

**2016 AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CENTENNIAL GLEN FILING NO. 1**

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**2016 AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CENTENNIAL GLEN FILING NO. 1**

This 2016 Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Centennial Glen Filing No. 1 is made on the date hereinafter set forth by Centennial Glen Homeowners Association, Inc., a Colorado nonprofit corporation (the “**Association**”). This Declaration shall supersede in its entirety the Amended and Restated Declaration of Conditions, Covenants, Restrictions and Easements for Centennial Glen Filing No. 1, recorded on March 3, 2004 as reception number 204035429 in El Paso County, Colorado.

RECITALS

NOW THEREFORE, all covenants, conditions, and restrictions affecting Centennial Glen Filing No. 1 are consolidated, amended, and restated as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 “**Act**” shall refer to those portions of the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 et seq., as amended, which apply to common interest communities created prior to July 1, 1992.
- 1.2 “**Architectural Review Committee**” means the committee established under Article 6 below.
- 1.3 “**Articles of Incorporation**” means the Articles of Incorporation of Centennial Glen Homeowners Association, Inc., a Colorado non-profit corporation, as filed with the Secretary of State of Colorado on May 16, 2003, under entity number 20031160818, as the same may be amended from time to time.
- 1.4 “**Assessment**” shall include all regular, special, and individual assessment and any other expense levied against a Lot pursuant to this Declaration.
- 1.5 “**Association**” shall mean and refer to the Centennial Glen Homeowners Association, Inc., its successors and assigns.
- 1.6 “**Board**” or “**Board of Directors**” means the Board of Directors elected by the Owners pursuant to the Bylaws.
- 1.7 “**Bylaws**” means the 2016 Amended and Restated Bylaws of Centennial Glen Homeowners Association, Inc., recorded simultaneously with this Declaration.

- 1.8 **“Common Area”** includes Tracts A, B and C as depicted on the Plat, any fencing installed by the Declarant adjacent to Centennial Boulevard and the portion of any Lot or other property within the Subdivision lying between such fence and Centennial Boulevard and shall additionally include any improvements, fencing or Landscaping areas originally installed by the Declarant or other areas designated as Common Areas on a properly recorded Plat of the Subdivision. The Common Areas shall additionally include any easements owned by the Association for the common use and enjoyment of the Members of the Association or any real property or easements required to be maintained by the Association for the benefit, use and enjoyment of the Members of the Association.
- 1.9 **“Community” or “Centennial Glen” or “Planned Community”** shall mean the planned community known as “Centennial Glen Filing No. 1”, and the real property subject to this Declaration and as further defined by the recorded plats and the legal descriptions contained therein, and the Members of the Association.
- 1.10 **“Declarant”** means The BeBe Group, LLC, a Colorado Limited Liability Company.
- 1.11 **“Declaration”** shall mean and refer to this 2016 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Centennial Glen Filing No. 1, as amended.
- 1.12 **“Dwelling”** means an Improvement on a Lot which is intended or used for residential occupancy, including, without limitation any individual single family detached home.
- 1.13 **“First Mortgage”** means any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the records of the office of the Clerk and Recorder of the County of El Paso, Colorado, pertaining to a Lot and having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments).
- 1.14 **“First Mortgagee”** means any person or entity named on document with El Paso County as a mortgagee or beneficiary under any First Mortgage.
- 1.15 **“Governing Documents”** shall mean the Articles of Incorporation, the Bylaws, the Declaration, and Rules and Regulations of the Association, as they may be amended.
- 1.16 **“Improvement”** means any Structure, object or activity on a Lot which alters the previous exterior appearance of the Lot or any Structures located on it. Grading activity, removal of natural vegetation, construction of any Structures or additions to, remodeling, repainting and material changes to any previously approved Structure or existing Landscaping all fall within the definition of an “Improvement.”
- 1.17 **“Landscaping”** shall mean and refer to all lawns (turf), trees, shrubs and plants.
- 1.18 **“Lot”** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

- 1.19 **“Member”** shall mean and refer to those persons entitled to membership as provided in the Declaration. A “Member in good standing” shall mean those Members who do not have outstanding Assessments due and payable or violations of the Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations of the Association.
- 1.20 **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but not contract purchasers, and excluding those having such interest merely as security for the performance of an obligation.
- 1.21 **“Plat”** shall mean The Plat of Centennial Glen Filing No. 1, recorded in El Paso County, Colorado on April 9, 2003, under reception number 203072903.
- 1.22 **“Property”** shall mean and refer to that certain real property described on Exhibit A or in the Original Declaration, and such additions and amendments thereto as may have been or are hereafter brought within the jurisdiction of the Association.
- 1.23 **“Rules and Regulations”** shall mean any instruments, however denominated, which are adopted by the Association for the regulation and management of the Community, including any amendment to those instruments.
- 1.24 **“Structure or Building”** means any thing or device, other than trees and Landscaping, the placement of which upon any Lot might affect its architectural appearance, including by way of illustration and not limitation, any Dwelling, improvement, garage, porch, shed, greenhouse, lawn ornamentation, driveway, walk, patio, swimming pool, tennis court, fence, wall, tent, covering or outdoor lighting or play equipment. Structure shall also mean an excavation or fill the volume of which exceeds five cubic yards or 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.

