

**EXHIBIT B**

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**THE PROPOSED AMENDED AND RESTATED DECLARATION AND THE  
PROPOSED LIMITED AMENDMENT TO THE DECLARATION SOUGHT FOR  
APPROVAL BY THE COURT THROUGH THIS PETITION ARE ATTACHED.**

El Paso County Clerk and Recorder:

Index in grantee's index under "Gleneagle Civic Association" and "Gleneagle Civic Association" and in the grantor's index under "Gleneagle Civic Association" and the names of each person executing this Declaration.

**AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GLENEAGLE CIVIC ASSOCIATION**

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2025 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
GLENEAGLE CIVIC ASSOCIATION

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gleneagle Civic Association ("Declaration") is made effective upon recording.

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, the Declaration of Covenants, Restrictions and Charges for Gleneagle (the "Original Declaration"), and as may have been subsequently corrected or supplemented by additional recorded documents, subjecting the property described therein to its covenants, conditions and restrictions.

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 (the "1983 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.

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.

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.

F. Since the 2001 First Amendment to Restated Declaration was recorded, property has been added to the Association by way of instruments recorded at reception numbers 204162693, 217127123 and 221015833 of the records of the El Paso County Clerk and Recorder's Office:

G. All of the real property in the documents referenced above constitute the Association and are hereby subject to this 2025 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gleneagle Civic Association (hereafter the "Declaration").

H. Article III, Section 309 of the 1983 Declaration provides that it may be amended with the agreement of sixty-seven percent (67%) of the Owners.

I. This Declaration does not change the allocated interests of the Lots and does not terminate the Community.

J. The purposes of the amendments in this Declaration include, but are not limited to, the following: to delete declarant rights and responsibilities that are no longer applicable; to update the 1983 Declaration to comply with current state law; and to update provisions so as to allow the Association to efficiently operate the Community and deal with Community concerns.

K. Owners holding at least sixty-seven percent (67%) of the total Association vote desire to amend the 1983 Declaration and have approved this Amended and Restated Declaration in writing. Those approving this Declaration have determined it to be reasonable and not burdensome.

**The 1983 Declaration, as amended, is replaced in its entirety by this Declaration.**

**ARTICLE 1. NAME AND LOCATION**

**Section 1.1 Name.** The type of common interest community is a planned community. The Association's name is Gleneagle Civic Association.

**Section 1.2 Location.** The Community subject to this Declaration and certain portions of the Act is located in El Paso County, Colorado, as more particularly provided in the Recitals to this Declaration. The Plat relating to the Community is in the records of the Clerk and Recorder of El Paso County, Colorado. The Plat is incorporated herein by reference as fully as if the same was set forth in its entirety herein.

**ARTICLE 2. DEFINITIONS**

**Section 2.1 General.** Terms used in these Governing Documents, as defined below, have their normal, generally accepted meanings or the meanings given in the Colorado Common Interest Ownership Act or the Colorado Revised Nonprofit Corporation Act, unless the context requires otherwise.

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

(b) **Association** means Gleneagle Civic Association, a Colorado nonprofit corporation and its successors. The Board of Directors will exercise all Association powers and conduct and manage all Association affairs unless a particular power is expressly reserved to the Owners.

(c) **Assessments** are the dues paid by Owners in the form of annual assessments for Common Expenses, special assessments for a specific purpose, and individual assessments for charges incurred by the Association as a result of an Owner, their guest, tenant, resident, licensee, invitee or contractor on their behalf.

(d) **Board or Board of Directors** means the body responsible for management and operation of the Association. The term has the same meaning as executive board as defined in the Act.

(e) **Bylaws** mean the Bylaws of the Association.

(f) **Common Area** means all real property owned by the Association for the common use and enjoyment of the Owners, together with all improvements located thereon, but excluding the Lots. Common Area means the same as common elements in the Act.

(g) **Common Expenses** mean the expenses and liabilities incurred or anticipated to be incurred by the Association including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Areas, and for fulfilling any of the Association's powers and duties.

(h) **Community-Wide Standard** means the standard of conduct, maintenance, or other activity generally prevailing within the Gleneagle Civic Association Community. This standard may be more specifically determined by the Board of Directors.

(i) **Community** means all that property described in the Recitals.

(j) Declaration means this 2025 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gleneagle Civic Association, as may be amended and supplemented from time to time.

(k) Electronic Record means information created, transmitted, received or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, and facsimile transmissions.

(l) Governing Documents mean this Declaration, the Association's Articles of Incorporation, Bylaws, Plat, Rules and Regulations, and Policies and Procedures, all as may be supplemented or amended from time to time.

(m) Improvement means every structure and all appurtenances thereto of every type and kind including, but not limited to, buildings, outbuildings, fixtures, utilities, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning units, hot tubs, gazebos, pergolas, pumps, wells, tanks, solar collectors, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water sewer, gas, electricity, solar energy, telephone, regular or cable television or other utilities.

(n) Lot means and refers to any of the separately numbered lots or plots shown upon any recorded subdivision Plat of the Community, together with all appurtenances and improvements, with the exception of the Common Area and any public streets or rights-of-way.

(o) Majority means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

(p) Member means any Owner. The terms "Member" and "Owner" may be used interchangeably.

(q) Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

(r) Mortgage Holder means the holder of any Mortgage.

(s) Owner or Lot Owner means the record titleholder of a Lot within the Community, but does not include a Mortgage Holder.

(t) Person means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

(u) Plat means the subdivision plat(s) for the Community as recorded, which plat(s) is a part of this Declaration.

(v) Policies and Procedures mean any instrument, as a part of any of the Governing Documents, and/or as may be adopted by the Association. The definition of Policies and Procedures may include Rules and Regulations.

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

(x) Residence means the dwelling unit located on the Lot.

(y) Rules and Regulations means any instrument adopted by the Association, as

allowed for under this Declaration and the Act, to the extent it applies to limited expense communities, for the regulation and management of the Community, Residents, Common Area and/or Lots, including any amendments or revisions.

**ARTICLE 3. ASSOCIATION MEMBERSHIP, ALLOCATION OF VOTES, AND ALLOCATION OF LIABILITY FOR COMMON EXPENSES**

**Section 3.1 Mission Statement.** The Association and the Governing Documents exist to help maintain the property values and assets of the Gleneagle Civic Association. Other goals are to help promote harmonious community living, preserve the common scheme and design, and create a sense of fairness and equity among Members. These covenants have been designed to promote voluntary compliance. By fostering positive interaction with one another and working collaboratively on common issues and concerns, the Community will strive to maintain property values and assets.

**Section 3.2 Membership.** Every Person who is a record Owner of a fee interest in any Lot subject to this Declaration is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot is the sole qualification for membership. No Owner, whether one or more Persons, will have more than one membership per Lot owned. Membership does not include Persons who hold an interest as security for the performance of an obligation, but granting a security interest will not terminate the Owner's membership.

(a) **Voting.** The Owner(s) is entitled to one vote for the Lot. When more than one Person holds an ownership interest in any Lot, the vote for the Lot will be exercised as those Owners determine among themselves, otherwise the Lot's vote will be suspended if more than one Person seeks to exercise it.

