

EXHIBIT A

DATE FILED
April 10, 2026 10:52 AM

THE FOLLOWING THREE DOCUMENTS ARE ATTACHED:

- (a) Existing Articles of Incorporation of Gleneagle Civic Association**
- (b) Existing Bylaws of Gleneagle Civic Association**
- (c) Existing Restated Declaration of Covenants, Restrictions and Charges for Gleneagle**

NONPROFIT

ARTICLES OF INCORPORATION
OF
GLENEAGLE CIVIC ASSOCIATION,
a Colorado Nonprofit Corporation

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SECRETARY OF STATE
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The undersigned adult natural person, acting as incorporator, hereby establishes a nonprofit corporation pursuant to the Colorado Nonprofit Corporation Act and adopts the following Articles of Incorporation:

Ray Berg
190 Huntington Beach Drive
Colorado Springs, CO 80921

ARTICLE I
Name

The name of the corporation is Gleneagle Civic Association (the "Association").

ARTICLE II
Duration

The Association shall have perpetual existence.

ARTICLE III
PURPOSES

The purposes and objectives for which this Association is formed (none of which shall be for pecuniary profit) are:

1. To be a unit owners' association as defined in the Colorado Common Interest Ownership Act, § 38-33.3-101, et seq., C.R.S. affecting the real property located in the Subdivision as defined below, and to provide a means of self-government for the owners of the property within said project to advance their common interests with respect to the Subdivision. The "Subdivision" shall mean real properties located in El Paso County as described by the following documents which shall collectively be referred to as the "Declarations":

- A. Restated Declaration of Covenants, Restrictions and Charges for Gleneagle recorded May 2, 1983 in Book 3714 at Page 599 (the "1983 Covenants") in which the following property was made subject to the 1983 Covenants:
 - (1) Donala Subdivision No. 1, except (i) Lots 1 and 2 in Block 1; (ii) Lot 1 in Block 2; and (iii) Tracts C and D; and

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- (2) Donala Subdivision No. 2, except (i) Lot 8 in Block 12; (ii) Lot 1 in Block 18, (iii) Block 21, (iv) Lot 7 in Block 25, and (v) Tracts P and R.
- B. Amendment to Declaration recorded January 28, 1985 in Book 3965 at Page 917.
- C. Declaration recorded January 28, 1985 in Book 3965 at Page 919 in which the following property was made subject to the 1983 Covenants: All of the single family Lots in Gleneagle Filing No. 2, a vacation and replat of a portion of Donala Subdivision No. 3, subject to the withdrawal of Lots 1-13 of Gleneagle Filing No. 2 as referenced in paragraph (1) below.
- D. Declaration recorded September 11, 1986 in Book 5235 at Page 292 in which the following property was made subject to the 1983 Covenants: Lots 1 and 2 in Golf Links Subdivision, a replat of Lot 16, Block 18 and a portion of Tract P Donala Subdivision No. 2
- E. Declaration recorded January 25, 1984 in Book 3828 at Page 567 in which the following property was made subject to the 1983 Covenants: Blocks 30, 31 and 32 of Donala Subdivision No. 3.
- F. Covenants, Declarations and Charges for Gleneagle Filing No. 1, a vacation and replat of a portion of Donala Subdivision No. 3, recorded February 14, 1984 in Book 3835 at Page 559 (the "1984 Covenants") in which the following property was made subject to the 1984 Covenants: Gleneagle Filing No. 1, Blocks 1, 2, 3 and 4, a vacation and replat of Blocks 33, 34 and 43 of Donala Subdivision No. 3 and amendment thereto recorded January 28, 1985 in Book 3965 at Page 926.

The following recorded documents and property are not affected by these Articles of Incorporation:

- (1) A Deletion and Withdrawal of Property from Declaration recorded July 8, 1993 in Book 6211 at Page 1100 pursuant to which the following property was withdrawn and deleted from the 1983 Covenants: Lots 1-13 Gleneagle Filing No. 2.

- (2) Amendment to Declaration affecting Lot 2, Golf Links Subdivision recorded December 30, 1993 in Book 6348 at Page 517.

2. To provide for the care, management, control, preservation, operation, maintenance, repair, restoration and replacement of the areas required or permitted to be maintained by the Association, in the manner prescribed by the Declarations, and to provide other services with respect to such areas deemed advantageous by the Owners of Lots in the Subdivision (including the letting of exclusive contracts for refuse collection within the Subdivision) or required or authorized under the Declarations or the Colorado Common Interest Ownership Act.

3. To promote the safety and welfare of the unit owners (as such term is defined in the Colorado Common Interest Ownership Act.

4. To adopt and enforce rules and regulations as permitted in the Declarations or the Colorado Common Interest Ownership Act.

5. To levy and enforce adequate assessments to meet all expenses of the Association as provided in the Declarations or the Colorado Common Interest Ownership Act.

6. To enforce, in its own name or on behalf of the unit owners (as defined in the Colorado Common Interest Ownership Act), the protective covenants, conditions and restrictions set forth in the Declarations and in rules and regulations of the Association and to seek redress for the violation of any provisions, by any and all remedies available at law or equity or authorized under the Declarations or the Colorado Common Interest Ownership Act.

7. To exercise any and all other rights, powers and authority and undertake such actions as may be necessary, convenient or useful in connection with the governance of the Association and the performance of the Association's functions as set forth in the Declarations or the Colorado Common Interest Ownership Act.

ARTICLE IV
Additional Powers

In furtherance of the purposes and objectives (but not otherwise) set forth in the Declarations or the Colorado Common Interest Ownership Act and subject to the restrictions set forth

therein, the Association shall have and may exercise all of the powers and do everything necessary or convenient for the accomplishment of any of the corporate purposes either alone or in connection with other corporations, firms or individuals, and either as principal or agent, subject to such limitations as are or may be prescribed by the laws of the State of Colorado.

ARTICLE V
Restrictions Upon the Powers

No part of the net earnings of the Association (other than in furtherance of the purposes of the Association, and other than a rebate of excess assessments) shall inure to the benefit of any unit owner, director or officer of the Association, or any other individual (except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes). Upon final dissolution of the Association, any corporate assets remaining after the payment of all debts will be distributed to the unit owners according to their pro rata interest and obligations.

ARTICLE VI
Initial Registered Office and Agent

The address of the initial registered office of the Association is 190 Huntington Beach Drive, Colorado Springs, Colorado 80921. The name of its initial registered agent at such address is Ray Berg. The initial mailing address of the Association is P.O. Box 31, Monument, Colorado 80132.

ARTICLE VII
Membership and Voting

(a) Membership in the Association shall be as provided in the Declarations, the bylaws of the Association, and the Colorado Common Interest Ownership Act.

(b) Cumulative voting shall not be allowed in the election of directors or otherwise.

ARTICLE VIII
Board of Directors

The management of the affairs of the Association shall be vested in a Board of Directors. The number of directors, their term of office and manner of their selection and election shall be determined according to the bylaws of the Association from time to time in force. Ten directors shall constitute the initial board of directors. Their names and addresses are as follows:

<u>Name</u>	<u>Address</u>
Bob Bartlett	14680 Latrobe Drive Colorado Springs, CO 80921
Ray Berg	190 Huntington Beach Drive Colorado Springs, CO 80921
Doug Beason	365 Doral Way Colorado Springs, CO 80921
Fran Green	14539 River Oaks Drive Colorado Springs, CO 80921
Marvin Green	14539 River Oaks Drive Colorado Springs, CO 80921
Bonnie Lake	14620 Latrobe Drive Colorado Springs, CO 80921
Bob Minkus	145 Huntington Beach Drive Colorado Springs, CO 80921
Dave Ross	440 Wuthering Heights Drive Colorado Springs, CO 80921
Larry Wood	14230 Westchester Drive Colorado Springs, CO 80921
Dave Young	15255 Renoir Place Colorado Springs, CO 80921

ARTICLE IX
Bylaws


The initial bylaws of the Association shall be as adopted by the Board of Directors. Such board shall have power to alter, amend or repeal the bylaws from time to time in force and to adopt new bylaws. Such bylaws may contain any provisions for the regulation or management of the affairs of the Association which are not inconsistent with the laws of the State of Colorado, the Declarations, these Articles of Incorporation or the Colorado Common Interest Ownership Act, as the same may from time to time be amended.

ARTICLE X
Incorporator

The name and address of the incorporator is:

Ray Berg
190 Huntington Beach Drive
Colorado Springs, CO 80921

IN WITNESS WHEREOF, these Articles of Incorporation have
been signed and acknowledged in duplicate effective the 20th day
of JANUARY, 1995.



Ray Berg, Incorporator

BYLAWS
OF
GLENEAGLE CIVIC ASSOCIATION

(As amended March 18, 2025)

These Bylaws are hereby adopted by the Gleneagle Civic Association (GCA) and replace the Bylaws dated July 5, 2018.

ARTICLE I
OBJECTIVE

1. The Gleneagle Civic Association is a non-profit corporation organized to join the collective resources of property owners in representing them in matters relating to their needs, views, and activities in civic and community affairs. Further, the Association is to preserve and perpetuate the neighborhood and its surroundings, and act as administrator of the covenants pertaining to the provisions of the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Charges affecting portions of real property located in the Gleneagle Subdivision.
2. Terms that are defined in the Amended and Restated Declaration shall have the same meanings herein unless otherwise defined.
3. All present or future owners, tenants, future tenants or any other person that might use in any manner the property described in the Amended and Restated Declaration are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Lots or the mere act of occupancy of any of said Lots will signify that these Bylaws are accepted, ratified and will be complied with.

ARTICLE II
MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM & PROXIES

1. **Membership.** Membership in the Association shall be as set forth in the Articles of Incorporation of the Association and the Amended and Restated Declaration. Such membership shall terminate without any formal Association action whenever such person ceases to be the Owner of a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in the Association, or impair any rights or remedies which the Lot Owners have, either through the Board of Directors of the Association or directly, against such former owner and Member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.
2. **Voting.** Each membership shall have the vote(s) appurtenant thereto as described in the Amended and Restated Declaration. When more than one person holds the membership, they shall appoint one of their co-members as proxy to cast the vote for that membership. Such vote shall be cast as the Owners thereof agree, but in no event shall more than one vote per question be cast with respect to any one membership. If the co-members cannot agree as to the manner in which their vote should be cast when called upon to vote, then they will be treated as having abstained.
3. **Quorum & Proxies.** Except as otherwise provided in these Bylaws and in the Amended and Restated Declaration, the presence in person or by proxy of Members holding twenty percent (20%) of the Votes entitled to be cast shall constitute a quorum. Unless otherwise specifically provided by the Amended and Restated Declaration, the Articles of Incorporation of the Association, or these Bylaws, all matters coming before a meeting of members at which a proper quorum is in attendance, in person and/or by proxy, shall be decided by the vote of a majority of the votes validly cast at such meeting. Regarding matters presented to the Members individually and in writing in the form of a ballot, such properly completed and validated ballots shall be counted towards achievement of a quorum and the subsequent decision regarding each matter addressed in the ballot.

ARTICLE III
ASSOCIATION MEETINGS

1. **Association Responsibilities.** The affairs of Gleneagle Civic Association (herein referred to as "Association") shall be managed by its Board of Directors (hereinafter referred to as the "Board").

2. **Place of Meeting.** Meetings of the Association shall be held at such place within the State of Colorado as the Board may determine.

3. **Annual Meeting.** The Annual Meeting of Members of the Association shall be held in October of each year. At such Meetings there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Section 4 of Article IV of these Bylaws. The Members may also transact such other business of the Association as may properly come before them. Such business may be introduced by the Board or by a petition signed by at least five percent (5%) of the Members.

4. **Special Meetings.** The President may call a special meeting of the Members upon his or her own initiative or as directed by resolution of the Board or upon receipt of a petition signed by at least five percent (5%) of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of a majority of the Members present, either in person or by proxy. Any such meetings shall be held at such place and time as the President determines within thirty (30) days after receipt by the President of such resolution or petition.

