The Declarant agrees to convey title to the Tract A, Eastcliffe III including title to the developed water thereon to the Association free and clear of all liens and encumbrances upon the recording of these adopted By-Laws as ratified by a two thirds(2/3) majority of all Eastcliffe property owners. Until the conveyance of said title, each and every owner shall have the right to the full use and benefit of the Common Area.

SECTION 3. Member's Easement of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following rights of the Association:

(a) The right of the Association, as provided in its Articles of Incorporation and By-Laws, to suspend the voting rights and to the use of the Common Area of a Member or members of his family for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) The right of the Association to dedicate or transfer all or any part of the Common Area or appurtenance thereunto to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to purpose or as to conditions thereof, shall be effective unless an instrument signed by the Members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication' or transfer and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty(30) days and not more than sixty(60) days in advance.

(c) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage or otherwise encumber said Common Area and its appurtenances shall require assent of two-thirds (2/3) of the entire membership.

SECTION 4. Any Member may, in accordance with the By-Laws, share his right of enjoyment to the Common Area with the members of his family or delegate it to his tenants or contract purchasers.

#### ARTICLE VII

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than six (6) directors, who must be members of the Association.

SECTION 2. Election. At the first annual meeting, the members shall elect two(2) directors for a term of one year, two(2) directors for a term of two(2) years and two(2) directors for a term of three(3) years; and at each annual meeting thereafter the members shall elect two(2) directors for a term of three(3) years.

SECTION 3. Removal. At any meeting of members, the notice which indicates such purpose, directors may be removed in the manner provided in this Section. The entire Board of Directors or any lesser number may be removed, with or without cause, by a vote of two-thirds (2/3) of the members then entitled to vote at an election of directors. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written ratification of the majority of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE VIII  
MEETINGS OF DIRECTORS**

SECTION 1. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two(2) directors, after not less than three (3) days notice to each director.

SECTION 2. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

**ARTICLE IX  
NOMINATION AND ELECTION OF DIRECTORS**

SECTION 1. Nomination. Nomination for election to the Board of Directors shall, be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of the Chairman, who shall be a member of the Board of Directors, and two(2) or more members of the Association. The Nominating Committee shall be appointed by the Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members.

SECTION 2. Election. Election to the Board of Directors shall be by voice vote or secret written ballot, whichever may be the desire of the majority of the membership at any given meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV of these By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE X  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

SECTION 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, the laws of Colorado, or the Declarations;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without a valid excuse approved by the Board; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(e) appoint such committees as deemed necessary by the Board of Directors.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided herein to:

(1) fix the amount of the assessment against each lot at least thirty(30) days prior to the commencement of each fiscal year of the Association end as hereinafter provided in Article XV, and

(2) send written notice of any change in the assessment to every owner subject thereto at least thirty(30) days in advance of the effective date of any change in the assessment;

(d) bill and collect assessments on a monthly, quarterly or annual basis as it deems necessary;

(e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; occurrences in the Eastcliffe Subdivisions unless such damage; (procure and maintain adequate liability and hazard insurance on property owned by the Association)

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Common Areas and roads to be maintained.

(h) appoint the Architectural Control Committee as provided in Article XII, of these By-Laws.

SECTION 3, Indemnification

Board Members, officers and committee members of the Eastcliffe Homeowners Association shall not be liable for any damage or injury to members of Eastcliffe Homeowners Association or others because of actions or omissions of said board members, officers or committee members in their official capacity.

#### **ARTICLE XI COMMITTEES**

SECTION 1. The Board of Directors shall appoint an Architectural Control Committee and a Nominating Committee, and such other committees is may deem necessary, as provided in these By-Laws.

SECTION 2. It shall be the duty of each committee to receive complaints from members on any matter involving the Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director, or officer of the Association as is further concerned with the matter presented.

## ARTICLE XII

### ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Appointment. The Board of Directors shall appoint not less than three(3), nor more than six(6) persons who must be Members of the Association to serve as the Architectural Control Committee to serve at the pleasure of the Board.