ARTICLE 2 THE PROPERTY, ASSOCIATION, AND ITS MEMBERS

- 2.1 **Name and Type of Community.** The name of the Community is Centennial Glen Filing No. 1. The Community is a planned community as defined in the Colorado Common Interest Ownership Act.
- 2.2 **Description of Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of El Paso, Colorado, in the Plat map entitled, “Centennial Glen Filing No. 1,” more particularly described in the attached Exhibit A. The Community consists of a maximum of 47 lots. The boundaries of each lot are depicted on the Plat.

- 2.3 Persons Subject to Governing Documents.** All present or future Owners or guests of owners, or any person who might use in any manner the facilities or property of the Association, shall be subject to the provisions of this Declaration, the Articles, Bylaws, as amended, and the Rules and Regulations of the Association. The acquisition of any right, title or interest a Lot will signify that this Declaration, the Articles, Bylaws and all Rules and Regulations are accepted, ratified, and will be complied with by the Owner of the Lot as well as guests of Owners or other persons. Owners shall be obligated to inform their respective guests and other occupants and users of Lots, Common Areas, or Association property of all applicable restrictions and shall be responsible for any noncompliance therewith.
- 2.4 Membership and Voting Rights.**
- (a) **Membership.** Every person who is an Owner of record of a recorded fee interest in any Lot which is subject to this Declaration shall be a Member of the Association, including contract sellers (but not including contract purchasers). Membership shall be appurtenant to and may not be separated from ownership of any Lot.
 - (b) **Transfer of Membership.** Membership may be transferred only upon the sale or encumbrance of the Lot and then, only to the purchaser of the Lot. Ownership of a Lot shall be the sole qualification for such membership. Where more than one person holds an interest in any Lot, all such persons shall be Members.
 - (c) **Voting Rights.** There shall be one (1) vote per Lot.
- 2.5 Compliance with Governing Documents.** Each Owner and his or her Guests shall abide by and benefit from each provision, covenant, condition, restriction and easement contained in the Governing Documents. The obligations, burdens, and benefits of membership in the Association concern the land and shall be covenants running with each Owner's Lot for the benefit of all other Lots.
- 2.6 General Purposes and Powers of the Association.** The Association, through its Board of Directors, shall perform functions and manage Centennial Glen as provided in this Declaration so as to further the interests of the Owners of the Community as Members of the Association. All Owners shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.
- 2.7 Authority of the Association; Bylaws.** The business affairs of the Association shall be managed by the Board of Directors of the Centennial Glen Homeowners Association, Inc., who shall be elected in accordance with the Bylaws. The Association shall be governed by this Declaration, the Governing Documents and the Colorado Common Interest Ownership Act (C.R.S. 38-33.3-101, *et seq.*).

- 2.8 Implied Rights and Obligations.** The Association may exercise any right or privilege expressly granted to the Association in the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association under the Governing Documents or reasonably necessary to effect any such right or privilege. The Association shall perform all of the duties or obligations implied by the express provisions of the Governing Documents or necessary to reasonably satisfy any such duty or obligation.

ARTICLE 3 PROPERTY RIGHTS

- 3.1 Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable Assessments for the use of any recreational facility now or hereafter situated upon the Common Area;
- (b) the right of the Association to borrow money for the purpose of improving the Common Area and facilities and to pledge future Assessments or mortgage the Common Area as security for that purpose, provided that the rights of such mortgage shall be subordinate to the rights of the homeowners and such borrowing or pledge shall be approved by a majority vote of those Owners present, in person or by proxy, at any Owners meeting the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility upon approval by two-thirds (2/3's) majority of all Owners.

3.2 Common Area Easements.

- (a) **Easements Depicted on the Plat.** The easements over and across the Common Area shall be those shown or provided for upon the recorded Plat and such other easements as may be established pursuant to the provisions of this Declaration.
- (b) **Utility Easements for Common Areas.** There is hereby created a blanket easement upon, across, over, and under the Common Area for installing, replacing, repairing, and maintaining all utilities, including but not limited to sewer, gas, telephone, electricity, and cable television facilities, if any.
- (c) **Access Easement to Common Areas.** The Association, its Board of Directors, the Manager, or other agents and employees shall have an unrestricted, irrevocable easement to traverse, cross, and utilize any portion of the Common Area which may be necessary in order to perform any of the powers and duties described in this Declaration or Bylaws.