(b) **Common Expenses.** Except as provided elsewhere in the Governing Documents, the amount of all Common Expenses will be assessed equally among all Lots.

**ARTICLE 4. EASEMENTS AND COMMON AREA**

**Section 4.1 Easements for Use and Enjoyment.** Owners and Residents have a right and non-exclusive easement of ingress and egress, and use and enjoyment in and to the Common Areas, subject to the following provisions:

(a) the Association's right to have access to the Lots to discharge its rights and obligations under the Governing Documents, including, without limitation, the maintenance responsibility of the Association;

(b) the Association's right to grant easements, leases and licenses across the Common Areas;

(c) the Association's right to dedicate or transfer all or any portion of the Common Areas subject to approval of Owners holding eighty percent (80%) of the total Association vote; and

(d) the Association's right to change the use of portions of the Common Areas or to close portions of the Common Areas.

Any Owner may delegate the right to use and enjoy the Common Areas and facilities located thereon to the members of his or her family, or other Residents and guests. If the Lot is leased, the Owner will be deemed to have delegated these rights to the Residents of his or her Lot.

**Section 4.2 Utilities.** A blanket easement for utilities may exist upon, across, over, and under the Lots as shown upon the recorded plat of the Community. Additional utility easements may be established upon the Common Areas pursuant to the provisions of this Declaration or as may be granted

by the Board of Directors of the Association.

**Section 4.3**        **Encroachments.** To the extent an Improvement on a Lot or Common Area encroaches on any other Lot or Common Area, due to the unintentional placement or settling or shifting of the Improvement as constructed, reconstructed, or altered thereon, a valid easement for encroachment, maintenance and use exists for the period of time that the encroachment exists. However, in no event will an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner or the Association.

**Section 4.4**        **Easements Deemed Created.** All conveyances of portions of the Community (including Lots) will be construed to grant and reserve the easements contained in this article, even though no specific reference to the easements or to this article appears in the conveyance.

**Section 4.5**        **Common Areas.** The Common Areas consist of all portions of the Community not located within the boundaries of a Lot that are owned by the Association. The Common Areas will remain undivided, and no Owner or any other person is authorized to bring any action for partition or division of the whole or any part. Each Owner and the Association may use the Common Areas for the purposes for which they are intended, but no use will interfere with the lawful rights of other Owners.

## **ARTICLE 5.                    ASSESSMENTS**

**Section 5.1**        **Purpose of Assessment.** The Association has the power to levy assessments for the operational costs of the Association (annual assessments), assessments for a special purpose (Section 5.9), and individual assessments (Section 5.5). Assessments for Common Expenses are used to fulfill the Association's obligations pursuant to this Declaration and to promote the common benefit and enjoyment of the Owners and Residents in the Community as may be more specifically defined and authorized from time to time by the Association, including, but not limited to enforcing these covenants.

**Section 5.2**        **Personal Obligation For Assessments.** Each Owner covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments; and (c) individual assessments which are established pursuant to the terms of this Declaration. These amounts are also the personal obligation of the Person who owned the Lot when the assessment fell due. The personal obligation to pay any past due sums due the Association does not pass to a successor in title unless expressly assumed.

**Section 5.3**        **Lien.** All assessments, together with charges, interest, costs, and reasonable attorney fees actually incurred (including post-judgment attorney fees, costs and expenses), up to the maximum amount permitted by law, is a charge and a continuing lien upon the Lot against which each assessment is made. The Association has authority to record a notice of lien in the county's real property records evidencing the Association's lien. The Association's lien under this article is not subject to the provision of any homestead exemption as allowed under law. The lien has priority over all other liens and encumbrances on a Lot except liens and encumbrances recorded prior to the recording of the Original Declaration and liens for real estate taxes and other government assessments or charges against the Lot.

**Section 5.4**        **Payment of Assessments.** Assessments will be paid in the manner and on the dates fixed by the Association. No Owner is exempt from liability for or may withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Area, the Association's failure to provide services or perform its obligations, or inconvenience or discomfort arising from the Association's performance of its duties.

**Section 5.5**        **Individual Assessments.** The Association has the right to add to any Owner's assessment any amounts expended by the Association for the benefit of any individual Lot or resident thereof, including improvement, repair, replacement and maintenance specific to the Lot as authorized under the terms of this Declaration; repair, replacement and maintenance of any areas of Association maintenance responsibility caused by the negligent or willful acts of any Owner, Owner's guest,

tenant, employee, licensee, or invitee; and all fines and costs assessed against an Owner and the Owner's Lot pursuant to the Governing Documents.

**Section 5.6**      **Delinquent Assessments.** All assessments and related charges not paid on or before the due date are delinquent, and the Owner is in default.

(a)      If any assessment, fine, or charge is not paid in full within **thirty (30) days** of the due date, or any later date specified in the Association's collection policy:

(i)      a late charge in an amount specified in the Association's collection policy may be imposed without further notice or warning;

(ii)      interest at the rate specified in the Association's collection policy may be imposed without further notice or warning; and

(iii)      upon thirty (30) days' written notice, the Association may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner loses the privilege of paying assessments and charges in installments for that fiscal year, unless the Association, in its sole discretion reinstates the privilege.

(b)      If any assessments, fines or other charges remain unpaid more than **thirty (30) days** after the due date, the Owner's right to vote will be automatically suspended until all amounts owed are paid in full, and the Association may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Colorado law, including reasonable attorney fees. Enforcement under this section is not dependent upon or related to other restrictions and/or other actions.

(c)      If partial payment of assessments or other charges are made, the amount received will be applied as specified in the Association's collection policy.

(d)      The Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay the delinquent assessments or related charges and may foreclose its lien against the Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for delinquent assessments or related charges may be commenced and pursued without foreclosing, or in any way waiving, the Association's lien. The Association may only bring a foreclosure action for unpaid assessments and may not foreclose based solely on unpaid fines, interest, late fees or attorney's fees.

(e)      The Association's lien foreclosure or attempted foreclosure does not preclude the Association from foreclosing its lien again for any subsequent delinquent assessment or related charges. The Association may bid on or purchase any Lot at foreclosure or other legal sale, and acquire and hold, lease, mortgage, convey or otherwise deal with the Lot. If a lien foreclosure action is filed, and an Owner abandons or vacates his or her Lot, the Association may apply for the appointment of a receiver for the Lot without prior notice to the Owner.

**Section 5.7**      **Maximum Amount of Annual Assessments for Common Expenses.** The annual average common expense liability of each Lot restricted to residential purposes, exclusive of optional user fees and any insurance premiums paid by the Association, shall not exceed two hundred dollars (\$200.00), as adjusted pursuant to C.R.S. §38-33.3-116(3) so as to always remain exempt from the Colorado Common Interest Ownership Act except for Sections 38-33.3-105 to 38-33.3-107.

**Section 5.8**      **Budget and Assessment.** Prior to the beginning of each fiscal year, the Association will prepare a budget covering the estimated costs of operating the Community during the coming year, including an annual reserve contribution for replacement of improvements that are its responsibility, and establish the annual assessment or installments for the coming year.