SECTION 2. Architectural Control. No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and to topography and finished grade elevation. If action to approve or disapprove plans as submitted is not taken within thirty (30) days, approval is automatic.

SECTION 3. Assignment. For the purpose of this article, the Declarant hereby irrevocably assigns its responsibility for architectural control to the Board of Directors and such architectural committees as the Board of Directors may appoint.

## ARTICLE XIII

### MEETINGS OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the members shall be held in the month of March 1975, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter, at the day, hour and place designated by the President or Board of Directors.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the President or Vice President of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty(30) days and not more than sixty(60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of the votes of the membership shall constitute a quorum for any action except as

otherwise provided in the Articles of Incorporation or these By-Laws. If, ever, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

#### ARTICLE XIV OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Offices. The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time, by resolution, create.

SECTION 2. Election of Officers. The election of officers shall take place at the initial meeting of the Board of Directors and at the first annual meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until his successor is elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Associations may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 5. Resignation and Removal. Any officer may be removed from office with cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office may be filled in the manner prescribed in Section 2 of Article XIV. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties. The duties of the officers are as follows:

##### President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

**Vice-President**

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**Treasurer**

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

**ARTICLE XV  
ASSESSMENTS**

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. By these By-Laws each member is deemed to covenant and agree to pay to the Association: annual assessments or charges. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and said personal obligation shall not pass to his successors in title unless expressly assumed by them.

Assessments levied upon lots shall be a perpetual lien upon said lots, or against the equitable interest of a holder thereof, until such assessments and any interest, penalties and charges which may accrue thereon shall have been paid or the conditions occur as hereinafter specified; but such liens shall be subordinate to the lien of any trust deed or mortgages. Sale or transfer of any lot shall not affect the assessment lien.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

**FIRST AMENDMENT TO THE  
BY-LAWS OF EASTCLIFFE HOME OWNERS ASSOCIATION, INC.**

**Amendment 211407**

**This AMENDMENT is made this 29 day of October, 2008**

**RECITALS**

Eastcliffe Home Owners Association, Inc., a Colorado nonprofit corporation ("Association"), certifies that:

The Association desires to amend its Bylaws currently in effect as follows: The provisions set forth in this Amendment supersede and replace the provisions set forth in the existing Bylaws. Pursuant to Article XVIII, Section 1 of the existing Bylaws, a 2/3 majority of a quorum of members present in person or by proxy, at a regular or special meeting of the members, have voted for and approved this Amendment.

**NOW THEREFORE**, the Bylaws of the Association are hereby amended as follows:

**I. Amendments.** The Bylaws are amended as follows:

**(a) Repeal and Restatement. Article XV, Section 1 is hereby repealed in its entirety and the following Article XV, Section 1 is substituted:**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

By these By-Laws each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, as further clarified below. The annual or special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and said personal obligation shall not pass to his successors-in-title unless expressly assumed by them.

The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of: (1) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area, including fixtures and personal property related thereto, (2) addressing any operating deficits or unbudgeted costs, fees or expenses, or (3) for any other purpose deemed necessary and appropriate by the Board of Directors; provided that any such Assessment shall have the approval of two-thirds (2/3) of the members, present in person or by proxy, at a regular or special meeting of the members at which a quorum is present. Special assessments may be payable in installments extending beyond the fiscal year in which the special assessment is approved. The Board shall have the right to require that special assessments be paid in advance of the provision of the subject services or materials.

Assessments levied upon lots shall be a perpetual lien upon said lots, or against the equitable interest of a holder thereof, until such assessments and any interest, penalties and charges which may accrue thereon shall have been paid or the conditions occur as hereinafter specified; but such liens shall be subordinate to the lien of any trust deed or mortgages, except as otherwise provided by law. Sale or transfer of any lot shall not affect the assessment lien.

Section 2. **NO Other Amendments.** Except as amended by the terms of this Amendment and previous amendments, the Bylaws shall remain in full force and effect.