5. **Notice of Meetings.** The Secretary shall cause to be mailed, e-mailed, posted on the Association website a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held at least fifteen (15), but not more than thirty (45) days prior to such meeting. Publishing a notice in the manner described above shall be considered notice served, and the certificate of the Secretary that notice was duly given shall be prima facie evidence thereof.

6. **Adjourned Meetings.** If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting, to a time not less than forty-eight (48) hours from the time the original meeting was called.

7. **Order of Business.** The order of business at all meetings of the Members shall be as follows:

- a) Roll call and certifying proxies and absentee ballots, if applicable
- b) Proof of notice of meeting or waiver of notice
- c) Reports of Officers
- d) Reports of Committees
- e) Election of Directors (at annual meeting designated for election)
- f) Unfinished business
- g) New business
- h) Adjournment

8. **Proxies.** At all meetings of Members, each Member may vote in person or by proxy or, in the case of matters presented to the Members individually and in writing in the form of a ballot, by absentee ballot. All proxies and absentee ballots shall be in writing and filed with the Secretary of the Association. Each proxy shall be revocable and shall automatically cease upon conveyance by a Member of his or her Lot.

ARTICLE IV
BOARD OF DIRECTORS

1. Number and Qualification. Effective July 2018, the Board shall have five (5) Directors, all of whom shall be elected by a majority vote of voting Members (Lot Owners), and all of whom shall serve as specified in Article IV, Paragraph 4. To be eligible to be a member of the Board of Directors, a person must be an association Member in good standing as defined in Article IX below.

2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision. Such powers and duties of the Board shall include, but not be limited to, the following, all of which shall be done for and on behalf of the Owners of the Lots:

- (a) To administer and ensure compliance with the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Amended and Restated Declaration, the Bylaws of the Association and supplements and amendments thereto.
- (b) To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of all of the Lots with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member upon the adoption thereof.
- (c) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the areas in the Subdivision required to be maintained by the Association.
- (d) To obtain and maintain all insurance required or permitted under the Amended and Restated Declaration or otherwise deemed advisable by the Association.
- (e) To prepare a budget for the Association at least sixty (60) days prior to the commencement of each fiscal year.
- (f) To enter into contracts to carry out their duties and powers and to hire and fire all personnel necessary for the operation, maintenance, repair and replacement of the areas for which the Association is responsible under the Amended and Restated Declaration.
- (g) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable.
- (h) To make repairs, additions, alterations and improvements to the areas required to be maintained by the Association.
- (i) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time and with a reasonable charge for expenses by each of the Members and First Mortgagees of Lots, and to prepare a compilation or review financial statement of the books and records of the Association at the end of each fiscal year.
- (j) To prepare and deliver annually to each Member the reports prepared under subsection (i) above. Publishing the reports to the Association website shall be sufficient.
- (k) To supervise all officers, agents and employees of the Association, and to see that their duties are performed properly.
- (l) Subject to the provisions of the Amended and Restated Declaration: to issue or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment to that person who relies thereon to his or her detriment.
- (m) To cause all officers and employees having fiscal responsibilities to be bonded, if and as it may deem appropriate.

(n) Employ the services of a manager or managing agent, or both, and such independent contractors or other employees as they deem necessary, and delegate any of their duties to such persons; provided, however, when so delegated, the Board of Directors shall not be relieved of its responsibilities under the Amended and Restated Declaration, the Articles of Incorporation or these Bylaws.

(o) In general, to carry on the administration of the Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of the Property.

3. No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Amended and Restated Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations adopted pursuant hereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the managing agent shall have the right to enforce the same thereafter.

4. Election, Term of Office and Compensation. Except as is otherwise provided by these Bylaws, the Directors shall hold office for a term of two (2) years. No Director shall be entitled to receive any compensation for the performance of his or her duties, but shall be entitled to reimbursement for reasonable and necessary expenses incurred for the benefit of the Association.

Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association who may also be Board Members. The Nominating Committee shall be appointed by the Board of Directors at least 60 days prior to the 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. Election to the Board of Directors shall be by secret written ballot cast either in person, by a proxy holder, or in absentia by mail or conveyed by another member. At such election the Members, in person or by absentee ballot, or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Amended and Restated Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until the term of the vacancy he or she fills expires.

6. Removal of Directors. At any regular or special meeting of Members duly called, any one or more of the Directors may be removed with or without cause by a vote of a majority of the Members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting prior to voting thereon. Action under this paragraph can only be taken at a meeting where there is a quorum present.

7. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days following each annual meeting of the Members at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present. The sole purpose of the Organizational Meeting shall be to elect Board Officers as defined in Article V below and to appoint Committee Chairs as needed.

8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, e-mail or telephone, at least five (5) days prior to the day named for such meeting.

9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each Director, given personally or by mail, e-mail, or telephone, which notice shall state the time, place (as

hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) or more Directors.

10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. Board Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted at a subsequent meeting where a quorum is present without further notice.

12. Fidelity Bonds. The Board may require that any officer and/or employee of the Association and any managing agent who handles or is responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds, in regards to the Association's officers and employees only, shall be a common expense.

ARTICLE V

OFFICERS

1. Designation. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board shall, from time to time, elect. With the exception of the President and Vice President, such officers need not be members of the Board of Directors, but each shall be an Owner. Any two or more offices may be held by the same person, except the office of President and Treasurer.

2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Resignation, Removal, Vacancies, and Multiple Offices. Any officer may be removed from office with or without cause upon an affirmative vote of the Board of Directors. Any officer may resign at any time after 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. A vacancy in any office may be filled by appointment by the Board at any regular meeting or special meeting called for that purpose. The officer appointed to such vacancy shall serve until the next annual election.

4. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. He or she shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners as from time to time as appropriate to assist in the conduct of the affairs of the Association.

5. Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his or her inability for any reason to exercise such powers and functions or perform such duties, and shall exercise and discharge such other duties as may be required of him or her by the Board.

6. Secretary. The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Association; he or she shall have charge of such books and papers as the Board may direct; and he shall, in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date a complete list of Members and their registered addresses as shown on the records of the Association. Such list shall also show opposite each Member's name the number or other appropriate designation of the Lot. Such list shall be open to inspection by Members and other persons lawfully entitled to

inspect the same at reasonable times during regular business hours. The Secretary is responsible for maintaining regulatory compliance in all matters conducted by the Board and all Committees.

7. **Treasurer.** The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; provided, however, that when a Managing Agent has been delegated the responsibility of collecting and disbursing funds, the Treasurer's responsibility shall be to review the accounts of the Managing Agent not less often than quarterly.

8. **Other Committees.** Other committees may be added by the Board of Directors as deemed necessary. The Board of Directors shall define the duties of any such committee when established.

ARTICLE VI

INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

1. **Indemnification.** The Association shall indemnify every Director and officer, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by them in connection with any action, suit or proceeding to which they may be made parties by reason of their being or having been a Director or officer of the Association, except as to matters which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement (which must be approved by the attorney for the insurers and paid out of insurance funds), indemnification shall be provided only in connection with such matters covered by the settlement as to which the

Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his or her duties as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of, arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article VI shall be deemed to obligate the Association to indemnify any Member(s) or Owner(s) of a Lot, who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of such person's status as a Member or Owner in the Amended and Restated Declaration, Articles and Bylaws.

2. **Other.** Contracts or other commitments made by the Board of Directors, officer(s) or the Managing Agent shall be made as agent for the Association, and they shall have no personal responsibility on any such contract or commitment.

ARTICLE VII

AMENDMENTS

1. These Bylaws may be amended by an affirmative vote of a majority of the Directors. The Bylaws may contain any provisions for the regulation or management of the affairs of the Association not inconsistent with Colorado law or the Articles of Incorporation.

ARTICLE VIII

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

1. **Proof of Ownership.** Proof of ownership shall be verified by the Secretary.

2. **Registration of Mailing Address.** The Owners or several Owners of an individual Lot shall have one and the same registered mailing address to be used by the Association for mailings to Members and/or Owners of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, limited liability company, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a

Member or Owner shall be furnished to the Secretary of the Association within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interest of the Owners thereof. Unless otherwise notified by the Owner, the registered mailing address shall be the address of the Lot of such Owner. If such address is not supplied by the owner, the Association shall use the property tax bill address as the official address.

3. Designation of Voting Representative - Proxy. If a Lot is owned by one person, his or her right to vote shall be established by the record title thereto. If title to a Lot is held by more than one person or by a firm, corporation, partnership, limited liability company, association or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the Owner himself or herself might cast if he or she were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty (30) days after such revocation, amendment or termination, the Owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Section 3.

4. The requirements herein contained in Article IX shall be first met before an Owner of a Lot shall be deemed in good standing and entitled to vote any annual or special meeting of Members.

ARTICLE IX

OBLIGATIONS OF MEMBERS

1. Membership Dues.

(a) Members shall be obliged to pay annual dues to the Association. Members shall be deemed in "Good Standing" in the Association provided membership dues for past years are not owed and current year dues are paid in full no later than the third month of the fiscal year.

(b) Members whose dues payments are in arrears shall be deemed "Not in Good Standing", and shall have their rights and privileges in the Association suspended. This shall include the right to serve on the Board, the right to serve on committees, the right to vote, the right to lodge complaints, and the right to inspect records and documents. The Board may also impose additional restrictions as it deems appropriate.

(c) If membership dues fall in arrears by three years or more, the Board may place a lien on the member's property in the amount of the dues owed, plus interest, plus appropriate administrative charges.

2. Maintenance and Repair.

(a) In accordance with Section 125 of the Amended and Restated Declaration, except for those repairs for which the Association is responsible pursuant to the Amended and Restated Declaration, every Member must perform promptly, at his or her own expense, all maintenance and repair work within his or her own Lot which, if omitted, would affect the appearance or the aesthetic integrity of part or all of the Subdivision.

(b) In accordance with Section 202 of the Amended and Restated Declaration, a Member shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditure incurred by it in repairing or replacing any part of the areas required to be maintained by the Association damaged by such Owner's negligence or by the negligence of his or her tenants, employees, agents, guests or invitees.

3. General. Each Member shall comply strictly with the provisions of the recorded Amended and Restated Declaration, the Articles of Incorporation and these Bylaws and amendments thereto.

4. Rules and Regulations. The Board reserves the right to establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of the Subdivision with the right to amend the same from time to time. Copies of such rules and regulations shall be furnished to each owner prior to the date when the same shall become effective.

ARTICLE X
ASSOCIATION NOT FOR PROFIT

1. **Association Not for Profit.** This Association is not organized for profit. A Member, Director or officer may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association. The provisions herein are not applicable to the Managing Agent who shall perform its manager's duties and functions according to a written agreement for the compensation stated therein.

ARTICLE XI
DOCUMENT CONFLICT

1. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Amended and Restated Declaration and these Bylaws or between the Amended and Restated Declaration and the Articles of Incorporation, the Amended and Restated Declaration shall control.

ARTICLE XII
CORPORATE SEAL

1. The Association shall have a seal in circular form having within its circumference the words: "Gleneagle Civic Association."

ARTICLE XIII
MISCELLANEOUS

1. **Fiscal Year.** The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December.

2. **Action By Members or Directors Without a Meeting.** Any action required to be taken at a meeting of the Members or Directors of the Association or any action which may be taken at a meeting of the Members or Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members or of the Directors entitled to vote with respect to the subject matter thereof, as the case may be. This consent shall have the same force and effect as a unanimous vote.

3. **Action By Directors By Means of E-mail.** Any Director may call for a vote on a matter of business to be acted on by the Board by sending a message via e-mail to all other Directors describing the matter and calling for a vote. Directors must be allowed two (2) days to exchange views on the matter and two (2) additional days to make their decisions, with no matter being decided via e-mail in less than four (4) days. If any Director objects to an e-mail vote, the matter shall be decided at a regular or special meeting.