If the Association proposes a budget that increases assessments up to five percent (5%) higher than the budget for the prior year, that budget must be approved as follows, but shall never exceed the limit set forth in Section 5.7 above: The Association will deliver a summary of the budget to each Member within ninety (90) days after the Board adopts the budget and set a date for an Association meeting to consider the budget, which meeting will occur within a reasonable time after delivery of the budget summary. The budget and the assessment will become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership. If the membership disapproves the proposed budget or the Association fails for any reason to determine the budget for the succeeding year, then until a new budget is determined, the budget in effect for the current year will continue.

If the Association proposes a budget that increases assessments more than five percent (5%) higher than the budget for the prior year, that budget must be approved as follows, but shall never exceed the limit set forth in Section 5.7 above: The Association will deliver a summary of the budget to each Member within ninety (90) days after the Board adopts the budget, and set a date for an Association meeting to consider the budget, which meeting will occur within a reasonable time after delivery of the budget summary. The budget and the assessment will become effective only if approved at a duly called Association meeting by a vote of a majority of the total Association membership. If the membership does not approve the proposed budget or the Association fails for any reason to determine the budget for the succeeding year, then until a new budget is determined, the budget in effect for the current year will continue.

The Association may propose a new budget at any time during the year. The approval procedure set forth in this section for budgets will also apply to a new budget proposed by the Association.

The budget will not operate as a limitation on expenditures by the Association but is an estimate of Common Expenses on which the Association bases the annual assessments.

**Section 5.9**      **Special Assessments.** In addition to the annual assessment provided for above, the Association may, at any time, and in addition to any other rights it may have, propose a special assessment against all Owners to meet any unanticipated or unexpected expenses. Any special assessment (except as provided in this Declaration regarding repair or reconstruction of casualty damage to or destruction of all or part of the Community) will become effective upon the affirmative vote at a meeting of the Owners called for such purposes at which a quorum is present of **sixty-seven percent (67%)** of all the Owners in the Association.

**Section 5.10**      **Statement of Account.** The Association will furnish to an Owner or the Owner's designee or to a holder of a security interest or its designee a statement setting forth the amount of unpaid assessments then levied against the Owner's Lot. The Association will deliver the statement personally or by certified mail, first class postage prepaid, return receipt requested to the inquiring party within fourteen (14) calendar days after the Association's registered agent receives the request by personal delivery or by certified mail, first class postage prepaid, return receipt requested. The information contained in the statement, when signed by the Association's treasurer or managing agent, if any, will bind the Association, the Board, and every Owner as to the person or persons to whom the statement is issued and who rely on it in good faith. The Association may establish a reasonable fee relating to the statement, which may incorporate any fees imposed by a managing agent.

**Section 5.11**      **Surplus Funds and Common Profits.** Common profits from whatever source will be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses will be added to the Association's capital reserve account.

## **ARTICLE 6.                      MAINTENANCE RESPONSIBILITY**

**Section 6.1**      **By the Owner.** Each Owner is obligated to maintain and keep in good repair all portions of the Owner's Lot consistent with the Community-Wide Standard. This maintenance responsibility includes, but is not limited to the following:

(a) **Improvements.** Each Owner is responsible for maintenance, repair and replacement of the property and Improvements located within their Lot boundaries, including exterior lighting, decks, patios, driveways; sidewalks (including snow removal), doors, garage doors, windows and painting or staining the exterior surfaces of the Residence and any other approved Improvement on the Lot.

(b) **Landscaping.** Each Owner is required to maintain the landscaping on the Lot in a safe, neat, attractive and well-kept condition, which includes: lawns mowed regularly (not applicable to xeriscaped areas, bunches of tall accent grasses or turf grass that does not exceed 6" in height); hedges, shrubs, and trees pruned and trimmed; adequate watering; replacement of dead, diseased or unsightly vegetation; and regular removal of weeds and debris. Each Owner is also responsible landscaped areas between street curbs and Lot lines, unless such areas are expressly designated to be Common Area maintained by applicable government authorities or the Association. Landscaping will not be maintained in any manner that impairs the ability of drivers to have unobstructed views from the street.

Each Owner must perform his or her obligations in a manner that does not unreasonably disturb other Owners and Residents. Any maintenance or repair performed on or to the Common Areas by an Owner or Resident (including, but not limited to, landscaping of Common Areas) performed without the Association's prior written approval shall be done at the Owner's sole expense, the Owner may be required at their sole expense to restore the Common Area to the condition it was previously in, and the Owner or Resident is not entitled to reimbursement from the Association even if the Association accepts the work that was performed by an Owner or Resident.

**Section 6.2** **By the Association.** The Association will maintain and keep in good repair as a Common Expense the Common Areas of the Community. The foregoing maintenance will be performed consistent with the Community-Wide Standard.

If the Association determines that the need for maintenance, repair, or replacement of the Common Areas is caused through the willful or negligent act of any Owner or Resident or their family, guests, lessees, or invitees, the Association may assess the cost of that maintenance, repair, or replacement against the Owner's Lot, which cost will become the Owner's personal obligation, a lien against the Lot, and collected as provided in this Declaration and the Association's collection policy.

**Section 6.3** **Failure to Maintain.** If the Association determines that any Owner has failed or refused to properly discharge his or her maintenance, repair, or replacement obligations, as provided in the Governing Documents, the Association will give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary work at the Owner's sole cost and expense. The notice will describe with reasonable particularity the work the Association deems necessary.

Unless the Association determines that an emergency exists, the Owner will have fifteen (15) days from the date of the notice to control weeds, grass, and/or other unsightly growth on the Lot and thirty (30) days to complete maintenance or repair to the Residence or other Improvements on the Lot. If the maintenance or repair of the Residence or other Improvements on the Lot cannot reasonably be completed within such time period, the Owner must commence replacement or repair within thirty (30) days. If the Association determines that: (a) an emergency exists; or (b) the Owner has not complied with the Association's demand, the Association may perform the work, then assess the cost of that maintenance, repair, or replacement against the Owner's Lot, which cost will become the Owner's personal obligation, a lien against the Lot, and collected as provided in this Declaration and the Association's collection policy.

**Section 6.4** **Maintenance Standards and Interpretation.** The maintenance standards and enforcement and the interpretation of maintenance obligations under the Governing Documents may vary from one term of the Board to another term of the Board. These variances do not constitute a waiver of any right to adopt and enforce maintenance standards. No decision or interpretation by a prior Board constitutes a binding precedent with respect to subsequent Board decisions or interpretations.

## ARTICLE 7. ARCHITECTURAL CONTROLS

**Section 7.1 Architectural Review Committee.** The Architectural Review Committee ("ARC") consists of three or more persons appointed by the Board of Directors and which may include wholly or in part some or all of the members of the Board. The Board of Directors may determine terms of office, fill vacancies, and may remove committee members, with or without cause and at any time. If the Board of Directors does not appoint committee members, the Board will serve as the ARC. The ARC may propose design guidelines or edits to the design guidelines at any time, subject to Board approval.