3.3 Utility and Maintenance Easements.

- (a) **Utility Lines on Lots.** There are hereby reserved to The Association, its successors and assigns, perpetual, alienable, divisible and releasable easements and the right from time to time to grant easements to others over, under, in and across each of the seven foot (7') strips along and adjoining each rear Lot line of each Lot, and each of the five foot (5') strips along and adjoining each side Lot line of each Lot for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals (electronic meter reading), for heat and fuel lines, for water lines, for utility lines, for drainage and drainage improvements. Such easements are set forth on the Plat.
- (b) **Maintenance Easements; Right of Entry.** There is also hereby reserved a perpetual easement in favor of the Association over, across and under all of the Lots and over, across and under all areas within the Community for the maintenance of Landscaping, lighting and irrigation systems which are to be maintained by the Association and as may be necessary or appropriate in carrying out such maintenance or other rights or obligations of the Association in accordance with this Declaration. The Lots are also subject to certain access, maintenance and preservation easements as set forth and depicted on the Plat. The easement crossing Lot #21, Lot #22 and Lot #23 are not maintained by the association except for snow removal.

ARTICLE 4 ASSOCIATION RESPONSIBILITIES

- 4.1 **Common Areas.** The Association shall be responsible for the maintenance, repair, and replacement of all Landscaping in the Common Areas and all Structures located therein.
- 4.2 **Landscaping.** The Association shall be responsible for the maintenance of all Landscaping within the Subdivision to include both the Common Areas and Homeowners' property. All Landscaping shall comply with Landscape Design Guidelines for the Subdivision, which shall be established by the Association and may be amended or modified by the Association from time to time.
- 4.3 **Mowing and Pruning.** The Association shall mow, cut, prune, clear and remove from the Common Areas and each and every Lot within the Subdivision diseased trees, unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate within the Subdivision.
- 4.4 **Sprinklers: Watering.** The Association shall install, maintain, repair, and replace the sprinkler and irrigation system throughout the Subdivision to ensure that all Landscaped areas located within the Subdivision are maintained in a healthy state. The Association shall monitor irrigation to ensure that Landscape irrigation on the Property does not exceed that necessary and sufficient to maintain lawns, trees, shrubs, and plants in a healthy state and is in compliance with any applicable watering restrictions.

- 4.5 Snow and Trash Removal.** The Association shall contract and provide for all snow removal and trash removal services within the Subdivision. Trash removal services shall not include removal of construction or building debris generated during any periods of construction or when improvements are being made.

ARTICLE 5 ASSESSMENTS

5.1 Types and Purpose of Assessments.

- (a) **Types of Assessments.** All Owners are obligated to pay the following types of assessments levied by the Association based on the budget adopted by the Board of Directors pursuant to this Declaration and the Bylaws:
- (1) Regular Assessments levied under Section 5.5 below.
 - (2) Special Assessments levied under Section 5.6 below.
 - (3) Individual Assessments levied under Section 5.7 below.
- (b) **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and occupants of Dwellings, for the administration, management and operation of the Association and the Planned Community and for any other purposes required or permitted under this Declaration or the Bylaws.
- (c) **Assessments Property of Association.** All sums received on account of assessments, including assessments paid into a reserved account established under Article 10 of the Bylaws, belong to and are the property of the Association for the purposes designated under this Declaration and the Bylaws. The sums are not refundable to Owners.

5.2 Obligation of Owners for Assessments.

- (a) **Personal Obligation.** Each assessment, together with interest, late payment charges and collection costs as provided in Sections 5.6 and 5.7 below are the personal obligation of the Owner of the Lot and subsequent Owners by acceptance of a deed for or an interest in the Lot.
- (b) **Joint and Several Obligation.** In addition to constituting a lien on the Lot as provided under Section 5.9 below and the Act, each assessment is the joint and several obligation of the Owner or Owners of the Lot against which the assessment is levied.
- (c) **Offsets Prohibited.**

- (1) An Owner may not claim an offset against an assessment for failure of the Association to perform its obligations. An Owner may not offset amounts owing or claimed to be owed by the Association to the Owner.
 - (2) An Owner by the Owner's action may not claim exemption from liability for contribution towards common expenses by waiver of Owner's use or enjoyment of any Common Property or by abandonment by the Owner of the Owner's Lot.
- (d) **Voluntary Conveyances.** Except as may be limited by a Statement for Prospective Purchasers described under Section 5.8 below, in a voluntary conveyance of a Lot, the grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor of the Lot to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee.
- (e) **Liability When Lot Foreclosed; Deeds in Lieu of Foreclosure.** The liability for assessments when a purchaser obtains title to a Lot as a result of foreclosure of first mortgage or trust deed, or when a deed in lieu of foreclosure is accepted by the holder of a first mortgage or trust deed is governed by the Act.