APPROVAL OF BYLAWS

IN WITNESS WHEREOF, we, being all the members of the Board of Directors of the Gleneagle Civic Association, have hereunto set out hands this 18th day of March 2025.

/s/ Jimmy Owenby, President

/s/ Mark Connell, Director At-Large

/s/ Glenn Leimbach, Vice President

/s/ Jeff McLemore, Director At-Large

/s/ Steve Kouri, Treasurer

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected President of the Gleneagle Civic Association, a Colorado non-profit corporation, and

THAT the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18th day of March 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name of the said Association this 18th day of March 2025.



Jimmy Owenby
President, Gleneagle Civic Association

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593 MAY -2 PM 3:00

ARON W. SCHWITZ
27 Pass County Court & Recorder

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Gleneagle

Gleneagle Associates, Ltd.
405 South Tejon Street
Colorado Springs, CO 80903
(303) 576-1336

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RESTATED DECLARATION
of
Covenants, Restrictions and Charges
for
GLENRAGLE

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of
Covenants, Restrictions and Charges
for
GLENEAGLE

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RESTATED DECLARATION
of
Covenants, Restrictions and Charges
for
GLENEAGLE

WITNESSETH:

Restatement

We refer to the declaration dated November 13, 1973, of covenants, conditions and restrictions made by The Skiland Corporation, recorded on November 30, 1973, in Book 2541 at Page 519 of the records of El Paso County, Colorado. Said declaration, in Article IV, Section 3, provides for its amendment by a vote of a majority of the owners, one (1) vote for each lot owned.

Gleneagle Associates, Ltd. owns more than a majority of the lots. As the majority owner, Gleneagle Associates, Ltd. has voted for an amendment of said declaration to replace it in its entirety with the following declaration. Therefore this document is an amendment which is a restatement. For the purposes of the following declaration, Gleneagle Associates, Ltd. shall be, and is the Declarant and is hereinafter called the Declarant.

As and for further identification of Gleneagle Associates, Ltd.:

It is Northgate Associates, Ltd., a Colorado limited partnership, whose certificate of limited partnership was recorded on October 29, 1981, in Book 3498, at Page 589, of the records of El Paso County, Colorado, and it did file a certificate of assumed name, stating that it is doing business under the name of Gleneagle Associates, Ltd. on March 23, 1982, in Book 3545 at Page 186 of the records of El Paso County, Colorado.

Affected Real Property

The real property affected by the declaration as amended and restated shall be the following:

- a. Donala Subdivision No. 1, except (i) Lots 1 and 2 in Block 1; (ii) Lot 1 in Block 3; and (iii) Tracts C and D.
- b. Donala Subdivision No. 2, except (i) Lot 8 in Block 12; (ii) Lot 1 in Block 18, (iii) Block 21, (iv) Lot 7 in Block 25, and (v) Tracts F and E.

For purposes of the declaration as amended and restated a reference to the "Subdivision" means the above-described real property. If and when this declaration as amended and restated is further amended to add additional real property to its coverage, then "Subdivision" shall also include such added real property.

The Declaration as Amended and Restated

NOW, THEREFORE, the Declarant as the majority owner of the lots covered by the said Declaration dated November 13, 1973, pursuant to and under the authority of Section 3 of Article IV of said Declaration, has declared and does

hereby declares, that said Declaration shall be, and it hereby is, amended and restated by (1) deletion in total of all its terms and provisions and (2) replacement thereof with the following terms and provisions and, therefore, the Declarant declares that the affected real property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, assessments, charges and liens (sometimes hereinafter referred to as "Covenants") hereinafter set forth.

Further, for convenience, it is declared that any below reference to this "Declaration" is to the declaration as amended and restated. Therefore, hereinafter, the word "Declaration" is to be read and mean this "Restated Declaration".

And Concerning Purpose and Intent

Declarant is the majority owner of and the developer for a residential area of the County of El Paso, State of Colorado, known as Glencrag and therefore desires to provide for the preservation of the values and amenities of the Subdivision (hereinafter defined as the real property affected by this Declaration) and to provide for the convenience of its residents and to this end desires to subject the Subdivision, together with any additional property hereafter included in this Declaration, to the covenants, restrictions, assessments, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and for each owner thereof and they shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof.

In view of, and to serve the purpose of all the foregoing, these Covenants have been and are adopted.

ARTICLE I

Covenants to Preserve the Residential
Character of the Subdivision

Single Family Residential Restrictions

Section 101. No lot shall be subdivided or resubdivided without permission of the Declarant and permission shall not be granted in any event where any one of the resulting lots includes less than 10,000 square feet of area.

Section 102. All lots and building sites in the Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any lot or building site.

Section 103. No structure shall be erected within the Subdivision except single-family dwellings and those accessory buildings and accessory structures which have been approved by the Declarant. No structure other than a dwelling, no accessory building other than a guest house or servants' quarters, no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other structure may be placed on any building site before completion of the dwelling upon such building site except with the permission of the Declarant.

Section 104. No tent, treehouse, barn, other temporary living or camping quarters or other temporary structures shall be placed on any lot at any time without permission of the Declarant except as expressly provided in Section 109.

Section 114. No more than one (1) dwelling shall be erected or maintained within any building site, as well as a lot as established by the recorded plat or

Density, Set Back and Quality Standards

Section 113. All utilities except lighting standards and customary service devices for access, control or use of utilities shall be installed underground.

Section 112. Easements in addition to those above described may have been or may hereafter be granted by duly recorded conveyance.

Section 111. There is hereby reserved to Declarant, its successors and assigns, perpetual, alienable, divisible and reasonable easements and the right from time to time to grant such easements to others over, under, in and across the lots (5') foot strip along and adjoining each side for lines and adjoining each rear lot line for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, including cablevision and videotext/teletext, for heat and fuel lines, for water lines, for utility lines, for drainage, and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes.

Easements for Utilities

Section 110. No derrick or other structure designed for use in or used above the surface of said property, oil or natural gas shall be permitted upon or for boring or drilling for water, oil or natural gas shall be permitted upon or used for derrick or other structure designed for use in or used for these purposes.

Section 109. Temporary buildings for construction or administration purposes or for sales offices shall be promptly removed when they cease to be used for these purposes. Temporary buildings permitted for construction or administration purposes or for sales offices must be approved by the Declarant. The appearance and placement of temporary buildings for permitted construction, and exhibited only by Declarant or with the permission of the Declarant. The Declarant or for sales offices may be erected or maintained only by the Declarant or with the permission of the Declarant. Model homes may be used for these purposes or for sales offices may be erected or maintained only by the Declarant or with the permission of the Declarant. The Declarant or for sales offices may be erected or maintained only by the Declarant or with the permission of the Declarant.

Section 108. The exterior of all buildings or other structures must be completed within one (1) year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of sixty (60) days without written permission of the Declarant, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and may forthwith be removed by the Declarant at Declarant's sole option at the cost of the Owner.

Section 107. A structure shall not be occupied in the course of original construction until substantially completed. All work of construction shall be completed diligently and continuously from the time of commencement until fully completed.

Section 106. All construction shall be new. No building previously used as a mobile dwelling or structure may be moved onto a lot or building site except as expressly hereinafter provided for temporary buildings. No building materials shall be stored on any lot except temporarily during continuous construction of a building or its alteration or improvement unless enclosed in a service yard or within a building so as not to be visible from any neighboring property or adjacent streets.

Section 105. A structure shall not be occupied in the course of original construction until substantially completed. All work of construction shall be completed diligently and continuously from the time of commencement until fully completed.

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the combination of two (2) or more lots or portions thereof as approved in writing by the Declarant and aggregating not less than 10,000 square feet.

Section 115. No private passenger motor vehicles or pick-up trucks or recreational vehicles or motor houses or boats or any similar objects whether self propelled or towed including unusual working machinery such as tractors, etc. owned by, belonging to, used, leased or controlled by an Owner or his tenant shall be parked overnight on any street or on any driveway or other off-street space within any lot or building site except in a completely enclosed garage structure or adequately screened in a manner approved by the Declarant. The site improvements on each lot or building site shall include adequate driveway or other similar off-street space for temporary parking of two (2) private passenger motor vehicles. All driveways shall be improved with asphalt or concrete surface paving unless otherwise approved by the Declarant.

Section 116. Except for fireplace projections integral with the building, eaves and overhangs which have been approved in writing by the Declarant no building, porch, projection or other part of a building shall be located within thirty (30') feet of a front lot line, or within twenty-five (25') of a rear lot line, or within fifteen (15') feet of a side lot line, or within thirty (30') feet of a side lot line which adjoins a public street.

Section 117. No dwelling shall be erected which exclusive of basements, porches, patios, covered but unenclosed areas, garages and any attached accessory building, has a gross livable finished floor area less than as follows: (1) if a ranch or single story structure, (i) with a full basement 1,800 square feet, and (ii) without a full basement 1,800 square feet, and (2) if otherwise than a ranch or single story structure, then 1,800 square feet. Furthermore, if a multi-level structure, then it shall have a "footprint" on the ground level excluding garage that shall be not less than 1,200 square feet of gross livable finished floor area.

Section 118. Except with the prior permission of the Declarant, accessory buildings and other structures shall not be more than one (1) story in height, no one-story structure shall be more than eighteen (18') feet in height and no multi-story structure shall be more than twenty-seven (27') feet in height. Height shall be measured from the highest ground contour adjoining the foundation perimeter of the structure to the highest point on the structure exclusive of standard chimneys.

Section 119. Architectural standards are established to the end that the Subdivision may benefit from the natural advantages of its particular location. While the standards for architectural style are flexible, compatibility with the informal natural environment is required. Contemporary, Southwestern and Western styles typical of the Pikes Peak Region are desirable. Former styles such as French Provincial, English Tudor, and Colonial will not be approved except in modified forms. All buildings must be designed to fit the natural contours of the lot without excessive grading. All buildings shall be designed and all plans signed by a registered architect or by a qualified designer approved by Declarant.

Section 120. All buildings shall conform to the following material and appearance standards:

- a) Exterior materials shall be natural wood, brick, stone, stucco, or other material approved by Declarant.
- b) Aluminum or wood windows are permitted. All aluminum windows shall be anodized bronze or painted and coated a color to blend with the color of the building.
- c) Gutters, and or any other metallic protrusions from the house if installed, shall be painted the same color as the adjoining trim color of the building.

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d) Exposed concrete shall be stuccoed and painted or textured in a manner approved by Declarant.

e) All roof areas shall be of wood shakes, wood shingles, tile, slate, copper, or such other material as may be approved by Declarant. Asphalt roofing materials are not permitted.

Section 121. Fencing shall be limited to privacy areas and animal control areas adjoining the primary dwelling. Fencing along lot lines is not desirable. All fences and walls shall be designed and constructed as a visual extension of the architecture of the primary dwelling, including both scale and use of materials. The painted, stained or natural coloration of fences shall be consistent with the coloration of the primary dwelling. The finished side of fences shall face the exterior of the home. No fence shall be installed without the prior written approval of Declarant.

Section 122. Within six (6) months after completion of a dwelling or within any extension of that period granted by Declarant, all yards and open spaces, except as prevented by subsequent construction activities, shall be landscaped and thereafter maintained in lawn or landscape. Landscape should include areas of natural vegetation, and preservation of existing trees, scrub oak and other natural vegetation is intended. No existing trees, surface boulders, or scrub oak shall be removed from any lot unless required by construction activity and unless approved by Declarant. The use of gravel, small rocks, and paving as landscape materials is not desirable.

Section 123. Any accessory building or structure shall harmonize in appearance with the dwelling situated on the same lot.

Section 124. No aerial or antenna for reception or transmission of radio or television or other electronic signals shall be maintained on the roof of any building nor shall they be maintained at any location so as to be visible from neighboring property or adjacent streets.