**Section 7.2 Approval Required.** No Owner will commence, place, erect, alter or demolish any Improvement to Property (as defined below) upon any portion of the Gleneagle Civic Association without prior written approval from the ARC.

**Section 7.3 Improvement to Property.** "Improvement to Property" requiring approval of the ARC, means and includes, without limitation: (a) construction, installation, erection or expansion of any building, structure or other Improvements, including utility facilities; (b) demolition or destruction, by voluntary action, of any building, structure or other Improvements; (c) grading, excavation, filling, or similar disturbances to the land including, without limitation, change of grade, ground level, or drainage pattern; (d) landscaping, planting, clearing or removing of trees, shrubs, grass or plants; and (e) any change or alteration of any previously approved Improvement to Property by an Owner or Owner's predecessor-in-title, including any change of exterior appearance, color or texture.

**Section 7.4 Application Procedure.** Applications are required to show exterior design, height, distances to property lines and other structures on the Lot, materials, color, location of the structure or addition to the structure or proposed Improvement to Property, location and size of driveways, walls, windbreaks and grading plan, as well as any other materials and information as may be required by the ARC and/or set forth in the Design Guidelines. Applications must be submitted to the Association's managing agent or other designated person. Applications will be reviewed by the ARC. Owners submitting applications are responsible for providing documentation to the ARC regarding harmony of external design, effective location and use of existing Improvements and proposed Improvements to Property, preservation of aesthetic beauty and conformity with specifications and purposes generally set forth in the Declaration and the Design Guidelines. The ARC may require submission of additional plans, specifications, or other information prior to approving or disapproving the application. Notwithstanding Section 7.9 below, until the ARC has received all required materials in connection with the application, it may postpone review of any materials submitted for approval. Replacement of previously approved Improvements to Property with Improvements to Property of the exact same like and kind are required to have an application submitted to the ARC, in writing, but will be deemed approved upon submission.

**Section 7.5 Architectural Review Criteria.** The ARC will exercise its reasonable judgment with the objective that proposed Improvements to Property conforms to and harmonizes with the existing surroundings, Residences, landscaping and structures. The ARC's approval on matters coming before it will not be unreasonably withheld, and actions taken will not be arbitrary or capricious. Criteria for approval include, but are not limited to: (a) conformity and harmony of exterior appearances with neighboring structures, including design compatibility and scale; (b) color and materials to be used; (c) location on the Lot; (d) relation to the natural environment; (e) street visibility; (f) preservation of aesthetic beauty and conformity with the specifications and purposes generally set out in this Declaration and in the Design Guidelines, if any; and (g) any other matter the ARC deems to be relevant or appropriate.

**Section 7.6 VariANCES.** The ARC may recommend reasonable variances or adjustments from any conditions and restrictions imposed by the Governing Documents to overcome practical difficulties and unnecessary hardships resulting from the application of the conditions and restrictions contained in the Governing Documents. Any variance or adjustment recommended is subject to the Board of Director's written approval.

**Section 7.7 Reply and Communication.** The ARC will respond to Owner's application within thirty (30) days of receipt of the completed application and all information the ARC reasonably

requires, provided that the response time will be forty-five (45) days if a variance is requested or required. If the ARC fails to respond to the application within this time frame, then the applicant may send written notice, via certified mail, to the Association's President and the Association's managing agent, that the applicant intends to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within fifteen (15) days of receipt of the applicant's notice, the approval will not be required and this article will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this article are satisfied, nothing herein authorizes anyone to construct or maintain any Improvement to Property that is otherwise in violation of the Governing Documents or of any applicable zoning or other laws.

**Section 7.8**      **Commencement of Approved Work.** All Improvements to Property approved by the ARC must be commenced within six (6) months from the date of approval. If not commenced within this time, then approval expires, unless the ARC gives a written extension to start the work. At a mutually agreed time, the ARC or its representative is authorized to enter the Lot to inspect the ongoing and completed work. All work must be performed in accordance with the plans as approved by the ARC, including any conditions the ARC imposed.

**Section 7.9**      **Completion of Approved Work.**

(a) All work approved by the ARC will be completed within ninety (90) days or within the timeframe agreed upon in writing by the ARC and Owner from the date of commencement or within the timeframe specified by the ARC, unless the approval is for the building of a new residence on a Lot, in which case all of the approved work must be completed within twelve (12) months after approval by the ARC, unless the ARC otherwise agrees to a longer period in writing. All approved Improvements to Property must be completed in their entirety, unless the ARC otherwise agrees in writing.

(b) Upon completion, the Owner will give written notice of completion to the ARC. All applicable statutes of limitations will be tolled until the Association receives the written notice of completion.

**Section 7.10**      **Notice of Noncompliance.** The Committee will issue the owner a notice of non-compliance if work is done without prior approval, or is not performed in accordance with the approved application, or is not completed within the required time frame. Within forty-five (45) days and at the Owner's sole cost and expense, the Owner must correct items listed in the notice of non-compliance or restore the Lot to the condition that existed prior to the commencement of the work.

**Section 7.11**      **Right to Appeal.** If the Board is not acting as the ARC Committee, the applicant may appeal the Committee's decision to the Board of Directors by written appeal submitted to the Board within thirty (30) days of the date that the ARC decision or notice is mailed to the Owner. The Board of Directors will review the decision of the ARC and all materials submitted to the ARC pursuant to the criteria set forth in this article and the Design Guidelines. The ARC's decision may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the Board concludes that the ARC's decision was not consistent with the criteria set forth in this article and the Design Guidelines, if any. If the Board denies the Owner's appeal, the Owner will have forty-five (45) days from the date of notice of the Board's decision to correct the noncompliance. If the Board does not issue its decision on any appeal within sixty (60) days of the submission date, then appeal is deemed denied.

**Section 7.12**      **Limitation of Liability.** Neither the Association nor its directors, officers, committee members or agents will bear any responsibility for the design, quality, structural integrity or soundness of approved construction or modifications, nor for compliance with building codes, zoning regulations, and other governmental requirements. The Association, its directors, officers, committee members, and agents are not liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or to modifications to any Lot. No lawsuit, action or claim may be brought against any of the foregoing for any injury, damage or loss.

**Section 7.13**      **No Waiver of Future Approvals.** The Association's approval of any

proposals and applications for any work done or proposed, or in connection with any other matter requiring the Association's approval, is not a waiver of any right to withhold approval as to any similar proposals and applications.

## **ARTICLE 8. COVENANTS**

**Section 8.1 Owner Responsibility for Compliance.** Each Owner is responsible for ensuring that the Owner's family, guests, invitees, and Residents comply with all provisions of the Governing Documents. Each Owner and Resident will endeavor to observe and promote the purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, or Residents as a result of the person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner.