5.3 Method of Allocation of Common Expenses and Profits.

- (a) **Association Common Expenses.** Association Common Expenses specified in Section 5.4 below shall be allocated equally among all Lots, except:
- (1) To the extent permitted under the Act, any common expense or any part of a common expense benefitting fewer than all the Lots may be assessed exclusively against the Lots benefitted as an Individual Assessment as provided under Section 5.7 below.
 - (2) If the Board of Directors determines that any loss or cost incurred by the Association is the fault of one or more Owners, the Association may assess the loss or cost exclusively against the Owners and Lots of the Owners determined at fault as an Individual Assessment.
- (b) **Surplus Funds.** If funds from assessments or other revenues at any time exceed the amount necessary to fund the budget, the Board of Directors may reduce the amount being assessed or apply the surplus to fund future budgets.
- (c) **Allocation of Profits.** Any common profits not governed under Subsection (b) of this Section shall be allocated equally among all Lots.

5.4 Determination of Common Expenses. Common expenses include, without limitation:

- (a) Expenses of administration of the Association and Planned Community.

- (b) Expenses of maintenance, repair or replacement of Common Property and any other portions of the Planned Community required to be maintained by the Association pursuant to this Declaration or the Bylaws.
- (c) Cost of insurance or bonds obtained in accordance with the Bylaws.
- (d) Funding of the Reserve Account in accordance with Article 11.4 of the Bylaws.
- (e) A general operating reserve if established under Article 11.3 of the Bylaws.
- (f) Any deficit in common expenses for any prior period.
- (g) Any other items properly chargeable as an expense of the Association.

5.5 Regular Assessments. Subject to Subsection (d) of this section, the Board of Director shall levy a Regular Assessment based on the budget adopted under Article 10 of the Bylaws.

- (a) **Allocation.** Regular assessment shall be allocated in accordance with Section 5.3 above.
- (b) **Notice of Regular Assessment.** The Board of Directors shall cause notice of Regular Assessments to be given on or before December 1 of each year setting forth the amount of Regular Assessments due on a monthly basis for the following year. The notice may accompany a copy of the budget summary required under Section 5.8 below.
- (c) **Assessment Limitation.**
 - (1) Assessments levied under this section for the year may not exceed the assessments levied under this section for the prior year by more than twenty percent (20%) without a binding vote of a majority of the Owners.
 - (2) Notwithstanding the limitation imposed under Paragraph (1) of this subsection, the budget may exceed the maximum amount of assessments that may be levied under Paragraph (1) of this subsection to the extent surplus funds are available.
- (d) **Payment of Regular Assessments.** Regular Assessments levied under Section 5.5 (a) and (b) above are due on the first day of each month. The Board may establish a different due date for Regular Assessments and may change the method of collection of Regular Assessments to an annual, quarterly, or monthly basis.

5.6 Special Assessments.

- (a) In addition to the assessments authorized by Section 5.5 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying an or part of the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the areas maintained by the Owners Association.
- (b) Special Assessments levied under this Section for common expenses of a special budget are due and payable as prescribed in a resolution adopted by the Board of Directors.

5.7 Individual Assessments. The Board of Directors may levy Individual Assessments against one or more Lots and Owners as provided in this section.

- (a) **Determination of Individual Assessments.** Individual Assessments include:
 - (1) Any Regular Assessment that the Board of Directors determines is the fault of the Owner and not paid by Association insurance;
 - (2) Fines, interest or other charges imposed pursuant to this Declaration, the Bylaws or the Act for violation of this Declaration, the Bylaws or rules and regulations; and
 - (3) Amounts due to the Association from an Owner pursuant to other provisions of this Declaration or the Bylaws.
- (b) **Allocation and Payment.** Unless otherwise provided in this Declaration or a resolution adopted by the Board of Directors, Individual Assessments are:
 - (1) Allocated equally against the Owners against whom the Board has levied the Individual Assessment; and
 - (2) Due thirty (30) days after the Board has given written notice of the assessment to the Owners subject to the Individual Assessment.
- (c) **Distribution and Use of Individual Assessments.** Unless otherwise provided by resolution of the Board of Directors, fines, late charges, interest and other fees collected shall be allocated to the General Operating Account described under the Bylaws.

5.8 Budget Summary; Statement of Assessments.

- (a) **Statement of Assessments Payable.** The Board of Directors shall advise each Owner in writing of the amount of assessments payable by the Owner in

accordance with Section 5.5 and 5.7 above. The Board shall promptly provide any Owner who makes a request in writing with a written statement of the Owner's unpaid assessments.