**Signature: Susan Davidson, Sec. Treas. October, 2008**

**Notary Public: Elizabeth Sandstone**

SECTION 3. Basis and Maximum of Annual Assessments. Each lot shall be subject to an annual assessment. The Board of Directors shall fix the annual assessment within the maximum amount, and may raise or lower said annual assessment amount within said maximum as they may deem necessary at their discretion.

(a) The maximum annual assessment may be increased by the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting of the members, written notice of which setting forth the fact that the question of the change in assessment limit shall be considered, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting.

SECTION 4. Uniform Rate. The annual assessment must be fixed at a uniform rate for all of the membership.

SECTION 5. Date of Commencement of Annual Assessment: Due Dates.

The annual assessment provided for herein shall commence as to each Eastcliffe lot on the first day of January in the calendar year following that in which these By-Laws are formally adopted and ratified by a two-thirds (2/3) majority of all Eastcliffe lot owners and recorded in Custer County, Colorado, and on the first day of January of each succeeding year thereafter. The annual lot assessment shall be due and payable for the calendar year no later than the first(1st) day of April.

SECTION 6. Effect of Non-Payment of Assessments: Remedies of the Association.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the rate of eight (8) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing the filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

SECTION 7. Exempt Property. The following property subject to the Declarations shall be exempt from the assessments, charges and liens created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use:
- (b) Tract 'A', Eastcliffe III, Custer County, Colorado, which is the Common Area that shall be deeded to the Association

SECTION 8. Billing. The Secretary shall prepare an Annual Lot Assessment Fee Statement and forward it by mail to each Eastcliffe lot owner not later than the thirty-first (31st) of each January of the calendar year for which the annual

assessment is due and payable. Such Statements to each member will be addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving the Statement.

**ARTICLE XVI  
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declarations, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member.

**ARTICLE XVII  
CORPORATE SEAL**

The Board of Directors shall provide a corporate seal which shall be in form of a circle and shall have inscribed thereon the name of the corporation.

**ARTICLE XVIII  
AMENDMENTS**

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a two-thirds(2/3) majority of a quorum of members present in person or by person or by proxy, provided that the members receive written notice of the general subject of the proposed amendments at least thirty (30) days prior to the meeting at which the amendments are to be voted upon.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declarations and these By-Laws the By-Laws shall control.

**ARTICLE XIX  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first (1<sup>st</sup>) fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all the directors of Eastcliffe Home Owners Association, Inc., hereby adopt these By-Laws this fourth day of November, 1974, subject to the ratification of two-thirds (2/3) of the members.

EASTCLIFFE HOME OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary-Treasurer

I/We, the undersigned, owner(s) of Lot(s) \_\_\_\_\_  
Eastcliffe \_\_\_\_\_, County of Custer, State of Colorado, do/does hereby ratify(s) and accept the foregoing By-Laws of the Eastcliffe Home Owners Association, Inc., and hereby appoints John D. Martin as my/our Attorney in Fact to subscribe my/our signature(s) to the original By-Laws of Eastcliffe Home Owners Association, Inc. for the purpose of recording same in the Clerk and Recorder's office of Custer County, Colorado.

IN WITNESS HEREOF I/We have hereunto subscribed my/our name(s) and affixed my/our hand(s) and seal(s) this date \_\_\_\_\_

NOTE: The foregoing By-Laws having been ratified by the Eastcliffe Home Owner's Association, Inc. membership, were filed and recorded in the office of the Clerk and Recorder, County of Custer, State of Colorado, on January 3, 1975, under Reception NO. 110228, in Book 170, at Page 501.