### **Section 8.2 Use of Lots.**

(a) **Residential /Business Use.** Except as provided below, each Lot will be used for residential purposes only. Unless otherwise expressly authorized by the Act as it pertains to limited expense associations and subject to its terms, no trade or business of any kind may be conducted in or from a Lot or any part of the Community, except that the Owner residing in the Residence, or the Resident, may conduct ancillary business activities within the Lot so long as the business activity:

(i) is not apparent or detectable by sight, sound, or smell from outside of the Lot;

(ii) does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Residence without business activity;

(iii) is legal and conforms to all zoning requirements;

(iv) does not increase traffic in the Community in excess of what would normally be expected for Residences in the Community without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other similar delivery services);

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

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

(vii) does not result in a materially greater use of Common Area or Association services.

The terms "business" and "trade," as used in this section, have their ordinary, generally accepted meanings, and include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity.

**Section 8.3 Leasing.** The Community is intended to be an owner-occupied community. However, any Owner has the right to lease or allow occupancy of a Lot upon terms and conditions the Owner deems advisable, subject to restrictions of this Declaration, any other restrictions of record, and the

following:

(a) "Leasing" for the purposes of this Declaration is defined as regular, exclusive occupancy of a Lot by any Person other than the Owner, with or without consideration. For the purposes of this Declaration, occupancy by not more than one roommate of an Owner who occupies the Lot as his or her primary residence does not constitute leasing under this Declaration.

(b) Leases will be for or of the entire Lot. There will be no subleasing of Units or assignment of leases without prior written Association approval.

(c) All leases will be in writing and will provide that the lease is subject to the Governing Documents. The Association has the authority to require a particular lease form or addendum to implement the provisions of this section. Owners are required to provide Residents with copies of the current Declaration and Rules and Regulations.

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

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

(f) All leases are subject to the Association's right to require the Owner to evict the Resident for failure to comply with the Governing Documents.

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

(h) If a Lot is leased or occupied in violation of this section or if the Owner or Resident violates the Governing Documents, the Association will be authorized, in addition to all other available remedies, to levy fines against the Resident and/or Owner, and to suspend all voting privileges.

**Section 8.4** **Use of Common Areas.** There will be no obstruction of access to the Common Areas, nor will anything be kept, parked, or stored on or removed from any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. No exterior additions, alterations, or decorations may be made to any Common Area fencing, trails, monument signage or landscaping. The Association may remove unattended personal property from Common Areas as soon as they are discovered. The Association will not be liable to the Owner of any Lot or his or her Residents, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Areas or for the removal of such property.

**Section 8.5** **Subdivision.** No Lot may be further divided or subdivided, nor may any easement or other interest in less than the whole be conveyed by the Owner of the Lot without the prior written approval of the Association; provided, however, Association approval is not required for the transfer or sale of any Lot or for the granting of any security interest in the Lot. No Owner has the right to partition or seek partition of the Common Area or any Lot.

**Section 8.6** **Temporary and Other Structures.** No temporary or permanent house trailer, mobile home, "fifth wheel", trailer home, travel trailer, motor home (self-propelled recreational vehicle), pop-up trailer, camper van or the like, garage or outbuilding will be placed, parked, or erected upon a Lot except with the Association's prior written approval. However, the Association may adopt Rules and Regulations allowing the temporary use of tents in the backyard for recreational purposes.

**Section 8.7**      **Accessory Buildings.** Except with the prior written permission of the Association, accessory buildings and other structures not attached to the current house or garage shall not be more than one 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 8.8**      **Building Styles.** Architectural standards are established to the end that the community may benefit from the natural Character of its particular location. While the standards for architectural style are flexible, compatibility with the natural environment is required. Contemporary, Southwestern, and Western styles typical of the Pikes Peak Region are desirable. Formal 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 and features of the Lot without excessive grading or other modifications to the land and vegetation.

**Section 8.9**      **Materials and Appearances.** 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 the Association.

(b) Aluminum, vinyl, 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.

(d) Exposed concrete shall be covered with stucco or textured in a manner approved by the Association, and painted.

(e) All roof areas shall be covered with asphalt shingles, tile, slate, copper, or such other material as may be approved by the Association. Wood or other highly flammable materials (as decided by the Association) shall not be used.

**Section 8.10**      **Fences.** No fence shall be installed without the prior written approval of the Association. Fences will only be permitted if they do not unreasonably interfere with the views enjoyed by surrounding properties. As a result, fencing and walls for privacy areas and animal control areas shall be limited to small areas adjoining the primary dwelling. Other fencing, such as fencing along Lot lines, will not be approved unless it does not interfere at all with open views, such as a split rail type fence, from other Lots or from the Common Area. All fences and walls shall be designed and constructed as a visual extension of the architecture of the primary dwelling, including both scale, color and construction materials. The painted, stained or natural coloration of fences shall be consistent with the coloration of the primary dwelling. The finished side of the fences shall face away from the Owner's home. This includes structures that support the pickets.

**Section 8.11**      **Drainage.** There will be no interference with the established drainage patterns over any property within the Community, including privately owned Lots or the Common Area, unless adequate provision is made for proper drainage and approved by the Association. In the event of any such interference where there has been no adequate provision made for proper drainage, the Owner interfering with the established drainage patterns will be liable for any damage resulting from such interference and will be made, at the Owner's sole expense, to remedy the drainage alteration to the satisfaction of the affected property owners, including the Association when the Common Area is affected.

Nothing herein may be construed to affect the rights of an aggrieved Owner to proceed individually against a violator of this section for relief from interference with his or her property rights, and the Board

may, in its discretion, require the aggrieved Owner to seek redress personally for interference with the Owner's property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise will exist by an aggrieved Owner against the Association for failure to enforce the provisions hereof if the aggrieved Owner has not pursued all available remedies against the violator for redress provided under Colorado law.

**Section 8.12 Landscaping Requirements.** All landscaping is subject to the approval of the ARC. Grass, shrubs and trees will be maintained in an attractive, healthy condition, as more particularly provided for in this Declaration. No artificial plants, artificial grasses or flowers may be placed on the Lot as exterior landscape materials unless approved by the ARC.

**Section 8.13 Prohibition of Damage, Nuisance and Noise.** Without the prior written consent of the Board of Directors, nothing will be done or kept on a Lot or the Community that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Noxious, destructive, offensive or unsanitary activities may not be carried on within the Community. No Owner or Resident may use or allow the use of the Lot or any portion of the Community at any time, in any way, that may endanger persons or property, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Residents, or constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Residents a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of their property.

Nothing in this section will be construed to affect the rights of an aggrieved Owner or Resident to proceed individually against a violator for relief from interference with his or her property or personal rights. The Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their rights before the Association intervenes and commences enforcement action. No aggrieved Owner or Resident will have a claim against the Association for failure to enforce the provisions of this section if the aggrieved Owner or Resident has not personally pursued all available remedies against the violator for redress provided under Colorado law.