- (b) **Budget Summary.** Within thirty (30) days after adopting the annual budget, an amended budget or a special budget under Article 10 of the Bylaws, the Board of Directors shall provide a summary of the budget on which assessments are based to all Owners and, if requested in writing, to the Owner's mortgagee.
- (c) **Statement of Assessment Account.**
 - (1) Subject to Paragraph (2) of this subsection, in accordance with CRS 38-33.3-316, within fourteen (14) business days of receipt of a written request by an Owner, the Board of Directors shall provide a Statement of Assessment Account.
 - (2) The Association is not required to comply with Paragraph (1) of this subsection if the Association has commenced litigation.
- (d) **Statement for Prospective Purchasers.** In accordance with CRS 38-33.3-316, upon request of an Owner or Owner's agent, for the benefit of a prospective purchaser, the Board of Directors shall make and deliver a written statement of the unpaid assessments against the prospective grantor or the Lot effective through a date specified in the statement, and the grantee in that case is not liable for any unpaid assessments against the grantor not included in the written statement.
- (e) **Fee for Providing Information.** Pursuant to rules adopted under Article 11 of the Bylaws, the Association may charge a fee for providing the information required under subsections (c) and (d) of this section.

5.9 Default in Payment of Assessments; Enforcement of Lien. If an assessment levied by the Association is not paid within thirty (30) days after its due date (which, unless otherwise specified in this Declaration or Bylaws, shall be established by resolution of the Board of Directors, the assessment is delinquent and is subject to interest, late payment charges and collection costs as set forth in Section 5.10 and 5.11 below. In addition, the Association may exercise any or all of the following remedies:

- (a) **Acceleration of Assessment.** If any assessment or any portion of any assessment is delinquent, the Board may, after ten (10) days written notice to the Owner, declare all assessments of the Owner due immediately and interest thereafter accrues as provided under Section 5.11 on the entire assessment until paid.
- (b) **Association Lien.**
 - (1) Whenever the Association levies any assessment against a Lot, the Association automatically has a lien upon the Lot for any unpaid

assessments as provided in The Colorado Common Interest Ownership Act. No further recording of a claim of lien for assessments or notice of a claim of lien is required to perfect the Association's lien.

(2) At any time any assessment or installment thereof is delinquent, the Association, by and through the Board of Directors or any management agent, may record a notice of lien in the Deed Records of El Paso County, Colorado. The notice of lien shall be in the form and include the information specified in under the Act. The Association must record a notice of lien before any suit to foreclosure may proceed as provided in Subsection (c) of this section.

(c) **Foreclosure of Lien; Priority.** The Association, by and through the Board of Directors may file a suit to foreclose the lien, notice of which was recorded as provided in Subsection (b) of this section, as provided under the Act. The priority of the lien of the Association against a Lot for assessments is governed by the Act. A deed in lieu of foreclosure accepted by the holder of a first mortgage or beneficiary of a first deed of trust in respect to a Lot has the effect specified in the Act.

(d) **Suit or Action.** The Association may bring an action to recover a money judgment for unpaid assessments under this Declaration or the Bylaws without foreclosing or waiving the lien described in Subsection (b) of this section. Recovery on any such action, however, operates to satisfy the lien, or the portion thereof, for which recovery is made.

(e) **Other Remedies.** The Association has any other remedy available to it by law or in equity.

5.10 Interest, Late Payment Charge and Collection Costs. If any assessment imposed or levied by the Association pursuant to the provisions of this Declaration, the Bylaws or the Act is not paid within thirty (30) days after its due date, the assessment is delinquent and the Owner is obligated to pay:

(a) Interest from the due date of the assessment, or such other date as may be specified by resolution of the Board, at the rate of eighteen percent (18%) per annum or at such other rate, not to exceed the maximum lawful rate, if any, as may be established by a resolution of the Board of Directors, from time to time.

(b) A late charge of twenty-five percent (25%) of the unpaid assessment, or such lower amount as may be established by resolution of the Board of Directors.

(c) All expenses incurred by the Association in collecting unpaid assessments including, without limitation:

- (1) Attorney fees incurred by the Association (whether or not legal proceedings are instituted and including attorney fees at trial, in arbitration or on appeal, or petition for review).
- (2) If a notice of lien is recorded under 5.9 (b) above, the costs associated with the preparation and recording of the notice of lien.

5.11 Costs and Fees. An Owner determined liable under this article is responsible to the Association for any reasonable administrative fee as established by the Board of Directors, and all costs and attorney fees incurred by the Association, whether or not legal proceedings are instituted and including attorney fees at trial, in arbitration or on appeal, or petition for review, together with any expense incurred by the Association in remedying the default, damage incurred by the Association or Owners, or fines so levied. The sums shall be levied against the Lot determined liable as an Individual Assessment under Section 5.7 above and enforced as provided in Article 5.10.