00223159    *The following consolidated Protective Covenants were filled on April 24, 2014 03:05P Book: 736 Page 186 Debbie Livengood-Custer County Clerk Colorado*

**CONSOLIDATED DECLARATION OF PROTECTIVE COVENANTS  
FOR  
EASTCLIFFE I, II, III, AND IV**

**R E C I T A L S:**

A.     On November 2, 1970, Eastcliffe Lands, Inc., a Colorado corporation, submitted the real property described in that certain Declaration of Protective Covenants for Eastcliffe I recorded in the real property records of Custer County, Colorado at Reception No. 104479 in Book 165 at Page 124 to its covenants, conditions and restrictions, as amended by that certain Amendment to the Protective Covenants recorded June 21, 2002 at Reception No. 0192095 in Book 432 at Page 168 (collectively, the "Filing I Declaration");

B.     On June 2, 1971, Eastcliffe Lands, Inc., a Colorado corporation, submitted the real property described in that certain Declaration of Protective Covenants for Eastcliffe II recorded in the real property records of Custer County, Colorado at Reception No. 105031 in Book 165 at Page 538 to its covenants, conditions and restrictions, as amended by that certain Amendment to the Protective Covenants recorded June 21, 2002 at Reception No. 0192094 in Book 432 at Page 167 (collectively, the "Filing II Declaration");

C.     On January 10, 1972, Eastcliffe Lands, Inc., a Colorado corporation, submitted the real property described in that certain Declaration of Protective Covenants for Eastcliffe III recorded in the real property records of Custer County, Colorado at Reception No. 105874 in Book 166 at Page 144 to its covenants, conditions and restrictions, as amended by that certain Amendment to the Protective Covenants recorded June 21, 2002 at Reception No. 0192096 in Book 432 at Page 169 (collectively, the "Filing III Declaration");

D.     On July 3, 1973, Eastcliffe Lands, Inc., a Colorado corporation, submitted the real property described in that certain Declaration of Protective Covenants for Eastcliffe IV recorded in the real property records of Custer County, Colorado at Reception No. 107976 in Book 167 at page 766 to its

covenants, conditions and restrictions, as amended by that certain Amendment to the Protective Covenants recorded July 17, 2012 at Reception No. 00219291 in Book 696 at page 155 (collectively, the "Filing IV Declaration" (collectively, the "Original Declarations") Book 696 at Page 155 (collectively, the "Filing IV Declaration") (collectively, the "Original Declarations")

E. The Owners within the Eastcliffe I, II, III, and IV communities (collectively, the "Community") subject to the Original Declarations desire to consolidate the Original Declarations into one consolidated document by virtue of this Consolidated Protective Covenants for Eastcliffe I, II, III, and IV ("Consolidated Declaration"), and intend, upon the recording of this Consolidated Declaration, that the Original Declarations shall be superseded and replaced by this Consolidated Declaration; and

F. The Original Declarations provide for and allows for this Consolidated Declaration in Paragraphs 27 of the Filings I, II, and III Declarations and in Paragraph 28 of the Filing IV Declaration, which provide as follows:

These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or in part.

G. All Owners are aware of the provisions of the Original Declarations allowing for amendment, by virtue of the record notice of the Original Declarations, by acts and disclosures, newsletters or notices of the Association and by other means;

H. The amendments within this Consolidated Declaration have been prepared and determined by the Association and by the Owners that have approved this Consolidated Declaration to be reasonable and not burdensome;

I. The purpose of this Consolidated Declaration is to combine all of the Original Declarations into one document, and to remove references to the developer and replace those with references to the Association where appropriate.

J. The purpose of the Association as provided in the Original Declarations is to preserve the value and desirability of the community and the lots and to further the interests of the residents of the community and members of the Association; and

K. Pursuant to the requirements set forth in Paragraphs 27 or 28 of the Original Declarations, at least a majority of the owners of the tracts within each of Filings I through IV, separately, have approved this Consolidated Declaration.

NOW THEREFORE, the Original Declarations are replaced, superseded, and consolidated by the covenants, servitudes, easements and restrictions set forth below and all property set forth in Exhibit A of this Consolidated Declaration shall be subject to this Consolidated Declaration:

1. **Architectural Control**: No structure, including walls and fences, shall be erected, converted, placed, added to or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved in writing by the Eastcliffe Home Owners Association ("Association") as to quality of workmanship and materials, harmony of external design with existing structures and to topography and finished grade elevation. If action to approve or disapprove plans as submitted is not taken by the Association within thirty (30) days, approval is automatic.