Section 125. Each Owner shall maintain the exterior of the dwelling, any accessory building, and all other structures, lawns and landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surface becomes weatherbeaten or worn off. Periodic exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, paving, lawns, shrubs, trees, other landscape material, fences, signing, mail boxes and outdoor lighting.

Section 126. Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris must be removed and the lot restored to a sightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within six (6) months.

Living Environment Standards

Section 127. Each Owner shall prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or in the specific area.

Section 128. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage. All garages must be equipped with electronic remote control operators so they may be opened from the car.

Section 129. All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets.

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Section 130. All outdoor clothes poles, clothes lines and other facilities for drying or airing of clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

Section 131. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material, or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside so as to be visible from any neighboring property or street, except during refuse collections.

Section 132. No noxious or offensive activity shall be carried on upon any lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on any lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living unit.

Section 133. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any structure or within any building site.

Section 134. All yards and open spaces and the entire area of every lot on which no building has been constructed, shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which in the opinion of Declarant are likely to cause the spread of infection or weeds to neighboring property and are to be kept free from brush or other growth or trash which in the opinion of Declarant cause undue danger of fire.

Section 135. In order to effect insect, weed or fire control or to remove nuisances, Declarant has the right at its election to enter upon any lot upon which a building has not been constructed and to mow, cut, prune, clear and remove from the premises brush, weeds or other unsightly growth which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the area, and to remove any trash without such entrance and removal being deemed a trespass. Furthermore, Declarant may charge the reasonable cost of any such clean-up to the lot owner and the charge shall run as a lien on the land.

Section 136. No material change may be made in the ground level, slope, pitch or drainage patterns of any lot as fixed by the original finish grading except after first obtaining the prior consent and approval of Declarant. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so to protect foundations and footings from excess moisture.

Restrictions Requiring Declarant Authority.

Section 137. Except as the Declarant may from time to time grant permission, which permission shall be revocable:

a) No aerial or antenna for transmission or reception of radio or television or other electronic signals may be maintained or erected within the Subdivision. No electronic or radio transmitter of any kind other than garage door openers shall be operated in or on any structure or within any building site.

b) No animals except an aggregate of two (2) domesticated dogs or cats and except domesticated birds and fish and other small domestic animals permanently confined indoors shall be maintained within the Subdivision and then only if kept as pets. No animal of any kind shall be permitted which in the opinion of the Declarant makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purposes.

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c) No boat, trailer, camper (on or off supporting vehicles), van, tractor, commercial vehicle, mobile home, motor home, motorcycle, any towed trailer unit or truck or any other vehicle excepting only a private passenger vehicle or a pick-up avoided of solely for the private use of the residents of a dwelling shall be parked on any street or within any lot or building site except in a completely enclosed structure, or fully screened in a manner approved by the Declarant so as not to be visible at ground level from any neighboring property or street.

d) No stripped down, partially wrecked, or junk motor vehicle or disassembled part thereof, shall be permitted to be parked on any street or on any lot in such manner as to be visible at ground level from any neighboring property or street.

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

f) No signs shall be permitted on any lot or structure except for one (1) sign of customary size for offering of the signed property for sale or for rent; one (1) sign of customary size for identification of the occupant and address of any dwelling; such multiple signs for sale, administration and directional purposes during development as are approved by Declarant; such signs as may be necessary to advise of rules and regulations or to caution or warn of danger; and such signs as may be required by law. All permitted signs must be professionally painted, lettered and constructed. Never shall be used or displayed any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental.

Architectural Control by Declarant

Section 138. No structure shall be commenced, erected, placed, moved onto a lot, permitted to remain on any lot, landscaped or altered in any way so as to change materially its exterior appearance, except in accordance with plans, specifications and other information submitted to the Declarant and approved by the Declarant not more than two (2) years before start of the construction, alteration or installation. Matters which require the approval of the Declarant include but are not limited to: the exterior appearance, material, color, height, location of each structure, drive, walk and fence, grading of site, site lighting, and location, size and type of any landscape material, including grass, ground cover, ornamental rocks, shrubs and trees.

Section 139. In granting or withholding approval Declarant shall heed the standards specified in these Covenants and shall also consider among other things: the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relations of the structure to the environment and to surrounding uses, the degree, if any, to which the proposed structure will cause intrusions of sound, light or other effect on a neighboring site beyond those reasonably to be expected in an urban residential area from considerate neighbors.

Section 140. All plans, samples and other materials to be submitted to Declarant shall be submitted in duplicate. The minimum scale of such plans shall be 1/16th inch equals 1 foot for site plans and 1/4 inch equals 1 foot for architectural plans. The plot plan in said minimum scale shall show the location of all buildings, drives, walks, fences and any other structures and the existing houses on all sides of the lot. Proposed new contours throughout the lot and abutting street elevations on all sides shall also be shown. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples. If requested, a soils report for the building site shall be supplied to Declarant. Landscaping plans shall show the location

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of all landscaping elements, including grass, ground cover, shrubs, trees and other landscape materials for all the area of the lot not covered by structures. The size and type of all new plant materials shall be indicated.

Section 141. A written statement of the approval or disapproval or other action by Declarant acknowledged by a general partner of Declarant or a person designated by a general partner of Declarant, shall establish the action of Declarant and shall protect any person relying on the statement. If Declarant does not execute and acknowledge such a statement within thirty (30) days after delivery of all the required materials to Declarant's principal office, the material so delivered shall stand approved for the purpose of these covenants. Declarant shall be entitled to retain one (1) copy of all approved plans as part of Declarant's files and records.

Section 142. The Declarant shall be entitled to charge a reasonable plan check fee, and said fee shall be paid when the plans are first submitted for a plan check. The minimum fee shall be \$100.00 and until December 31, 1985 the fee shall be \$100.00.

Variances.

Section 143. Declarant shall have authority to grant for a lot or building site a variance from the terms of one (1) or more of the foregoing sections subject to terms and conditions fixed by Declarant as will not be contrary to the interests of the Owners and residents of the Subdivision where, owing to exceptional and extraordinary circumstances, literal enforcement of all of those Sections will result in unnecessary hardship. Following an application for a variance:

a) Declarant shall call a meeting of Owners of adjoining lots in the Subdivision, to be held at Declarant's principal office, notice of which meeting shall be given to the Owners at least twenty (20) days in advance, at which meeting all Owners shall have opportunity to appear and express their views.

b) Whether or not anyone appears at the meeting in support of or in opposition to the application for variance Declarant shall within one (1) week after the meeting either grant or deny the variance.

c) A variance granted hereunder shall run with the lot or building site for which granted.

d) If a variance is denied another application for a similar variance for the same lot or building site may not be made for a period of one (1) year.

e) A variance shall not be granted unless Declarant shall find that all of the following conditions exist:

i. the variance will not authorize the operation of a use other than private, single-family residential use;

ii. owing to the exceptional and extraordinary circumstances, literal enforcement of the Sections above enumerated will result in unnecessary hardship;

iii. the variance will not substantially or permanently injure the use of other property in the Subdivision;

iv. the variance will not alter the essential character of the Subdivision;

v. the variance will not weaken the general purposes of these covenants;

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BOOK 3714 PAGE 610

vi. the variances will be in harmony with the spirit and purpose of these covenants;

vii. the circumstances leading the applicant to seek a variance are unique to the lot or building site or its owner and are not applicable generally to lots in the Subdivision or their owners.

Declarant's Successors and Assigns.

Section 144. The rights and powers of Declarant under these covenants shall pass to the successors and assigns of Declarant. Declarant may, by written instrument of assignment, transfer in whole or in part any or all of its rights and powers under these covenants.

Officers and Agents Excused from Liability.

Section 145. Declarant, its members and agents shall not be liable to any party whatsoever for any act or omission unless the act or omission is in bad faith and amounts to fraud.

Remedies for Violations.

Section 146. In case of any breach of these covenants the Declarant may give written notice to the Owner of the lot where the breach occurs or which is occupied by the persons causing or responsible for the breach which notice shall state the nature of the breach and the intent of the Declarant to invoke this Section unless within a period stated in the notice, not less than five (5) days, the breach is cured and terminated or appropriate measures to cure and terminate are begun and are thereafter continuously prosecuted with diligence. If the breach is not cured and terminated as required by the notice the Declarant may cause the breach to be cured and terminated at the expense of the Owner or Owners so notified, and entry on Owner's property as necessary for such purpose shall not be deemed a trespass. The cost so incurred by the Declarant shall be paid by the person responsible for the breach and if not paid within thirty (30) days after the Declarant has sent such Owner notice of the amount due, such amount, plus costs of collection, shall be a lien on the lot (including improvements thereon) of the persons so notified and shall in all respects be the obligation of the Owner and enforceable as provided for other assessments by the Declarant.

ARTICLE II

Covenants for Assessments

Assessments a Lien and Personal Obligation.

Section 201. Each Owner by acceptance of a conveyance of his lot or lots shall be deemed to covenant and agree to pay to the Declarant or its successor in interest charges specifically authorized by these covenants. Each such charge together with the interest thereon and costs of collection, including attorneys' fees, shall be a continuing lien upon the lot against which it is made and shall also be the personal obligation of the person who owned the lot at the time when the assessment or charge fell due.

Section 202. Any lien imposed for nonpayment of charges or assessments made pursuant to the authority of this Declaration (hereinafter "Declaration Lien") shall be junior and subordinate to (1) any lien of record when the Declaration Lien arose and (2) any lien of a third party recorded before notice of the Declaration Lien shall be recorded, and (3) any lien, whenever recorded, to secure a debt incurred or arising before recordation of notice of the Declaration Lien.

ARTICLE III

General Provisions for Effect of these Covenants

Definitions.

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

Accessory Building: Garages, patios, swimming pools, dressing rooms for swimming pools, separate guest houses without kitchen, separate servants' quarters without kitchen and other buildings customarily used in connection with the single-family residence.

Building site: A lot as established by the recorded plat or the combination of two (2) or more lots or portions thereof as approved in writing by the Association and aggregating not less than 10,000 square feet.

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

These Covenants. This declaration and the provisions contained in it.

Declarant. Glensagle Associates, Ltd., a Colorado limited partnership.

Lot. Each area designated as a single family lot in a recorded plat, limited, however, to areas so designated within the real property affected by this Declaration (that is, limited to areas so designated within the Subdivision).

Owner. Person having fee simple legal title to a lot. If more than one (1) person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one (1) of them as they may designate from time to time.

Structure. Structure shall mean any thing or device other than trees and landscaping the placement of which upon any building site might affect its architectural appearance including by way of illustration and not limitation any dwelling, building, garage, porch, shed, greenhouse, coop or cage, patio, swimming pool, tennis court, stable, fence, wall or hedge more than two (2') feet in height, sign and any temporary or permanent living quarters. Structure shall also mean an excavation or fill the volume of which exceeds five (5) cubic yards or an any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any lot.

The Subdivision. The area affected by this Declaration as more specially defined in the beginning of this document as the "Affected Real Property".

Enumerations Inclusive. A designation which described parcels or other things as from one (1) number, letter or other designation to another includes both such numbers, letters or other designations and all in between.

Gender and Number. Whenever the context permits, owner or owners shall be deemed to refer equally to persons of both sexes and to corporations, singular to include plural and plural to include singular.

Captions.

Section 302. Captions, titles and headings in these covenants are for convenience only and do not expand or limit the meaning of the Section and shall not be taken into account in construing the Section.

Declarant Resolves Questions of Construction.

Section 303. If any doubt or question shall arise concerning the true intention or meaning of any of these covenants the Declarant shall by a written declaration state the proper intention which statement shall be binding and presumed correct absent fraud on the part of Declarant.

Covenants Run With the Land.

Section 304. These covenants shall run with the land and shall inure to and be binding on each lot and upon each person or entity acquiring ownership or any right, title and interest in any lot in the Subdivision.

Covenants Are Cumulative.