5.12 Notice to Mortgagees and Inspection of Books. Upon written request, a First Mortgagee shall be entitled to written notification from the Association of any default in the performance by the Owner of any obligation under this Declaration and Bylaws of the Association, which is not cured within sixty (60) days after the Board of Directors has actual knowledge thereof; and the First Mortgagee may, at its option but without any obligation, cure such default. The Association shall grant to each First Mortgagee the right to examine the books and records of the Association at any reasonable time.

5.13 Homestead. The lien of the Association Assessments shall be superior to any homestead or other exemption as is now or may hereafter be provided by Colorado or Federal law. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien.

5.14 Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) all Property dedicated to and accepted by local public authority; and (b) the Common Areas, except to the extent that any of the Common Areas are located within the boundary of a Lot.

ARTICLE 6 ARCHITECTURAL RESTRICTIONS AND REVIEW

6.1 Required Approvals of Exterior Improvements and Changes.

- (a) **Approval Required.** No improvement may be commenced, erected, placed, maintained or altered (if the maintenance or alteration would materially change the exterior appearance of any Dwelling or other Improvement for which approval is required under this article) on any Lot until an application has been submitted to and approved in writing by the Architectural Review Committee as provided in

this Article. In all cases in which approval of the Architectural Review Committee is required by this Declaration or the Bylaws, the provisions of this Article apply.

(b) **Application.** The application required under Subsection (a) of this section shall be on a form adopted under Section 6.2 below and include:

(1) Construction plans and specifications showing the nature, kind, shapes, heights, materials, exterior colors and proposed location of Improvements or changes on the Lot.

(2) Any other information required by Architectural Standards and Guidelines adopted under Section 6.2 below.

6.2 Procedures for Review. The Architectural Review Committee may condition approval on such requirements and terms as it considers advisable. The Architectural Review Committee shall base its decision, approving or denying an application, or approving an application upon specified terms and conditions, on the following:

(a) Compliance with the terms and conditions set forth in the Declaration, as amended, and with the terms and conditions of any Design Guidelines or other Rules and Regulations of the Association;

(b) Inclusion of such information in the plans and specifications as may have been reasonably requested by the committee;

(c) Compatibility and harmony of the proposed improvement or alteration in relation to, and its effect upon, structures in Centennial Glen, uses, vegetation, real property which is visible from the Lot upon which the proposed improvement or alteration is contemplated to be made, and the overall community design of the real property subject to the Declaration, as amended;

(d) The exterior design, appearance and materials contemplated for any proposed improvement or alteration;

(e) The color scheme, finish, proportions, style of architecture, location, height, bulk or appropriateness of any proposed improvement or alteration; and/or

(f) Conformity of the plans and specifications to the purposes and general plan and intent of the limitations and restrictions imposed by the Declaration, as amended, and the Design Guidelines.

(g) The Architectural Review Committee or the Manager shall retain, for a period of two years, written records of all applications submitted to it and of all actions it takes, copies of such plans and specifications submitted to it, and Lot plans as finally approved.

6.3 Reply and Communication.

- (a) **Reply.** The Architectural Review Committee shall reply to all submittals and re-submittals of plans made in accordance with this Article, in writing, within thirty (30) days after receipt.
- (b) **Deemed Approval.** The approval of the Architectural Review Committee shall be deemed given, if no decision approving or denying the submittal or re-submittal is made within this thirty (30) day period, unless the Board of Directors has notified the Owner seeking approval of the need for additional information on the submittal or re-submittal or of the need for additional time to review and approve the submittal or re-submittal within the thirty (30) day time frame.
- (c) **Communications.** All communications and submittals shall be addressed to the Architectural Review Committee and delivered to the Architectural Review Committee at the Association address or delivered to the Manager or Board.

6.4 Appeal to the Board.

- (a) **Notice.** Any decision of the Architectural Review Committee may be appealed to the Board of Directors by an affected party by notifying the Board of Directors and the Architectural Review Committee in writing within fifteen (15) days after the issuance of a decision by the Architectural Review Committee setting forth the reasons or grounds for the appeal.
- (b) **Procedure.** The Board of Directors shall review the decision of the Architectural Review Committee and shall issue a written decision upholding, reversing or upholding, in part, and reversing, in part, the Architectural Review Committee's decision within thirty (30) days after receipt of notification of the intent to appeal. The Board of Directors may hold a hearing in conjunction with the appeal in its sole discretion. The decision of the Board of Directors shall be final.

6.5 Liability.

- (a) **Loss, Damage or Injury.** Neither the Architectural Review Committee nor any member thereof nor the Board of Directors nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Review Committee's or the Board of Directors' respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its members or the Board of Directors or its members, as case may be.

- (b) **Violation of Local Codes.** The Architectural Review Committee shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building, zoning or other codes.