2. **Building Use and Type**: (see amendment section) All lots not designated on the plats of the community as being for business or commercial use shall be restricted to residential use either as vacation homes or year round dwellings. Such structures shall be only one family dwelling and shall be for residential use only. Auxiliary buildings or structures usual to a residence may be erected or placed thereon. Not more than one dwelling shall be erected or placed on any lot except that one guest house which shall consist of not less than 600 square feet on the ground floor level may be erected in addition to the main dwelling. Private stable, shed or animal shelter with no minimum dimensions shall be permitted provided such are not used for any commercial purposes and subject to approval by the provisions of paragraph one (1) above. This covenant does not preclude, in Eastcliffe IV only, the erection and construction of a modular home with a pitched roof on a permanent foundation so as not to have the appearance of a mobile home.

3. **Dwelling Size**: No dwelling shall be erected or placed on any lot unless such dwelling has a ground floor area of not less than 600 sq. ft. exclusive of garages, carports, open porches, patios, or court areas.

4. **Temporary Residences**: No basement, shed, tent, trailer, trailer house, or mobile home, or structure of a temporary nature may be used as temporary or permanent living quarters. This covenant does not preclude vacation camping in tents, trailer or campers for a period not to exceed thirty (30) continuous days.

5. **Building Location**: No building shall be erected nearer than one-hundred (100) feet to any boundary along a street, or so that any part of said building is closer than twenty-five (25) feet to any of the other boundary lines of said premises. In case of single ownership of more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.

6. **Time of Construction**: Once construction is started the exterior portion of it must be completed within 12 months.

7. **Fencing**: Fencing which is constructed on lot lines contiguous to road right of ways as shown on the recorded plats of the Community must be placed no further outward from the center of any lot than the interior easement line which is indicated by notes on said plats. Fences may be constructed on interior lot lines in contradiction of Paragraph 8 of these covenants except that in such case the lot owner shall be liable for expenses or damage, repair and replacement of such fencing as may be incurred by the installation of any utility systems. Any utility entity, either public or private shall have the right to breach any fencing or other obstructions located on a utility easement for purposes of construction and servicing without incurring any liability for damage thereto.

8. **Easements**: Easements for installation and maintenance of utilities, roadways, bridle paths, hiking trails and such other purposes incident to development of the property as reserved and shown by notes on the recorded plats of the Community, will be kept open and readily accessible for use, service and maintenance.

9. **Obstructions to Vision at Intersections**: No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitation shall apply on any tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or access road on any tract.

10. **Nuisance**: Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities shall be carried on upon any tract.

11. **Garbage and Refuse Disposal**: No part of the property in the Community or below ground shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste. At all times the property shall be maintained in a sanitary condition.

12. **Clothes Drying Area**: Outdoor clothes drying will be permitted only in the rear yard and in the case of corner lots must be not closer than sixty (60) feet from the side street line. Only rotary-type clotheslines shall be installed on the premises.

13. **Signs**: All signs displayed upon any of the premises or tracts must be first approved by the Association. This covenant does not preclude the display of builders or realty-type signs, or small professional signs, not to exceed one (1) square foot in area per side. The Association reserves the right, however, to require modification or removal of such signs if they are deemed not to be in keeping with the area and subdivision decor.

14. **Water and Sewage**: All water wells and sewage disposal systems placed upon any tract shall comply with the zoning requirements of Custer County and the State of Colorado Health Department. No sewage tank or field system shall be nearer than fifty (50) feet to any tract line except with the consent of the appropriate health official of the State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any tract. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper sewage tank system.

a. **Water Wells**: A permit for the construction of a domestic water well on any lot in the community must be obtained from the office of the State Engineer, Division of Water Resources, Department of Natural Resources, 101 Columbine Building, 1845 Sherman Street, Denver, Colorado 80203. Such permit must be for water which will be used for household purposes only.

b. **Sewage**: A permit for the construction and installation of an on site sewage system on any lot in the Community such as a conventional septic tank and

leach field must be obtained through the Custer County Zoning/Health Officer. Soils and percolation factors must meet the standards for such systems as prescribed by the State of Colorado Department of Health. In the event that soil conditions preclude the use as a conventional leach field at the desired location, then approval through the Custer County Zoning Health Officer must be obtained for the installation of an alternate type individual sewage system such as an Aerobic type system which is approved by the State of Colorado Department of Health.