Specific unauthorized and unreasonable annoyances or disturbances will include, but are not limited to, the following:

(a) fighting, screaming, shouting, excessively loud talking, or playing music or television, raucous behavior or insobriety either outside a Lot at any time or within a Residence if the conduct can be heard in another Residence;

(b) using any alarm, equipment, or device, mechanical or otherwise, that creates or produces excessively loud sounds or any vibrations either outside a Residence at any time or within a Residence if the sounds can be heard or vibrations felt in another Residence;

(c) threatening or intimidating conduct towards any Resident, guest or pet in the Community;

(d) conduct that creates any danger or risk of injury to others or damage to property in the Community;

(e) conduct that creates any noxious or offensive odor if the odors can be detected in another Lot;

(f) incessant or excessive pet noises, including dog barking, if the conduct can be heard in another Residence;

(g) construction or similar activities on a Lot that can be heard within another

Residence between the hours of 9:00 p.m. and 7:00 a.m.;

(h) similar action or activity that interferes with the peaceful use and enjoyment of another Lot or the Common Areas by any other Owner, members of his or her family, guests, invitees, or Residents; or

(i) using or allowing the use of the Lot or the Common Areas in any manner that creates noise between the hours of 11:00 p.m. and 7:00 a.m. that can be heard in another Lot that will unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, or Residents.

**Section 8.14      Pets.**

(a) An Owner or Resident may keep a reasonable number of generally recognized household pets. For the purposes of this section, the following are not considered household pets: wild or domesticated fowl (including poultry), bees, pigs, venomous snakes, or animals determined in the Association's sole discretion to be dangerous animals. The Association may adopt additional Rules and Regulations to supplement this section.

(b) No Owner or Resident may keep, breed or maintain any pet for any commercial purpose. No structure for the care, housing, or confinement of any pet may be constructed or maintained on any part of the Common Areas. Pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Areas. Feces left by pets upon the Common Areas, or on Lots, including the pet owner's Lot, must be removed promptly by the pet owner or other person responsible for the pet.

(c) Any Owner or Resident who keeps or maintains any pet within the Community is deemed to agree to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining the pet within the Community.

**Section 8.15      Unightly Articles.** No unightly article will be permitted to remain on any Lot or any other portion of the property if it is visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, any type of trailer, mobile homes, recreation vehicle, construction equipment of any type, trucks (other than pickups), boats, tractors and other types of farm equipment, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment, will be kept at all times (except when in actual use) in an enclosed structure or otherwise fully screened from view in a manner consistent with this Declaration, such as approved fencing, vegetation, and structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics will be appropriately screened from view. Liquid propane, gas, oil and other exterior tanks will be kept within an enclosed structure.

**Section 8.16      Trash Removal Restriction.** No lumber, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash will be kept stored or allowed to accumulate on any portion of a Lot except within an enclosed structure, in a garage, or behind approved fencing that obscures it from view from neighbors, public roads or the Common Area; provided, however, that normal household waste can be set out in trash cans the evening before scheduled garbage pick-up and must be removed and returned to their enclosed structure by the second evening of the day after garbage pick-up. All equipment for the storage or disposal of such materials will be kept in a clean and sanitary condition.

**Section 8.17      Vehicles and Parking. Prohibited Vehicles.** Including, but not limited to: boats, open or enclosed vehicle & equipment trailers, or any other type of trailer defined as any vehicle designed for carrying persons or property on its own structure and designed to be pulled by a motor vehicle and constructed so that no part of its weight rests upon any other vehicle. ATVs, UTVs, snow mobiles, jet skis, landscape maintenance, farm and construction equipment, motor homes, pop-up

campers, truck campers, camper vans, pickup trucks over one ton, panel trucks, buses, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles), recreational vehicles (as may be defined in the Rules and Regulations). Vehicles with commercial writings on their exteriors may be parked on the Lots and Common Areas only with the prior written approval of the Board. Emergency vehicles, as defined in the Act, are permitted in the Community. Notwithstanding the above, otherwise prohibited vehicles are allowed temporarily on the Lots and Common Areas during normal business hours for the purpose of serving any Lot or the Common Areas; provided, however, no such vehicle may remain on the Lots or Common Areas overnight or for any other purpose unless prior written consent of the Board is first obtained.

No unlicensed vehicles may be parked on the Lots or Common Areas. The Association may, if not prohibited by statute, adopt rules prohibiting some or all vehicular parking on the streets within the Association. No stored or abandoned or inoperable vehicles of any kind may be stored or parked on the Lot or Common Areas. An "abandoned or inoperable vehicle" is defined as any passenger car, truck, motorcycle, boat, trailer, camper house trailer, self-propelled motorized recreational vehicle, or other similar vehicle, which for a period of one week or longer, does not have an operable propulsion system installed therein, has one or more flat tires or has another condition preventing the regular and normal operation and movement of the vehicle. A vehicle will be considered "stored" if it remains in the same location in the Community for fourteen (14) consecutive days or longer without prior written Board permission.

**Section 8.18 Vehicle Repair.** Maintenance, repair, rebuilding, dismantling, repainting, or any kind of servicing of vehicles, trailers or boats may not be performed or conducted in the Community unless done within completely enclosed structures that screen the sight and sound of the activity from the street and from adjoining property. This restriction does not prevent washing and polishing of any motor vehicle, boat, or trailer, together with those activities normally incident and necessary to washing and polishing.

**Section 8.19 Signs.** Except as may be provided for herein or as may be required by state law or legal proceedings, no signs, advertising posters, political placards or billboards of any kind will be erected, placed, or permitted to remain on a Lot without the prior written consent of the Board or its designee, except as follows: (a) one professional security sign not to exceed one square foot in size may be displayed on Lot and a reasonable number of professional security decals not larger than eight inches by eight inches may be displayed within windows in a Residence; (b) one professionally lettered "For Rent" or "For Sale" sign not to exceed three feet by four feet (3' x 4') in size may be displayed on a Lot being offered for sale or for lease; (c) sign(s) as permitted by Colorado law; and (d) flag(s) as permitted by Colorado law. The Association may adopt rules and policies regulating signs and flags within the community including, but not limited to, the number, size, and location that they may be placed within Lots and on residences. The Board has the right to erect reasonable and appropriate signs in the Common Area or on Association owned property on behalf of the Association.

**Section 8.20 Antennas and Satellite Dishes.** Satellite dishes, antennae or other devices for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation will not be erected, used or maintained by Owners or Residents on any portion of the Common Areas except as allowed by federal law. However, the Association has the right to erect, construct and maintain these devices on the Common Areas.

**Section 8.21 Hazardous Activities.** No activities will be conducted on a Lot and no Improvements will be constructed on a Lot that are, or might be, unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms, crossbows, or bows will be discharged upon the property, and no open fires will be lighted or permitted on any portion of the property, except in a contained barbeque unit while attended and in use for cooking purposes, or within an interior or exterior fireplace designed to prevent dispersal of burning embers.

**Section 8.22 Rules and Regulations.** The Board of Directors may adopt, amend and repeal rules and regulations at any time concerning and governing the Residences, Lots and Common Areas to further the provisions of this Declaration and the general plan of development.

**Section 8.23**      **Use of the words Gleneagle Civic Association and Gleneagle Civic Association Community.** Without the Association's prior written consent, Owners or Residents will not use the words Gleneagle Civic Association, Gleneagle Civic Association Community, or the logo of the Community or Association, if any, or any derivative thereof, if use is likely to cause confusion, mistake or deception, in the Association's sole discretion.