Section 305. Each of these covenants is cumulative and independent and is to be construed without reference to any other provision dealing with the same subject matter or imposing similar or dissimilar restrictions. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

These Covenants May Not Be Waived.

Section 306. Except as these covenants may be amended or terminated in the manner hereinafter set forth they may not be waived, modified or terminated and the Declarant by failure to enforce may not waive or impair the effectiveness or enforceability of these covenants. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the ground of waiver.

Right to Enforce the Covenants.

Section 307. These covenants are for the benefit of the Owners, jointly and severally, and the Declarant, and may be enforced by action for damages, suit for injunction, mandatory and prohibitive and by any other appropriate legal remedy, instituted by one (1) or more Owners, the Declarant, or any combination of them.

Duration of Restrictions.

Section 308. The restrictions and other provisions set forth in Section 181 through Section 148 of these Covenants shall remain in force until the year 2020 A.D. and thereafter shall be automatically renewed for successive periods of ten (10) years unless before the year 2020 or before the end of any ten (10) year extension there is filed for record with the County Clerk and Recorder of El Paso County an instrument stating that extension is not desired, signed by the Owners of at least one-half (1/2) of the lots in the Subdivision.

Amendment, Termination and Extension.

Section 309. From time to time any one or more of the sections of these covenants may be amended by an instrument signed by the Owners of at least two-thirds (2/3) of the lots in the Subdivision (and acknowledged by at least 1/3 of the owners who sign) and filed for record with the County Clerk and Recorder of El Paso County, provided, however, that until December 31, 1983, no such amendment shall take effect without the written consent of Declarant. Also, until December 31, 1983, any one or more of the sections of these covenants may be amended by an instrument signed and acknowledged solely by

1 28 85



Gleneagle Associates, Ltd.
433 South Tejon Street
Colorado Springs, CO 80903
(303) 478-4336

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ADRIAN H. SCHMITT
El Paso County Clerk & Recorder
BOOK 3865 PAGE 0917

AMENDMENT TO DECLARATION
of
Covenants, Restrictions and Charges

for
GLENEAGLE
as previously recorded in Book 3714, Page 589 and
Book 3828 Page 587 of the Clerk and Recorder of
El Paso County, Colorado

WITNESSETH:

Declarant

For the purposes of the following declaration, Gleneagle Associates, Ltd. shall be, and is the Declarant and is hereinafter called the Declarant.

As and for identification of Gleneagle Associates, Ltd., the Declarant:

It is Northgate Associates, Ltd., a Colorado limited partnership, whose certificate of limited partnership was recorded on October 29, 1981, in Book 3496, at Page 598, of the records of El Paso County, Colorado, and it did file a certificate of assumed name, stating that it is doing business under the name of Gleneagle Associates, Ltd. on March 23, 1982, in Book 3545 at Page 195 of the records of El Paso County, Colorado.

Amendment

The previously recorded covenants are amended by the following additions:

Section 120(C): All mailbox stands shall be built according to the attached specifications. No free-standing newspaper receptacles shall be permitted. Newspaper receptacles may be included in the approved stand as shown.

Section 132 is hereby expanded to require that the required landscape plan, shall include the installation and ongoing maintenance by the homeowner of sod in the drainage ditch between the house and the adjacent street from the edge of the asphalt back to the lot. Similarly, driveway culvert materials, invert and exit elevations must be approved as part of the original landscape plan.

In all other aspects the existing covenants remain unchanged and they are ratified as if recited here in full.

WITNESS WHEREOF the Declarant has executed this Amendment this 24th day of January, 1985.

GLENEAGLE ASSOCIATES, Ltd., a
Colorado limited partnership,

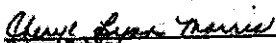
By: 
James Robert Barash, a general partner

STATE OF COLORADO)
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 24th day of January, 1985 by James Robert Barash as a general partner of Gleneagle Associates, Ltd., a Colorado limited partnership.

Witness my hand and official seal.
My commission expires: 10-20-86



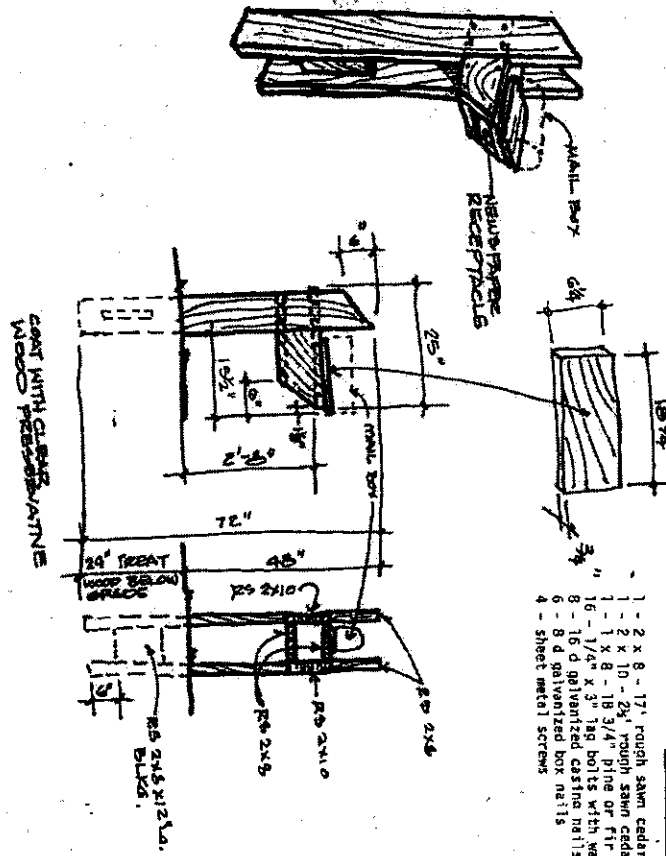

Cheryl Lynn Morris
Notary Public
403 South Tejon
Colorado Springs, CO 80903

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BOOK 3865 MAY 0918



- MATERIAL LIST**
- 1 - 2 x 8 - 17' rough sawn cedar
 - 1 - 2 x 10 - 24' rough sawn cedar
 - 1 - 1 x 8 - 18 3/4' pine or fir
 - 16 - 1/4" x 3 1/8" bolts with washers
 - 8 - 16 d galvanized casting nails
 - 6 - 8 d galvanized box nails
 - 4 - sheet metal screws

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94 AUG 31 PM 4: 19

ARGIS J. SCHMITT
CLERK OF DISTRICT COURT

BOOK PAGE
6517 955

**AMENDMENT OF AMENDED AND RESTATED DECLARATION
OF CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS
AND CHARGES AFFECTING PORTIONS OF THE REAL PROPERTY
LOCATED IN THE GLENEAGLE SUBDIVISION**

THIS DECLARATION is made by Bethesda Associates, a Nebraska non-profit corporation ("Declarant") and the owners of at least two thirds (2/3) of the Lots in the Subdivision ("Owners").

PREAMBLE - WITNESSETH:

This Declaration amends and restates the following covenants and affects the following properties:

1. Amended and Restated Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting Portions of the Real Property located in the Gleneagle Subdivision recorded December 30, 1993 in Book 6348 at Page 519 (the "1993 Covenants").
2. Restated Declaration of Covenants, Restrictions and Charges for Gleneagle recorded May 2, 1983 in Book 3714 at Page 599 (the "1983 Covenants") in which the following property was made subject to the 1983 Covenants:
 - a. Donala Subdivision No. 1, except (i) Lots 1 and 2 in Block 1; (ii) Lot 1 in Block 2; and (iii) Tracts C and D; and
 - b. Donala Subdivision No. 2, except (i) Lot 8 in Block 12; (ii) Lot 1 in Block 18, (iii) Block 21, (iv) Lot 7 in Block 25, and (v) Tracts P and R.
3. Amendment to Declaration recorded January 28, 1985 in Book 3965 at Page 817.
4. Declaration recorded January 28, 1985 in Book 3965 at Page 919 in which the following property was made subject to the 1983 Covenants: All of the single family Lots in Gleneagle Filing No. 2, a vacation and replat of a portion of Donala Subdivision No. 3, subject to the withdrawal of Lots 1-13 of Gleneagle Filing No. 2 as referenced in paragraph A of this preamble.

25x11

32x11

1. Tracts A, B, E, F, G, H, I, J, K, M and N in Donale Subdivision No. 1, El Paso County, Colorado.

As a condition of the consent of Declarant to this Declaration, Declarant hereby withdraws the following described properties from the definition of "Subdivision" as that term is defined in the preceding paragraphs of this Preamble and hereby declares that the following described properties owned by Declarant and/or Bethesda Management Company, a Colorado Corporation and/or any affiliates or related entities to Declarant and Bethesda Management Company shall hereafter be held, transferred, sold, conveyed and occupied free and clear of the 1993 Covenants, the 1983 Covenants and the 1984 Covenants:

The property that is subject to the 1983 Covenants, the 1984 Covenants and the 1993 Covenants is collectively referred to herein as the "Subdivision". Pursuant to Section 608 of the 1993 Covenants, the Owners of at least two-thirds (2/3) of the Lots in the Subdivision may amend the 1993 Covenants with the consent of the Declarant.

- A. Deletion and Withdrawal of Property from Declaration recorded July 8, 1993 in Book 6211 at Page 1100 pursuant to which the following property was withdrawn and deleted from the 1993 Covenants: Lots 1-13 Gleneagle Filing No. 2.
- B. Amendment to Declaration affecting Lot 2, Golf Links Subdivision recorded December 30, 1993 in Book 6345 Page 517.

Declaration:

The following recorded documents and property are not affected by this

Declaration: recorded January 28, 1985 in Book 3965 at Page 920. Blocks 33, 34 and 43 of Donale Subdivision No. 3 and amendment Gleneagle Filing No. 1, Block 1, 2, 3 and 4, a vacation and replat of which the following property was made subject to the 1984 Covenants: February 14, 1984 in Book 3835 at Page 558 (the "1984 Covenants") in vacation and replat of a portion of Donale Subdivision No. 3, recorded Covenants, Declarations and Charges for Gleneagle Filing No. 1, a

Declaration recorded January 25, 1984 in Book 3828 at Page 507 in which the following property was made subject to the 1983 Covenants: Blocks 30, 31 and 32 of Donale Subdivision No. 3.

Declaration recorded September 11, 1986 in Book 5235 at Page 282 in which the following property was made subject to the 1983 Covenants: Lots 1 and 2 in Golf Links Subdivision, a replat of Lot 16, Block 18 and a portion of Tract P Donale Subdivision No. 2.

BOX 956
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957

2. Tracts Q, S, T, U, V and W in Donala Subdivision No. 2, El Paso County, Colorado
3. Lot 2 in Golf Links Subdivision, which withdrawal shall supersede the amendment to Declaration referred to in paragraph B of the preamble to this Declaration.
4. Lot 1, Block 1; Lot 1, Block 21; Lot 41, Block 23; Lots 1, 2, 9, 13 and 14 in Block 24 (including any replat of Lot 2); and Lot 1, Block 25 all in Donala Subdivision No. 2.

Declarant and Owners desire to provide for the preservation of the values and amenities of the Subdivision and to provide for maintenance of certain Subdivision amenities and the convenience of its residents and to this end desire to subject the Subdivision to the covenants and restrictions as hereafter described, each and all of which are for the benefit of said property and for each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof;

NOW, THEREFORE, Declarant and Owners declare that the real property collectively comprising the Subdivision is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereafter described:

The 1993 Covenants are hereby amended so as to read and conform exactly to the covenants affecting the Subdivision as they existed immediately before the recording of the 1993 Covenants, it being the intent of this instrument to effect the rescission and repeal of the 1993 Covenants and the restoration and restatement of the prior covenants just as though the 1993 Covenants had never been adopted or recorded.

Declarant hereby relinquishes and assigns to the Owners of property in the Subdivision all of the rights, powers, responsibilities, duties and obligations of Declarant as "Declarant" under the 1983 Covenants and the 1984 Covenants. This relinquishment and assignment of Declarant rights supersedes the Assignment of Declarant Rights recorded December 30, 1993 in Book 6348 Page 554 of the El Paso County records, which assignment is hereby revoked and rescinded.



