

RESTATEDED DECLARATION

of

Recorded May 2, 1983
Book 3714
Pages 599 to 613
El Paso County Clerk and Recorder

Covenants, Restrictions and Charges

for

GLENNEAGLE

WITNESSESTH:

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 2641 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 3496, at Page 599, 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 196 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 I in Block 2; and (iii) Tracts C and D.

b. Donala Subdivision No. 2, except (i) Lot 8 in Block 12; (ii) Lot I in Block 18, (iii) Block 21, (iv) Lot 7 in Block 25, and (v) Tracts P and R.

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 declare, 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, easements, 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 Gleneagle and therefore desires to provide for the preservation of the values and amenities of the Subdivision (heretofore 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, easements, 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 anyone 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 guesthouse 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 105. All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a lot or building site except as expressly hereinafter provided for temporary buildings.

Section 106. 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 107. A structure shall not be occupied in the course of original construction until substantially completed. All work of construction shall be prosecuted diligently and continuously from the time of commencement until fully completed.

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

Section 110. No derrick or other structure designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under said property.

Easements for Utilities

Section 111. There is hereby reserved to Declarant, its successors and assigns, perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across the five (5') foot strip along and adjoining each side lot line and also along 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.

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

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

Density, Set Back and Quality Standards

Section 114. No more than one (1) dwelling shall be erected or maintained within any building site, to-wit: 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 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 1,500 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. 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 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.

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 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 unkept 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.

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 therefore, 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, rounds 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.

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 availed 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 sizeable 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 1/20th 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 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;
- vi. the variance 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. Gleneagle 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 some 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 101 through Section 146 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 10% 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, 1993, no such amendment shall take effect without the written consent of Declarant. Also, until December 31, 1993, any one or more of the sections of these covenants may be amended by an instrument signed and acknowledged solely by the Declarant and filed for record with the County Clerk and Recorder of El Paso County.

Exception From Termination or Amendment.

Section 310. The provisions of Section 111 through Section 113 are not subject to Section 308 and instead shall not terminate at any time by reason of that section. Furthermore Section 111 through Section 113 are not subject to the first sentence of Section 309.

Severability.

Section 311. If any of these covenants shall be held invalid or become unenforceable the other covenants shall in no wise be affected or impaired but shall remain in full force and effect.

Notices.

Section 312. Any notice to an Owner required or permitted by these covenants shall be sufficiently served if in writing and delivered by mail or otherwise: a) to the dwelling situate on the lot owned by their Owner; or b) if there is no dwelling, then to the address furnished by the Owner to the Declarant and if the Owner has not furnished an address, then to the most recent address of which the Declarant has a record.

Any notice to Declarant required or permitted by these Covenants, including plans for architectural review, shall be sufficiently served if in writing and delivered by mail or otherwise to:

Gleneagle Associates, Ltd.
403 South Tejon Street
Colorado Springs, Colorado 80903

unless said address is changed by Declarant by recording said change in the books and records of El Paso County, Colorado, when and in which case any such notice shall be sent to the changed address.

Signatures recorded and notarized on Book 3714 Page 613

El Paso County Clerk and Recorder

May 2, 1983