

Covenants (condensed version)

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RESTATED DECLARATION of Covenants for GLENEAGLE (Condensed Version)

Covenants to Preserve the Residential Character of the Subdivision

Section 104. No tent, tree house, 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 Sec. 109.

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

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

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

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, sounds or odors shall be permitted to emanate from any living unit.

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

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

free from brush or other growth or trash which in the opinion of Declarant cause undue danger of fire.

Section 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.

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 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.

General Provisions for Effect of these Covenants

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 Civic Association

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 (21) 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.

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.

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.

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.