THIS FIRST AMENDMENT TO RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND CHARGES FOR GLENEAGLE is made this 17th day of October, 2001.

RECITALS

A. On November 30, 1973, the Skiland Corporation, as Declarant, caused to be recorded in Book 2641 at Page 519 of the records of the Clerk and Recorder of El Paso County Colorado, a Declaration of Covenants, Restrictions and Charges for the Gleneagle Subdivision located in El Paso County, State of Colorado (the "Subdivision").

B. On May 2, 1983, Gleneagle Associates, Ltd., as Declarant and the then owner of a majority of lots within Gleneagle, caused to be recorded in Book 3714, Page 599 a Restated Declaration of Covenants, Restrictions and Charges for Gleneagle.

C. On January 28, 1985, Gleneagle Associates, Ltd. did cause to be recorded at Book 3965, Page 0917 of the records of the Clerk and Recorder of El Paso County, that Amendment to Declaration of Covenants, Restrictions and Charges for Gleneagle; and

D. On August 31, 1994, Bethesda Associates, a Nebraska nonprofit corporation, as the then Declarant, and owner of at least two thirds of the lots in Gleneagle caused to be recorded at Book 6517, Page 955 of the records of the Clerk and Recorder of El Paso County, that certain "Amended and Restated Declaration of Conditions, Covenants, Restrictions, Easements and Charges affecting portions of real property located in the Gleneagle subdivision".

E. The term "Association" as used herein, shall refer to the Gleneagle Civic Association, a Colorado nonprofit corporation. The Association is the successor in interest to the Declarant as that term is used in the above-referenced documents.

F. Pursuant to Section 309 of the Declaration as Amended and Restated, any amendment of the Declaration requires execution of an instrument signed by the owners of at least two-thirds of the lots in the Subdivision, and acknowledged by at least ten percent of the owners who sign, and that as of the date hereof, there exists 649 lots in Gleneagle, therefore requiring the signatures of at least 433 lot owners; and having obtained 436 signatures of lot owners, the owners of lots within Gleneagle, by and through the Gleneagle Civic Association, hereby amend the Declaration as set forth below.

The signature of the lot owners consenting to this First Amendment are attached hereto. Therefore, pursuant to the Declaration, as Amended and Restated, Article 2 "Covenants or Assessments" is hereby deleted in its entirety, and in its places the following is inserted:

Section 201. Creation of Annual and Special Association Assessments.

The owner of each lot owned within the subdivision, hereby covenants, and each subsequent Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or

charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 202. Purpose of the Assessments.

Annual assessments will not be used for covenant enforcement. The annual assessments shall be used exclusively for the following types of example activities:

- (a) improvements and maintenance of the Common Areas, road signs, and ditches;
- (b) creation and maintenance of community approved recreational and safety projects;
- (c) management of social programs to include such association sponsored example activities as:

- summer concerts
- 4th of July picnics
- annual community clean up day
- annual garage sale days
- annual community golf and tennis tournaments
- publication of the community Eagle's View newspaper
- production and distribution of the GCA welcome package
- production and publication of the community directory
- annual community children's safety fair
- "People Pride" program
- "Yard Pride" program
- annual Christmas lighting contest

- (d) operational expenses of the association Board of Directors, which will be limited to such items as:

- document reproduction
- printing costs
- mailing expenses
- liability insurance
- facility rentals for the annual and other scheduled homeowner / Board meetings.

Section 203. Maximum Annual Assessment.

Immediately following the effective date of these Covenants for Maintenance Assessments, the maximum annual assessment shall be Thirty Dollars (\$30.00) per lot.

The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

The maximum annual assessment may be increased above the 5% by a vote of two-thirds (2/3) of the owners who are voting in person or by proxy, at a meeting duly called for this purpose.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 204. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 205. Notice and Quorum for Actions Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of Owners shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 206. Uniform Rate of Assessment.

Both the annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or as otherwise established by the Board of Directors.

Section 207. Date of Commencement for Annual Assessments.

The annual assessment period provided for herein shall commence January 1, 2002, as the effective date of these Covenants for Maintenance Assessments. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 208. Effect of Nonpayment of Assessments.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a lien against the Lot of the non-paying Owner and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them, however, the lien shall continue until satisfied. The Association may bring a lien action against

AMENDMENT FOUR
to
Restated Declaration of Covenants, Restrictions and Charges
for
GLENEAGLE Civic Association
P.O. Box 31
Monument, CO 80132

**THIS AMENDMENT FOUR TO RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND CHARGES FOR GLENEAGLE IS MADE THIS
27th DAY of FEBRUARY 2017.**

RECITALS

A. On November 30, 1973, the Skiland Corporation, as Declarant, caused to be recorded in Book 2641 at Page 519 of the records of the Clerk and Recorder of El Paso County Colorado, a Declaration of Covenants, Restrictions and Charges for the Gleneagle Subdivision located in El Paso County, State of Colorado (the "Subdivision") (hereafter the "Original Declaration").

B. On May 2, 1983, Gleneagle Associates, Ltd., as Declarant and the then owner of a majority of lots within Gleneagle, caused to be recorded in Book 3714, Page 599 of the records of the Clerk and Recorder of El Paso County, Colorado, a Restated Declaration of Covenants, Restrictions and Charges for Gleneagle (hereafter the "Restated Declaration"), which Restated Declaration amends, restates and replaces in its entirety the Original Declaration.

C. On January 28, 1985, Gleneagle Associates, Ltd. caused to be recorded at Book 3965, Page 0917 of the records of the Clerk and Recorder of El Paso County, Colorado, that certain Amendment to Declaration of Covenants, Restrictions and Charges for Gleneagle (hereafter the "1985 Amendment"), which 1985 Amendment amends and modifies the Restated Declaration;

D. On August 31, 1994, Bethesda Associates, a Nebraska nonprofit corporation, as the then Declarant, and owner of at least two thirds of the lots in Gleneagle caused to be recorded at Book 6517, Page 955 of the records of the Clerk and Recorder of El Paso County, Colorado, that certain "Amendment of Amended and Restated Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting Portions of Real Property Located in the Gleneagle Subdivision" (hereafter the "1994 Amendment"), which 1994 Amendment amended the Restated Declaration and the 1985 Amendment;

E. On October 19, 2001, The Gleneagle Civic Association, a Colorado nonprofit corporation, following approval of the required number of lot owners, caused to be recorded at Reception No. 201152596 of the records of the Clerk and Recorder of El Paso County, Colorado, a certain First Amendment to Restated Declaration of Covenants, Restrictions and Charges for Gleneagle (hereafter the "First Amendment to Restated Declaration"), which First Amendment to Restated Declaration amended the Restated Declaration, the 1985 Amendment and the 1994 Amendment;

F. The Gleneagle Civic Association is a Colorado nonprofit corporation (hereafter "Association") formed under the provisions of the Colorado Common Interest

Chuck Broerman

El Paso County, CO

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Ownership Act to be the unit owners' association for the Subdivision as provided for in its Articles of Incorporation filed with the Colorado Secretary of State, having the powers and duties set forth in the Colorado Common Interest Ownership Act, and the Association's Articles of Incorporation, including to exercise any and all rights, powers and authority and undertake such actions as may be necessary, convenient or useful in connection with the governance of the Association and the performance of the Association's functions as set forth in the Restated Declaration, the 1985 Amendment, the 1994 Amendment and the First Amendment to Restated Declaration;

G. Pursuant to Section 309 of the Restated Declaration, any amendment of the Declaration requires execution of an instrument signed by the owners of at least two-thirds of the lots in the Subdivision, and acknowledged by at least ten percent of the owners who sign. However, the Colorado Common Interest Ownership Act, as applied to the Subdivision, supersedes any contrary provision of the Restated Declaration with respect to amendments of the Restated Declaration, and permits the Restated Declaration, as amended, to be further amended only by the affirmative vote or agreement of owners of Lots to which more than sixty-seven percent of the votes in the Association are allocated. As of the date hereof, there exists 649 lots in Gleneagle, and amendment of the Restated Declaration requires the affirmative vote or approval of owners of at least 433 lots in the Subdivision.

H. The owners of at least 433 lots in the Subdivision desire to further amend the Restated Declaration as set forth below.

Therefore, the Restated Declaration, as heretofore amended, is hereby amended as follows:

1. Upon obtaining the written consent of the owner of the real property described in Exhibit A attached hereto as Exhibit A Part One and Exhibit A Part Two and incorporated herein by this reference (hereafter the "Annexed Property"), the Annexed Property and all improvements, residences, all other structures therein or thereon, shall thereafter be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the Restated Declaration, as heretofore amended. All portions of the Annexed Property other than platted lots shall be common elements of the Association (as the term "common element" is defined and used in the Colorado Common Interest Ownership Act), and shall be owned by the Association for the use and benefit of the Association and its members, subject to easements, reservations, restrictions and covenants of record, and subject to reasonable rules adopted by the Association acting through its Board of Directors. The common elements shall remain undivided, and shall at all times be owned by the Association or its successors, who shall neither abandon, partition, sell, gift, or subdivide any portion of the property without the prior approval of owners of lots to which at least sixty-seven percent of the votes in the Association are allocated, it being agreed that this restriction is necessary in order to preserve the rights of the owners within the Association with respect to the operation and management of the common area. Upon obtaining the written consent of the owner of the Annexed Property and after the date of recording this Amendment, the term "Subdivision" shall mean and include those lots subject to the Restated Declaration as amended together with the Annexed Property.

2. All owners of platted lots in the Annexed Property, as well as all owners of platted lots in the Subdivision shall be members of the Association, and the owners of each platted lot shall have one vote in the affairs of the Association for each lot owned.

3. The Association's powers set forth in the Articles of Incorporation are hereby ratified, and except to the extent that such powers are expressly reserved to the owners of

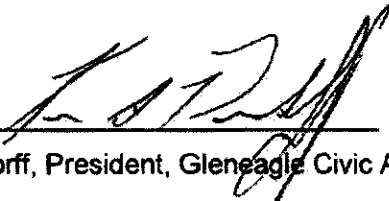
lots in the Subdivision, such powers shall be exercised by the Association's Board of Directors.

4. Except as amended herein, the Restated Declaration as heretofore amended shall remain in full force and effect.

I hereby certify that the above and foregoing Amendment Four to Restated Declaration of Covenants, Restrictions and Charges for Gleneagle was approved by vote or agreement of Owners to which at least sixty-seven percent of the votes in the Association were allocated.

Dated this 28th Day of February, 2017.