**15. Animals:** No animals, livestock or poultry of any kind shall be housed, raised or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic pets may be kept provided they are not kept or maintained for any commercial purposes and except that one horse for each two acres of land owned may be kept for recreational purposes. No stables, corrals, or any structure for the housing or feeding of horses shall be located or placed closer than fifty (50) feet to any adjoining lot line nor closer than one hundred (100) feet to a public street. All stables, corrals, or any structure for the housing or feeding of horses shall be approved as to location and design by the Association and shall be maintained in compliance with all lawful sanitary regulations. In case of single ownership of more than one tract then the setback restrictions of this covenant concerning horses shall apply to the parcel as a whole. Horses, pets or any other animals as authorized under this covenant, shall not have free rein in the Community, and shall be contained on the property of their owner.

**16. Fire Prevention:** The following fire prevention measures shall be adhered to and complied with throughout the Community:

**a.** All chimneys and fireplaces shall have a protective wire screen inside the chimney near the top to prevent any burning/ignited particles from escaping said chimney.

**b.** All structures shall be designed and constructed to prevent the accumulation of trash and debris underneath the structure. A building permit must be obtained from the Custer County Zoning Officer.

**c.** Should any tract owner elect to install a water storage cistern, such cistern shall have an opening of no less than four (4) inches in diameter which shall be accessible to the hose of the Eastcliffe water/fire tank truck for the purpose of filling the cistern for domestic water use or withdrawing water from the cistern for fire fighting.

**d.** Reasonable preventions shall be taken against all fire hazards, and no outdoor burning of any kind shall be permitted upon the premises (except for cooking) unless in an approved incinerator with ash control.

**17. Mining Operations:** No oil, gas, coal, sand, gravel, or other mineral development, drilling, refining, quarrying, mining crushing manufacturing, or processing operations of any kind shall be permitted upon or in any portion of the property; nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted. The foregoing shall not be construed to prevent the drilling of water wells to serve the premises for domestic purposes.

**18. Preservation of Natural Timber:** Live trees shall not be removed or damaged, except as required for on-site construction, conservation and soil erosion purposes.

19. **Hunting and Use of Firearms**: No hunting of any kind shall be permitted in any of the areas covered by these covenants. Further, no use of or discharge of firearms shall be permitted within any of the land area herein covered.

20. **Fireworks**: The use of or discharge of fireworks of any kind in the area covered by these covenants shall be expressly forbidden.

21. **Driveways**: Culverts in size as prescribed by the Custer County Department of Roads, but in no event less than one (1) foot in diameter, must be installed at road entrance driveways in all instances in which proper drainage would otherwise be obstructed.

22. **Drainage**: Nothing shall be done on any lot which will obstruct or prevent the natural and/or proper flow of drainage. Also, no earth work shall be done which would destroy or damage the function of existing soil erosion earth construction. Further, no dwelling or residence shall be sited in a natural drainage area or an area subject to inundation as determined by the Custer County Zoning Office.

23. **Storage**: No lot may be used for the storage of property in the open, except that building materials intended for use in the erection of a building or auxiliary structure on the premises may be kept in the open during the construction period, but not to exceed six months in any event. No motor vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than 30 days in any calendar year. Any such vehicle which does not display current and valid license plates, and safety inspection sticker where required by state law, shall be deemed to be in a "non-operating condition".

24. **Eastcliffe Home Owners Association**: There is hereby established an Eastcliffe Home Owners Association consisting of all lot owners in the Community. The board of directors shall be responsible for architectural control, enforcement of all covenants as contained herein, and road maintenance not performed by Custer County, and general government of ensuing Bylaws of the Eastcliffe Home Owners Association.