6.6 Structure of Committee.

- (a) **Number and Appointment.** The Architectural Review Committee shall consist of a minimum of three (3) members appointed by the Board of Directors or, in the event that no Committee is appointed, the Board of Directors. Members of the Architectural Review Committee shall serve at the will of the Board and may be removed with or without cause.
- (b) **Majority Approval.** A majority of the Committee is required to approve or disapprove submittals. The Committee shall regulate the external design, appearance and location of improvements and alterations to improvements located upon the real property subject to the jurisdiction of the Committee in such a manner as (i) to promote those qualities in the community which bring value to the real property and (ii) to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures and vegetation.

6.7 Design Guidelines. The Architectural Review Committee may propose Design Guidelines for adoption by the Board of Directors as part of the Rules and Regulations. Such Design Guidelines may be adopted by the Board of Directors, in its sole discretion, for the purpose of clarifying the existing covenants and shall be considered Rules and Regulations of the Association, subject to notice and the opportunity for comment set forth below.

6.8 Construction.

- (a) **Period of Approval.** Approval from the Architectural Review Committee shall be effective for a period of twelve (12) months. Construction shall not commence without approval from the Architectural Review Committee and the applicable building departments. If construction has not begun within this six (6) month period, plans and specifications must be resubmitted to the Architectural Review Committee for approval.
- (b) **Commencement of Construction.** Once construction has been started, it must be completed within one hundred eighty (180) calendar days. Completion shall be evidenced by the issuance of certificate of occupancy or the equivalent by the appropriate building department or governmental agency. An extension may be obtained from the Architectural Review Committee, subject to county requirements for the completion of construction.

- (c) **Rebuilding or Restoration.** Any Dwelling or Structure which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a sightly condition, with the rebuilding or restoration to be completed within twelve (12) months from the time the damage occurred or as may otherwise be determined by the Board.

6.9 Dwellings and Improvements on Lots.

- (a) **Single Family Dwelling.** Subject to Subsection (c) of this section, no building may be erected, altered, placed or permitted to remain on any Lot in Centennial Glen other than one detached single family Dwelling with a two or three car garage.
- (b) **Dwelling Size.** The ground level area of a one-story Dwelling, exclusive of open porches, unfinished areas and garage, may not be less than 1,500 square feet. The Architectural Review Committee may waive any violation of this provision which it finds to have been inadvertent.
- (c) **Setbacks.** All Structures on each Lot shall conform to the setback requirements identified on the approved Development Plan for Centennial Glen, and shall be in compliance with the zoning codes and subdivision regulations of the City of Colorado Springs.
- (d) **Height Restrictions.** The height of any Dwellings or other Structures constructed or to be constructed on any Lot in the Community is hereby restricted and shall not exceed thirty-five (35) feet in height. Heights shall be measured from the highest finish grade contour at any point adjoining the foundation perimeter of the Structure to the highest point on the Structure exclusive of any chimney. Finished grade contour shall mean the ground contour established by the Plat during development of the Lots and existing immediately prior to commencement of construction of any Dwelling or other Structure, or such other finished grade as may be established by the Association.

6.10 Fences. No fencing shall be allowed within the Community other than the perimeter fencing constructed for the Community by the Declarant and maintained by the Association.

6.11 Variances. The Architectural Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration. Such variances or adjustments shall be granted only when the granting thereof shall not be materially detrimental or injurious to the other Property or Common Area nor deviate substantially from the general intent and purpose of this Declaration. All approvals or denials of requests for variances shall be in writing.

6.12 Fees. The Architectural Review Committee may charge a reasonable fee for the review of plans and specifications submitted, which fee shall be treated as an Assessment collectible as set forth in Article 5. The fee will only include costs incurred. The Architectural Committee will not be compensated for their time.

6.13 Estoppel Certificate.

- (a) Request for Estoppel Certificate. The Architectural Review Committee will within fifteen (15) business days after a written request is received provide the Owner with a certificate executed by the chairman, or other authorized member of the Architectural Review Committee certifying with respect to any Lot owned by the Owner, that as of the date thereof:
- (1) All improvements made or done upon or within the Lot by the Owner that are subject to the requirements of this article comply with the Declaration and rules and regulations;
 - (2) The improvements do not comply, in which event, the certificate must also identify the noncomplying improvements and set forth with particularity the nature of the noncompliance; or
 - (3) The Architectural Review Committee is unable to confirm that the improvements comply with the Declaration and rules and regulations and, therefore, the improvements are deemed not in compliance.
- (b) **Reliance on Certificate.** The Owner, Owner's heirs, devisees, successors and assigns are entitled to rely on the certificate with respect to the matters set forth. The certificate is conclusive as between and among the Architectural Review Committee, the Association and all Owners and persons deriving any interest through any of them.