Gleneagle Civic Association, Inc., a Colorado nonprofit corporation

By: 
Kevin Deardorff, President, Gleneagle Civic Association


STATE OF COLORADO, COUNTY OF EI PASO

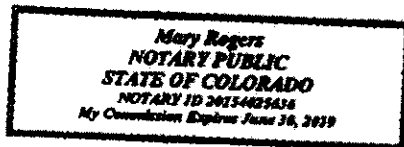
The foregoing Amendment Four to Restated Declaration of Covenants, Restrictions and Charges for Gleneagle was acknowledged before me this 1st Day of March, 2017 by Mr. Kevin Deardorff as President of Gleneagle Civic Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: June 30, 2019

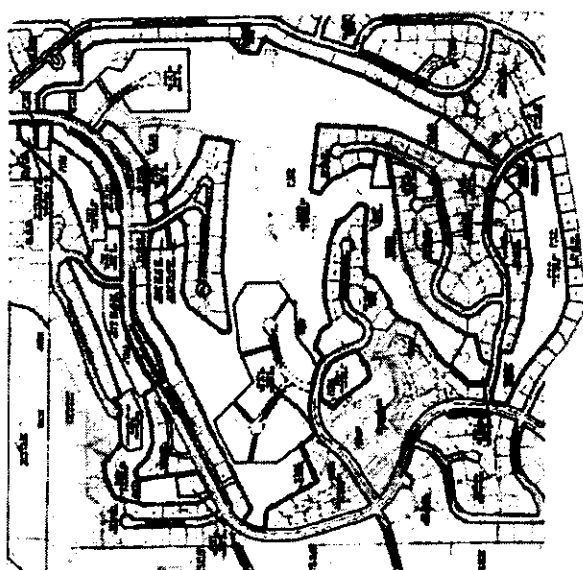
[SEAL]


Notary Public

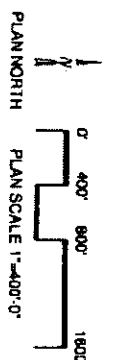


OWNER: [Name]
PREPARED BY: [Name]
APPLICANT: [Name]
LEGAL DESCRIPTION: [Text]

SKETCH PLAN AMENDMENT
 GLENEAGLE GOLF COURSE RESIDENTIAL INFILL DEVELOPMENT
 TOWNSHIP: 1, 12 S. RANGE: 66W OF 81W P.M. SECTION: 8, 1/4 NE 81, EL PASO COUNTY, CO, OKLAHOMA



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000
11	10,000	10,000	10,000
12	10,000	10,000	10,000
13	10,000	10,000	10,000
14	10,000	10,000	10,000
15	10,000	10,000	10,000
16	10,000	10,000	10,000
17	10,000	10,000	10,000
18	10,000	10,000	10,000
19	10,000	10,000	10,000
20	10,000	10,000	10,000
21	10,000	10,000	10,000
22	10,000	10,000	10,000
23	10,000	10,000	10,000
24	10,000	10,000	10,000
25	10,000	10,000	10,000
26	10,000	10,000	10,000
27	10,000	10,000	10,000
28	10,000	10,000	10,000
29	10,000	10,000	10,000
30	10,000	10,000	10,000
31	10,000	10,000	10,000
32	10,000	10,000	10,000
33	10,000	10,000	10,000
34	10,000	10,000	10,000
35	10,000	10,000	10,000
36	10,000	10,000	10,000
37	10,000	10,000	10,000
38	10,000	10,000	10,000
39	10,000	10,000	10,000
40	10,000	10,000	10,000
41	10,000	10,000	10,000
42	10,000	10,000	10,000
43	10,000	10,000	10,000
44	10,000	10,000	10,000
45	10,000	10,000	10,000
46	10,000	10,000	10,000
47	10,000	10,000	10,000
48	10,000	10,000	10,000
49	10,000	10,000	10,000
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51	10,000	10,000	10,000
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53	10,000	10,000	10,000
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55	10,000	10,000	10,000
56	10,000	10,000	10,000
57	10,000	10,000	10,000
58	10,000	10,000	10,000
59	10,000	10,000	10,000
60	10,000	10,000	10,000
61	10,000	10,000	10,000
62	10,000	10,000	10,000
63	10,000	10,000	10,000
64	10,000	10,000	10,000
65	10,000	10,000	10,000
66	10,000	10,000	10,000
67	10,000	10,000	10,000
68	10,000	10,000	10,000
69	10,000	10,000	10,000
70	10,000	10,000	10,000
71	10,000	10,000	10,000
72	10,000	10,000	10,000
73	10,000	10,000	10,000
74	10,000	10,000	10,000
75	10,000	10,000	10,000
76	10,000	10,000	10,000
77	10,000	10,000	10,000
78	10,000	10,000	10,000
79	10,000	10,000	10,000
80	10,000	10,000	10,000
81	10,000	10,000	10,000
82	10,000	10,000	10,000
83	10,000	10,000	10,000
84	10,000	10,000	10,000
85	10,000	10,000	10,000
86	10,000	10,000	10,000
87	10,000	10,000	10,000
88	10,000	10,000	10,000
89	10,000	10,000	10,000
90	10,000	10,000	10,000
91	10,000	10,000	10,000
92	10,000	10,000	10,000
93	10,000	10,000	10,000
94	10,000	10,000	10,000
95	10,000	10,000	10,000
96	10,000	10,000	10,000
97	10,000	10,000	10,000
98	10,000	10,000	10,000
99	10,000	10,000	10,000
100	10,000	10,000	10,000



GENERAL NOTES

1. The applicant is responsible for obtaining all necessary permits and approvals from the appropriate authorities.
2. The applicant is responsible for providing all necessary information and documents to the appropriate authorities.
3. The applicant is responsible for providing all necessary information and documents to the appropriate authorities.
4. The applicant is responsible for providing all necessary information and documents to the appropriate authorities.
5. The applicant is responsible for providing all necessary information and documents to the appropriate authorities.
6. The applicant is responsible for providing all necessary information and documents to the appropriate authorities.
7. The applicant is responsible for providing all necessary information and documents to the appropriate authorities.
8. The applicant is responsible for providing all necessary information and documents to the appropriate authorities.
9. The applicant is responsible for providing all necessary information and documents to the appropriate authorities.
10. The applicant is responsible for providing all necessary information and documents to the appropriate authorities.

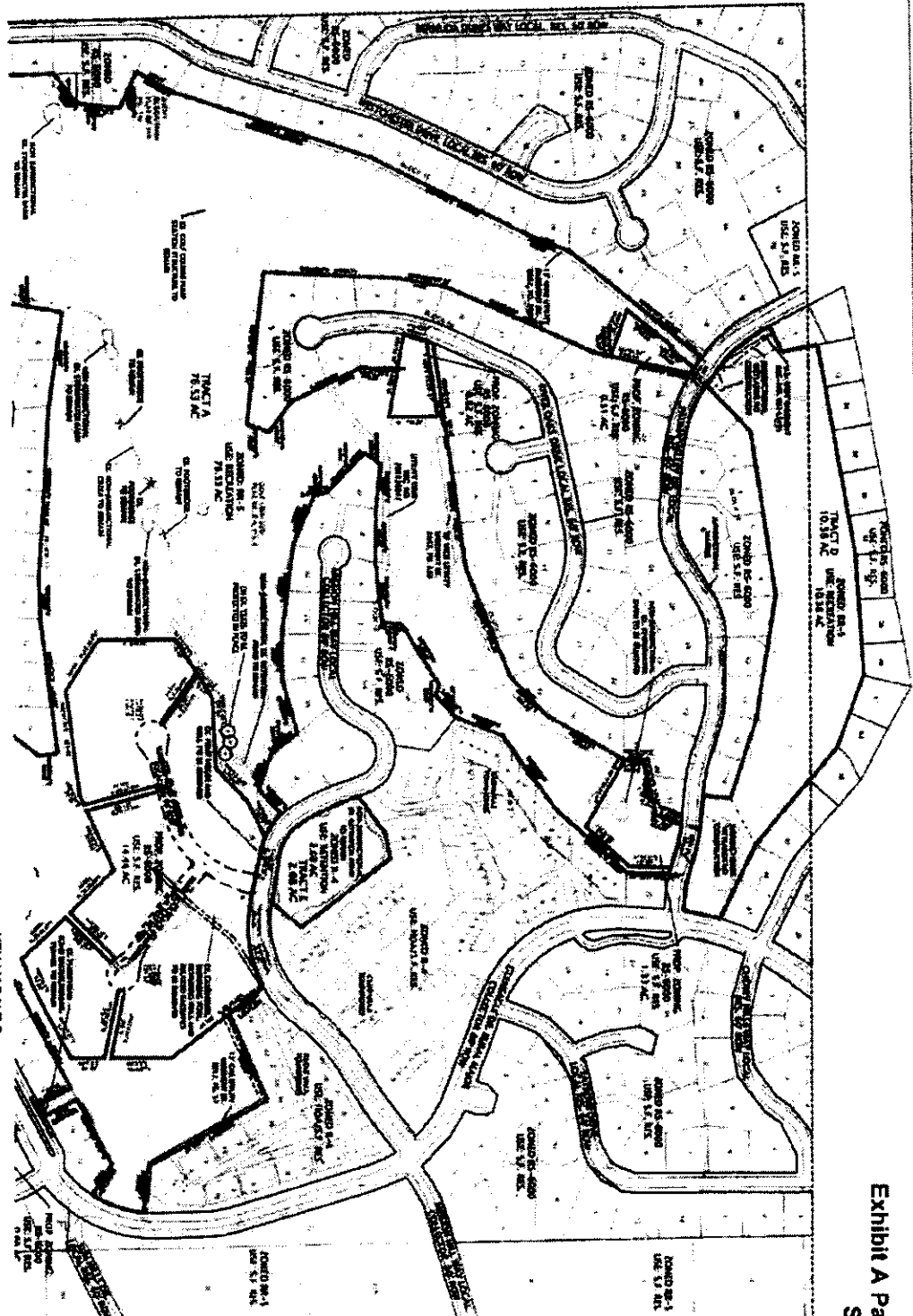
Exhibit A Part One
Sheet 1

SKPC
 SKETCH PLAN AMENDMENT
 SKP-16-001

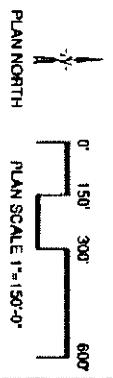
William Green
 ARCHITECT

SKETCH PLAN AMENDMENT
 GLENEAGLE GOLF COURSE
 RESIDENTIAL INFILL DEVELOPMENT
 EL PASO COUNTY, CO

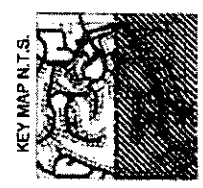
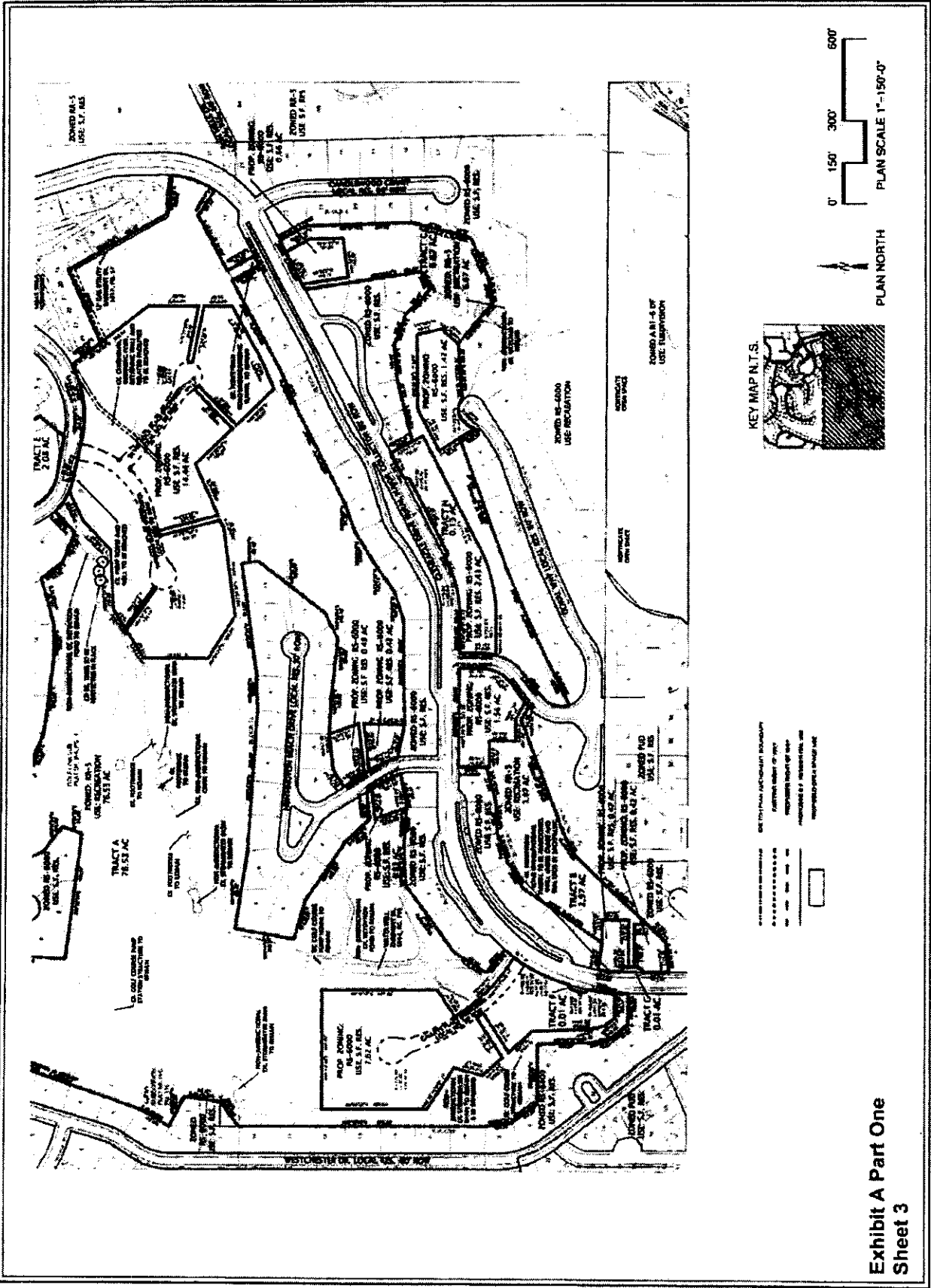
Exhibit A Part One
Sheet 2