25. **Water Development Easement**: ~~Not applicable~~(deleted and vacated per joint resolution #115113 dated July 18, 1977, recorded with Custer County Clerk Book 173, page 298) the Water Development Easement located on portions of Tracts 80,81 and 82 as and described on the recorded plats of Filing IV is for the rights and purposes of:

a. Spring water development or any other improvements by the Eastcliffe Home Owners Association.

b. Recreational use and enjoyment of all tract owners in the Community, including their families and guests.

c. No private structures shall be erected nor leaching fields constructed on said easement.

d. Driveway access may be constructed on and across said Easement by owners of tracts 80, 81 and 82.

e. All adjudicated and decreed water rights appurtenant to said easement shall vest with the Eastcliffe Home Owners Association.

26. **Re-Subdividing**: Normally, further division of tracts as shown on the recorded plats of the Community will not be permitted. It is the intent of these covenants that all tracts within the Community shall be a minimum of five (5) acres. In the event a tract owner in the Community presents a request for

permission to re-subdivide, and can show sufficient justification, the Association will afford all possible consideration. Should such permission be granted, the re-subdivider must comply with all laws and ordinances of Custer County and the State of Colorado involving zoning, subdivision and health and sanitation standards. In no event will the Association permit re-subdivision in any instance whereby the esthetic values, natural amenities and pollution and contamination control would be detrimental to other tracts and owners within the Community. This covenant shall not apply to Tract #80 in Eastcliffe IV due to its large size, but in no event shall this tract be re-subdivided into tracts less than 35 acres in size.

**27. Right of Eastcliffe Home Owners Association:** Eastcliffe Home Owners Association., its successors or assigns, expressly reserves the right:

a. from time to time to amend or revoke any restrictive covenants then in existence, but no such amendment or revocation shall apply to tracts that are sold prior thereto without the written consent of a majority of the then owners of any such tracts.

b. to enter into agreements with the grantee of any lot or lots (without the consent of the grantee of other tracts or adjoining or adjacent property) to deviate from those conditions, restrictions, limitations and agreements herein set forth, and any such deviation which shall be manifested by agreement in writing shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said sub-division, and the same shall remain fully enforceable on all other tracts located in the said subdivision by the original Sub-divider its successors or assigns, and the grantees of other lots except as against the tract where such deviation is permitted.

**28. Term and Amendment of Covenants:** These covenants and restrictions are to run with the land and shall remain in full force and effect for twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, changing said covenants in whole or part.

**29. Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Association, its agents or assigns, further reserves the right, whenever there shall have been an obvious violation of one or more of the provisions of these covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court or any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

**30. Eastcliffe Home Owners Association:** Eastcliffe Home Owners Association may assign any and all its rights, powers, obligations and privileges under this instrument to any corporation, association or person.

31. **Separability:** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the president and the secretary of Eastcliffe Home Owners Association hereby certify that the Association has obtained written approval of this Consolidated Declaration from owners representing a majority of all tracts within each of Eastcliffe I, II, III, and IV, separately.

**Eastcliffe Home Owners Association,  
a Colorado nonprofit corporation**

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Declaration was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as President of Eastcliffe Home Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Declaration was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

as Secretary of Eastcliffe Home Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

**EXHIBIT A  
PROPERTY****Filing I:**

A Subdivision located mostly in the S1/2 NE1/4 and N1/2 SE1/4, Section 9 Township 23, South, Range 71 West of the Sixth Principal Meridian, according to the Recorded Plat thereof in the Office of the County Clerk and Recorder, County of Custer, State of Colorado.

**Filing II:**

A Subdivision located mostly in the S1/2 SE1/4 and SE1/4 SW1/4, Section 9 Township 23, South, Range 71 West of the Sixth Principal Meridian, according to the Recorded Plat thereof in the Office of the County Clerk and Recorder, County of Custer, State of Colorado.

**Filing III:**

A Subdivision located mostly in the NE1/2 NE1/2, Section 17, SE1/4 SE1/4, SE1/4 NE1/4, Section 8, S1/2 NW1/4, N1/2 SW1/4, SW1/4 SW1/4, Section 9, Township 23, South, Range 71 West of the Sixth Principal Meridian, according to the Recorded Plat thereof in the Office of the County Clerk and Recorder, County of Custer, State of Colorado.