**ARTICLE 9.                      INSURANCE**

**Section 9.1**      **Insurance on the Lots.** Each Owner should obtain property and liability insurance covering loss, damage or destruction by fire or other casualty to the Improvements, installed or made to their Lot, the other property of that Owner, and any injuries occurring to the persons while on a Lot. The Association will not be liable for the failure of any Owner to maintain insurance.

**Section 9.2**      **Insurance to be Carried by the Association.** The Association will obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration. Insurance coverage includes the following and will be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

(a)      **Property Insurance on Common Areas.** The Association will obtain property insurance covering loss, damage or destruction by fire or other casualty to any Improvements installed or made to any portion of the Common Areas and any other property that is the Association's maintenance responsibility in amounts as the Board determines. Property insurance may contain customary deductibles.

(b)      **Association Commercial General Liability Insurance.** The Association will obtain and continuously maintain commercial general liability insurance for the Common Areas and any other property the Association maintains, in amounts the Board determines. Coverage will include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

(c)      **Association Fidelity Insurance.** The Association will obtain fidelity coverage to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees and others who are responsible for handling the funds of the Association.

(d)      **Directors' and Officers' Personal Liability Insurance.** The Association will obtain directors' and officers' personal liability insurance to protect the officers, directors, Committee members and any other individuals acting at the Board's direction from personal liability in relation to their duties and responsibilities in acting on the Association's behalf.

(e)      **Other Insurance.** The Association may obtain other insurance against other risks of similar or dissimilar nature as it deems appropriate with respect to its responsibilities and duties.

**Section 9.3**      **Miscellaneous Terms Governing Insurance Carried by the Association.** The Association will maintain, to the extent reasonably available, insurance policies with the following terms or provisions.

(a)      All insurance policies will provide that each Owner is an insured under the policy with respect to liability arising out of the Owner's membership in the Association.

(b)      All insurance policies will contain waivers of subrogation against any Owner or member of the Owner's household.

(c)      All insurance policies will contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and will provide that policies may not be

canceled or modified without at least thirty (30) days' prior written notice to all of the Owners, holders of first lien security interests and the Association, except in instances of nonpayment of premiums, which will require at least ten (10) days' prior written notice.

(d) If requested, duplicate originals of all policies and renewals, together with proof of payments of premiums, will be delivered to all holders of first lien security interests at least ten (10) days prior to the expiration of the policies.

(e) All liability insurance will cover the Association, the directors and officers, the manager or managing agent, if any, holders of first lien security interests, their successors and assigns, and Owners, with respect to Owner's liability arising out of Association membership.

(f) All Association insurance policies will be primary, if there is other insurance in an Owner's name covering the same risk.

**Section 9.4** **Insurance Premium.** Insurance premiums will be a Common Expense included as a part of the Association's annual assessments.

**Section 9.5** **Managing Agent's Insurance.** The managing agent, if any, will maintain insurance for its benefit, and will maintain and submit evidence of coverage to the Association. Insurance will include professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage (unless the Association otherwise provides fidelity coverage).

**Section 9.6** **Insurance Review.** The Board may periodically review the insurance carried by the Association to determine the amount of insurance required and the service capabilities of the current carrier.

**Section 9.7** **Claims and Adjustments by the Association.** Any loss covered by an Association insurance policy will be adjusted by the Association. The insurance proceeds for a loss will be payable to the Association and not to any holder of a first lien security interest. The Association will hold any insurance proceeds for the repair or restoration of the damaged property. The Association is not entitled to use insurance proceeds for other purposes unless there is a surplus after the damaged property has been completely repaired or restored.

**Section 9.8** **Duty to Repair.** The Association must repair or replace promptly any portion of the Community for which it is required to carry insurance under this article that is damaged or destroyed, unless Owners entitled to cast fifty-one percent (51%) of the total Association vote agree not to rebuild.

**Section 9.9** **Condemnation and Property Insurance Allocations and Distributions.** In the event condemnation proceeds or property insurance proceeds are distributed to the Owners, the distribution will be as the parties with interests and rights are determined or allocated by record and pursuant to the Act, to the extent it applies to limited expense communities.

**Section 9.10** **Responsibility for Payment of Deductible Amount.** Whether the Board, in its discretion, submits a claim under the Association's insurance policies or not, the Association will pay or absorb the deductible amount for any work, repairs or reconstruction for damage to property that is the Association's maintenance responsibility unless the damage is caused by the negligent or willful act or omission of an Owner, the Owner's family, guests, or invitees, in which case the Association will seek reimbursement of the deductible amount as an individual assessment in compliance with and under the terms of the Declaration.

**Section 9.11** **Insurance Assessments.** If the insurance proceeds are not sufficient to defray the costs of reconstruction and repair for any reason, including the allocation of deductibles, the deductible or additional cost will be a Common Expense.

**Section 9.12**      **Damage to or Destruction of Residences on Lots.** In the event of damage to or destruction of structures on a Lot, the Owner will promptly repair or reconstruct the damaged structure in a manner consistent with the original construction or plans approved in accordance with this Declaration unless the Owner elects not to rebuild in cases of substantial damage or destruction. If the structure is substantially destroyed and the Owner determines not to rebuild or reconstruct, the Owner will promptly clear the Lot of all debris and continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

**ARTICLE 10.                    AUTHORITY AND ENFORCEMENT**

**Section 10.1                    Compliance With and Enforcement of Governing Documents.**

(a)      **Compliance Required.** Every Owner and Resident will comply with the applicable provisions of the Governing Documents. Any aggrieved Owner or Resident has the right to take action to enforce the terms of the Governing Documents against another Owner or Resident.

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

(i)      imposing reasonable monetary fines, after notice and opportunity for a hearing, which will be a lien upon the violator's Lot. In the event that any Resident, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine will first be assessed against the violator. If the fine is not paid by the violator within the time period set by the Association, the Owner will pay the fine upon notice from the Association;

(ii)     suspending voting rights;

(iii)    exercising self-help or action to abate any violation of the Governing Documents in a non-emergency situation, subject to any requirements set forth in this Declaration, including those related to maintenance, repair or replacement, provided that the Association does not have the authority to enter the Residence and after obtaining a court order authoring such self-help or action, the cost of which shall be an individual assessment to the Owner of that Lot and a charge against the Lot;

(iv)    requiring an Owner, at the Owner's expense, to cease any construction of any modification that has not been approved, or to remove any structure or improvement in the Lot or the Common Areas in violation of the Governing Documents and to restore the Lot or Common Areas to its previous condition and, upon the Owner's failure to do so, the Association has the right to enter the Lot or Common Areas, remove the violation and restore the Lot or Common Areas to substantially the same condition as previously existed and any action is not deemed a trespass;

(v)    recording in the real property records a notice of violation identifying any uncured violation of the Governing Documents; and

(vi)    other remedies provided for in this Declaration or by applicable law.

(c)      **Emergencies and Legal Action.** In addition, the Association may take the following enforcement procedures to seek compliance with the Governing Documents:

(i)      exercising self-help in any emergency situation; and/or

(ii)    instituting any civil action to enjoin any violation or to recover monetary damages or both.