- KEY MAP N.T.S.
- PROPOSED IMPROVEMENTS
 - EXISTING IMPROVEMENTS
 - PROPERTY LINES
 - EASEMENTS
 - UTILITIES
 - FLOOD HAZARD
 - ADJACENT ZONING
 - ADJACENT TRACTS
 - ADJACENT TRACTS
 - ADJACENT TRACTS



<p>SKETCH PLAN AMENDMENT</p> <p>SKP1</p> <p>2 of 3 sheets</p> <p>SKP-16-001</p>	<p>PROJECT NO. 16-001</p> <p>DATE 10/15/16</p> <p>SCALE 1"=150'-0"</p>	<p>SKETCH PLAN AMENDMENT</p> <p>GLENEAGLE GOLF COURSE</p> <p>RESIDENTIAL INFILL DEVELOPMENT</p> <p>EL PASO COUNTY, CO</p>	<p><i>William Govee</i></p> <p>Professional Engineer</p> <p>10101 West Loop West, Suite 100</p> <p>Dallas, Texas 75243</p> <p>Phone: 972-251-1111</p> <p>Fax: 972-251-1112</p> <p>www.williamgovee.com</p>
	<p>PREPARED BY: []</p> <p>CHECKED BY: []</p> <p>DATE: []</p>	<p>PROJECT NO. 16-001</p> <p>DATE 10/15/16</p> <p>SCALE 1"=150'-0"</p>	<p>PROJECT NO. 16-001</p> <p>DATE 10/15/16</p> <p>SCALE 1"=150'-0"</p>

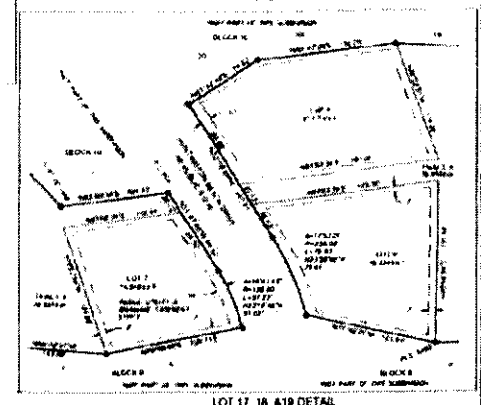
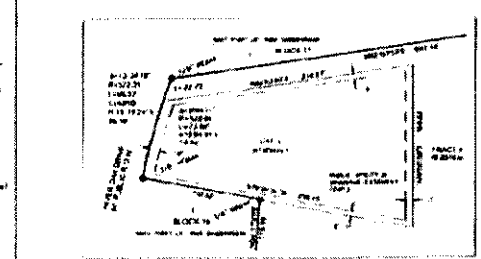
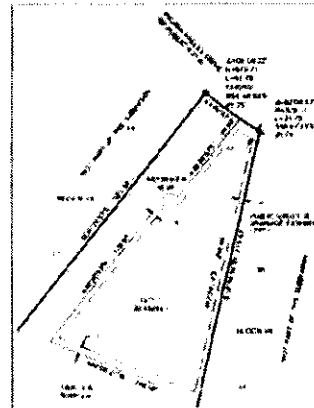
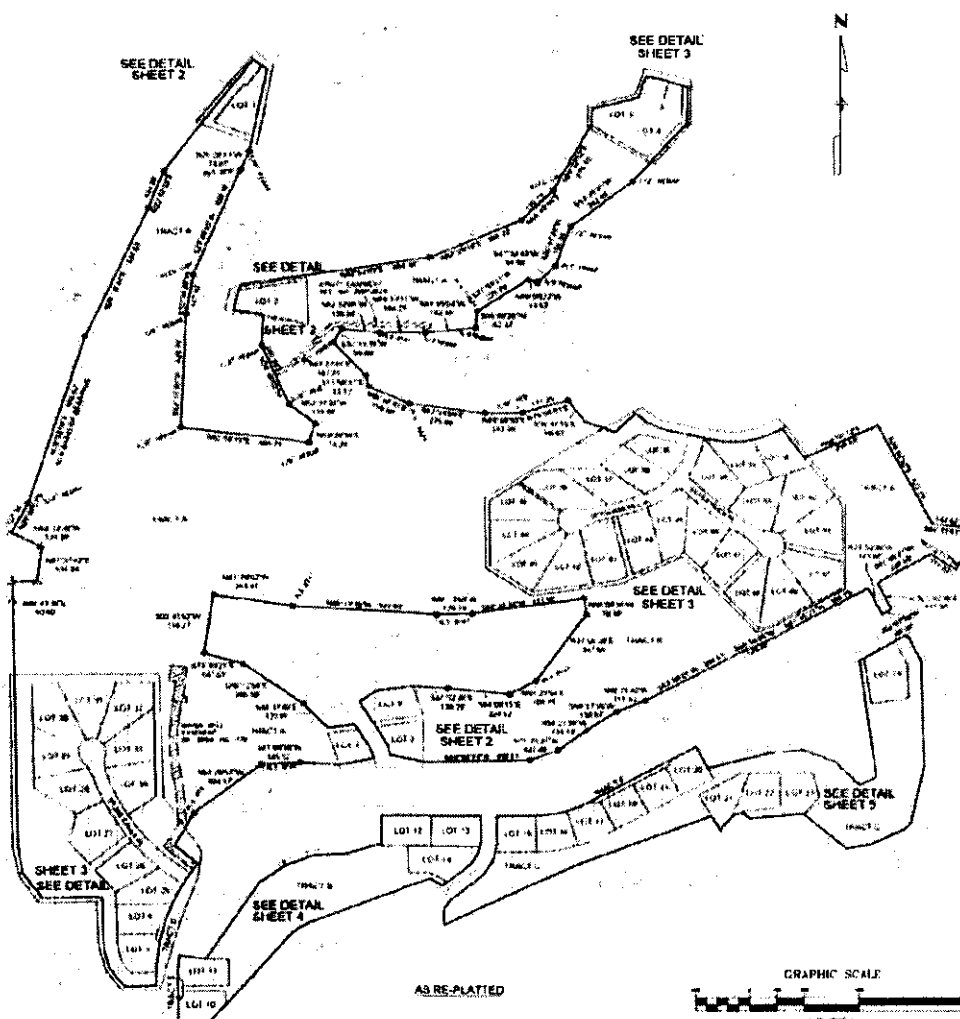


- KEY MAP N.T.S.**
- PROPERTY BOUNDARY
 - EXISTING LOT LINES
 - EXISTING LOT CORNERS
 - EXISTING LOT AREA
 - EXISTING LOT PERMITS
 - EXISTING LOT ZONING
 - EXISTING LOT USE
 - EXISTING LOT DEVELOPMENT
 - EXISTING LOT IMPROVEMENTS
 - EXISTING LOT UTILITIES
 - EXISTING LOT EASEMENTS
 - EXISTING LOT ENCUMBRANCES
 - EXISTING LOT LIENS
 - EXISTING LOT TAXES
 - EXISTING LOT RECORDS
 - EXISTING LOT DOCUMENTS
 - EXISTING LOT INSTRUMENTS
 - EXISTING LOT RECORDS
 - EXISTING LOT DOCUMENTS
 - EXISTING LOT INSTRUMENTS

GLENEAGLE GOLF CLUB FILING NO. 1

A REPLAT OF TRACTS C, D AND L, DONALD SUBDIVISION FILING NO. 1
AND TRACT P, DONALD SUBDIVISION FILING NO. 2
PART OF THE SOUTH HALF OF SECTION 33, T11S, R68W, 68N P. M.
AND PART OF SECTION 6, T12S, R68W, 68N P. M.
EL PASO COUNTY, COLORADO

Exhibit A Part Two



TRACT	OWNER	REMARKS
1	UNION PACIFIC RAILROAD CO. AND PUBLIC OWNERS	UNION PACIFIC RAILROAD CO. AND PUBLIC OWNERS
2	THE STATE OF COLORADO	THE STATE OF COLORADO
3	THE STATE OF COLORADO	THE STATE OF COLORADO
4	THE STATE OF COLORADO	THE STATE OF COLORADO
5	THE STATE OF COLORADO	THE STATE OF COLORADO
6	THE STATE OF COLORADO	THE STATE OF COLORADO
7	THE STATE OF COLORADO	THE STATE OF COLORADO

- 1. THERE IS NO RECORD OF THIS PLAT AS YET.
- 2. THIS PLAT IS SUBJECT TO A PLAT BY THE COLORADO CENTRAL RAILROAD COMPANY, FILED IN THE PUBLIC RECORDS OF THE COUNTY OF EL PASO, COLORADO, ON APRIL 1, 1911.
- 3. THIS PLAT IS SUBJECT TO A PLAT BY THE COLORADO CENTRAL RAILROAD COMPANY, FILED IN THE PUBLIC RECORDS OF THE COUNTY OF EL PASO, COLORADO, ON APRIL 1, 1911.
- 4. THIS PLAT IS SUBJECT TO A PLAT BY THE COLORADO CENTRAL RAILROAD COMPANY, FILED IN THE PUBLIC RECORDS OF THE COUNTY OF EL PASO, COLORADO, ON APRIL 1, 1911.
- 5. THIS PLAT IS SUBJECT TO A PLAT BY THE COLORADO CENTRAL RAILROAD COMPANY, FILED IN THE PUBLIC RECORDS OF THE COUNTY OF EL PASO, COLORADO, ON APRIL 1, 1911.
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- 7. THIS PLAT IS SUBJECT TO A PLAT BY THE COLORADO CENTRAL RAILROAD COMPANY, FILED IN THE PUBLIC RECORDS OF THE COUNTY OF EL PASO, COLORADO, ON APRIL 1, 1911.

NOTES: IN EXERCISE OF THE GENERAL POWER GRANTED BY THE COLORADO STATUTE, THE SURVEYOR HAS RE-PLATTED THE TRACTS SHOWN ON THIS PLAT TO CORRECT THE MISTAKES AND DEFECTS IN THE ORIGINAL PLAT. THE SURVEYOR'S RE-PLATTING IS SUBJECT TO THE APPROVAL OF THE COLORADO STATE ENGINEER. THE SURVEYOR'S RE-PLATTING IS SUBJECT TO THE APPROVAL OF THE COLORADO STATE ENGINEER.

PREPARED BY
LWA LAND SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
1111 1/2 N. 10TH ST., SUITE 100
DENVER, COLORADO 80202
PHONE: 733-1111
FAX: 733-1112