**Filing IV:**

A Subdivision located mostly in the S1/2 Section 10, N1/2, NW1/4, NE1/4 Section 15, and Easterly Portion of the SE1/4 Section 9, Township 23, South, Range 71 West of the Sixth Principal Meridian, according to the Recorded Plat thereof in the Office of the County Clerk and Recorder, County of Custer, State of Colorado.

**DECLARATION OF PROTECTIVE COVENANTS FOR EASTCLIFFE AMENDMENTS**

**AMENDMENT for paragraph two(2), Eastcliffe Covenants:**

# 192094 June 13, 2002  
 # 192095 June, 2002  
 # 182996 June 2002  
 # 219291 July 17, 2012

**From: Paragraph 2**

**Building Use and Type:** All lots not designated on the Plat as being for business or commercial use shall be restricted to residential use either as vacation homes or year round dwellings. Such structures shall be only one family dwelling and shall be for residential use only. Auxiliary buildings or structures usual to a residence may be erected or placed thereon. Not more than one dwelling shall be erected or placed on any lot except that one guest house may be erected in addition to the main dwelling. Private stable, shed or animal shelter with no minimum dimensions shall be permitted provided such are not used for any commercial purposes and subject to approval by the provisions of paragraph one(1) above.

**To: Paragraph 2**

**Building Use and Type:** All lots not designated on the Plat as being for business or commercial use shall be restricted to residential use either as vacation homes or year round dwellings. Such structures shall be only one family dwellings and shall be for residential use only. Home construction shall be limited to those units which are conventional in design, and which are constructed on site, using conventional materials, in such a way as to blend with the environment. Such plans must be approved by the Architectural Control Committee prior to construction. Auxiliary building or structures usual to a residence may be erected or placed thereon. Not more than one dwelling shall be erected or placed on any lot except that one guest house which shall consist of not less than 600 square feet on the ground floor level may be erected in addition to the main dwelling. Private stable, shed or animal shelter with no minimum dimensions shall be permitted provided such are not used for any commercial purposes and subject to approval by the provisions of paragraph one(1) above.

The purpose of this statement is to preclude the permanent placement of structures that are built off site: Trailers, mobile homes, double-wides, manufactured homes, metal buildings, etc., and for those brought to the site in entirety, or in sections, by means of any conveyance, for the purpose of final construction. This restriction does not apply to log homes that are pre-built in a builder's yard, disassembled, and then brought to the site, as a load of logs, for assembly. This statement does not preclude modular homes on permanent foundations in Eastcliffe IV only.

**POLICY GUIDANCE FOR THE ARCHITECTURAL COMMITTEE OF THE EASTCLIFFE HOMEOWNERS ASSOCIATION GIVEN AS A SUPPLEMENT AND CLARIFICATION TO THE COVENANT RESTRICTIONS.**

This guidance must be read with and in context with the restrictive covenants for each subdivision.

1.. Singlewide pre-manufactured trailer houses, modulars or mobile homes are not allowed. Under certain circumstances doublewide modulars are allowed in Eastcliffe IV. (See Eastcliffe IV covenants). Based on the covenants modulars have not been allowed in the remaining Eastcliffe additions.

2.. Simple geodesic domes have not been allowed because they do not harmonize with existing architecture.

3.. Approval of Plans should only be good for five years. If the building is not constructed within that time then re-approval is necessary. The above statement should appear in approvals.

4.. Location of building sites or construction etc. as to hazards, rights of way other than roads are the responsibility of the lot owner. This statement should appear in approvals.

5.. Plans are approved for general appearance only. The responsibility for details of construction, safety of design and proper construction so as to prevent property loss, injury, or life threatening situations is the responsibility of the lot owner. The above statement should appear on approvals.

6.. It is the responsibility of the lot owner to conform to all state and local building codes and planing and zoning regulations. The above statement should appear on all approvals.

For the Eastcliffe Homeowners Association  
Board of Directors

Richard M. Kehr, President      7/8/91