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

(e) **Costs Incurred by Association.** If the Association exercises any of its rights pursuant to this section, all costs will be assessed against the violating Owner or Resident and will be a lien against the Lot. Additionally, subject to the Act to the extent it applies to limited expense communities, the Association will also be entitled to reasonable attorney fees actually incurred, which will be collected as an assessment.

**Section 10.2 Failure to Enforce.** The Board will have the discretion to determine whether enforcement action in any particular case will be pursued; provided that the Board will exercise judgment, be reasonable and not be arbitrary and capricious. Notwithstanding the above, no right of action will exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so. A decision of the Association not to pursue enforcement action will not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

## **ARTICLE 11. AMENDMENTS**

Except where a higher vote is required for action under any other provision of this Declaration or by the Act to the extent it applies to limited expense communities, in which case such higher vote will be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Lot Owners holding at least fifty-one percent (51%) of the total Association vote.

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

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Community into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

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

## **ARTICLE 12. GENERAL PROVISIONS**

**Section 12.1 Security.** The Association may, but will not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her family members, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and the Association will not have a duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community nor does the Association guarantee that criminal acts in the Community will not be committed by other Owners or Residents. It will be each Owner's and Resident's responsibility to protect his or her person and property

and all responsibility to provide such security will lie solely with each Owner. The Association will not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

**Section 12.2 Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate any of its rights or privileges.

**Section 12.3 Electronic Records, Notices and Signatures.** Notwithstanding any other portion of this Declaration, records, signatures and notices will not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws will govern the giving of all notices required by this Declaration.

**Section 12.4 Duration.** The covenants and restrictions of this Declaration will run with and bind the property perpetually unless otherwise terminated as provided by statute.

**Section 12.5 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise will in no way affect the application of such provision to other circumstances or affect any other provision(s), which will remain in full force and effect.

**Section 12.6 Public in General.** The rights and burdens created in this Declaration do not, are not intended to, and will not be construed to create any rights and burdens in or for the benefit of the general public.

**Section 12.7 Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and do not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article.

**Section 12.8 Singular Includes the Plural.** Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular, and each gender referral is deemed to include the masculine, feminine and neuter.

**Section 12.9 Conflicts.** In the event of a conflict between this Declaration and the Articles of Incorporation or Bylaws, this Declaration will control. In the event of a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

IN WITNESS WHEREOF, the undersigned officer of the Gleneagle Civic Association hereby certifies that this Amended and Restated Declaration was adopted by the Members of the Association or that the District Court of El Paso County has entered an order approving this Amended and Restated Declaration.

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

GLENEAGLE CIVIC ASSOCIATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

The foregoing Declaration was acknowledged before me by \_\_\_\_\_, as  
\_\_\_\_\_ of the Association, on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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**LIMITED AMENDMENT TO  
RESTATED DECLARATION OF  
COVENANTS, RESTRICTIONS AND CHARGES  
FOR GLENEAGLE**

THIS LIMITED AMENDMENT to Restated Declaration of Covenants, Restrictions and Charges for Gleneagle ("Limited Amendment") is made on the date hereinafter set forth by the Gleneagle Civic Association ("Association").

**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, the Declaration of Covenants, Restrictions and Charges for Gleneagle, and as may have been subsequently corrected or supplemented by additional recorded documents, subjecting the property described therein to its covenants, conditions and restrictions ("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 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. The Owners have determined that it is in the best interest of the Association to amend the Restated Declaration to restrict short-term rentals in the community and provide additional leasing requirements;

H. Section 309 provides that the Restated Declaration may be amended from time to time by an instrument signed by the Owners of at least two-thirds of the Lots in the Subdivision;

I. The Association is also pursuing adoption of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gleneagle Civic Association (the "2025 Amended and Restated Declaration") contemporaneously with the adoption of this amendment. If the 2025 Amended and Restated Declaration and this amendment are both approved by at least two-thirds of the Lots in the Subdivision, then the provisions of this amendment will be added to the 2025 Amended and Restated Declaration before it is recorded. If this amendment is approved but the 2025 Amended and Restated Declaration is not approved, then this amendment will be recorded and will be an amendment to the Restated Declaration.

J. The Owners of at least two-thirds of the Lots in the Subdivision desire to further amend the Restated Declaration.

**NOW THEREFORE**, the Declaration is amended as follows:

1. Article I, is amended by the addition of the following Section 147:

*Section 147 Leasing and Occupancy:* Any Owner shall have the right to lease or allow occupancy of a dwelling upon their Lot on such terms and conditions as the Owner may deem advisable, subject to restrictions of record and the terms of the Restated Declaration. For purposes of the Restated Declaration, the term "lease" shall mean any agreement or arrangement for occupancy of the dwelling (or any part thereof) by persons other than the Owner but shall not include occupancy by a roommate of an Owner when the Owner also occupies the dwelling as such Owner's primary residence, and shall not include any guest of the Owner, such as relatives, friends, house/pet sitters.

*(a) General:*

- i. The minimum lease term must be at least thirty days (30) days unless otherwise specified herein. Any lease with a term of less than thirty (30) days is considered a short-term rental;
- ii. All leases shall be in writing and include a summary of the Governing Documents. The lease must include an affirmative statement, initialed by

the lessee, that the lessee has read and understands the Governing Documents;

- iii. No dwelling shall be used for transient or temporary lodging facilities, including short-term residential, hotel, motel, bed and breakfast, or other similar temporary lodging;
- iv. Leases and rentals shall be for the entire dwelling. Multiple leases to multiple parties are not permitted;
- v. Subleases are not permitted unless otherwise specified herein;
- vi. Dwellings that are being leased back to the seller as part of a real estate transaction for the purchase and sale of the Lot may be leased for no more than ninety-two (92) days;
- vii. No dwelling, whether leased or owned, shall be used for the operation of a timesharing, fraction-sharing, interval ownership, membership, or similar program whereby the right to use of the dwelling may be assigned to participants in the program on a fixed, floating, or by reservation time schedule, whether participants are property owners in or members of such program;
- viii. Owners are required to provide tenants with copies of the current Restated Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association (the "Governing Documents"). All leases shall comply with all Governing Documents of the Association. A copy of the lease or rental agreement shall be provided to the Association, in care of any manager of the Association or an officer, upon request;
- ix. Any failure of a tenant to comply with the terms of the Association's Governing Documents shall be a default under the lease and the Association may require the Owner to evict the tenant for multiple violations of the Governing Documents;
- x. The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of other restrictions in the Restated Declaration and as allowed by law and
- xi. Residents found to be in violation of this amendment may be subject to any enforcement measures as permitted by law and the Association's Governing Documents.



Dated \_\_\_\_\_

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

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

The foregoing Limited Amendment to Restated Declaration of Covenants, Restrictions, and Charges for Gleneagle acknowledged before me by \_\_\_\_\_, as Secretary of the Gleneagle Civic Association, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My commission expires:

GLENEAGLE CIVIC ASSOCIATION