**ARTICLE 7
RESTRICTIONS ON USE**

The following restrictions and requirements are in addition to all other restrictions and requirements contained in this Declaration and the Bylaws:

7.1 Residential Use. All Lots in the Properties shall be for residential and related purposes and no building shall be erected or placed on any Lot other than one private single-family dwelling, together with a private garage. No outbuilding or temporary structure, including trailers, sheds, mobile homes, basements, tents, shacks, barns, or garages, shall be used on any Lot at any time for residential purposes, either temporarily or permanently. An "outbuilding" as the word is used herein, is intended to mean an enclosed covered structure not directly attached to the dwelling it serves. No Lot within the Community may be subdivided, except for the purpose of combining portions with an adjoining Lot.

- 7.2 Commercial Activities.** No business, trade, day care, craft or similar commercial activity shall be conducted, carried on or practiced on any Lot or in any residence or dwelling constructed thereon, except for the use of a home office, provided that the home office is undetectable by sight, sound, odor, or noise from the street and neighboring Lots and which does not involve visitation by clients or customers, frequent deliveries, or door-to-door solicitation within Centennial Glen. No Owner shall use the Common Area as part of or in the pursuit of any business being operated from a residence.
- 7.3 Common Areas.** No planting or gardening shall be done, and no signs, fences, hedges or walls shall be erected or maintained upon the Common Area, nor shall any use be made of the Common Area to deny access to the Common Area, except as approved by the Association's Board of Directors or the Architectural Review Committee. The Common Areas may not be used in any manner that violates the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.
- 7.4 Buildings and Grounds Conditions.** Each Owner shall prevent the development of any unclean, unsightly or unkempt conditions of Buildings or grounds on his Lot which tends to decrease the beauty of the neighborhood or the Community as a whole or in the specific area.
- 7.5 Garage Doors.** Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.
- 7.6 Maintenance of Lots.** In order to keep the Community an attractive, quality environment, each Owner shall maintain the exterior of any Improvements, including Structures, walks, driveways and parking areas on his Lot 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 worn-off or weather-beaten. Periodic exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, paving, signage, decks and outdoor lighting. All maintenance equipment, including yard and garden equipment and materials, shall be stored in an enclosed Structure.
- 7.7 Clotheslines.** No outdoor clotheslines will be permitted, unless such clotheslines are approved by the Architectural Review Committee, and are placed upon a Lot-in such a manner as not to be visible from any adjoining or adjacent streets or Lots
- 7.8 Refuse.** 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 or so as to be visible from any neighboring property or adjoining streets, except during refuse collections.
- 7.9 Nuisances.** No noxious, offensive, unlawful or illegal activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Community. No offensive or hazardous activities may be

carried on any Lot or in any Dwelling or Structure. No annoying lights, sounds or odors shall be permitted to emanate from any Dwelling or Structure.

7.10 Sound Devices. 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 Lot.

7.11 Satellite Dishes, Antennae, Electronic Devices Subject to any regulations issued by the Federal Communications Commission or any other applicable governmental authority, exterior antennas, satellite receiver and transmission dishes may not be placed on the face of the house (i.e. the front of the house), as to be visible from the street or Common Area except in accordance with rules adopted by the Board of Directors under Section 7.20 below.

(a) **Electronic Transmitters.** No electronic or radio transmitter of any kind which tends to interfere with or create a nuisance with respect to any other Lots or the Owners thereof, other than garage door openers or cordless telephones or electronic pet containment systems, shall be operated in or on any Structure or within any Lot.

7.12 Animals.

(a) **Animal Restrictions.** Domesticated birds or fish and other small animals permanently confined indoors will be allowed. No other animals, except an aggregate of not more than two domesticated dogs or cats (which must be restrained at all times within the Lot), will be permitted within the Community. All dogs shall be kept on a leash and cleaned up after immediately when present in the Common Area. No animal of any kind shall be permitted that in the opinion of the Board makes an unreasonable amount of noise or odor or is a nuisance.

(b) **Commercial Activities.** No animals shall be kept, bred or maintained within the Community for any commercial purposes. An owner, family member, tenant or guest is responsible for any damages caused by his or her pet and shall be obligated to clean up after his or her pet while it is within the Community.

(c) **Rules.** The Association may institute such rules as it deems advisable for the control of pets, including without limitation, prohibitions and restrictions, and may impose such fines as are necessary in its sole discretion to enforce such rules and this Declaration.

7.13 Vehicles and Parking.

(a) **Recreational and Commercial Vehicles.** No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, motorcycle, any towed trailer unit or truck, excepting only pickups solely for the private use of the residents of a Dwelling, shall be parked within any Lot or except in a completely enclosed Structure.

- (b) **Inoperative Vehicles.** No stripped down, partially wrecked or inoperative motor vehicle, or any part thereof, shall be parked on any street or on any Lot in such a manner as to be visible from any neighboring property or street.
- (c) **Vehicle Repairs.** 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.

7.14 Signs. Except for permitted signs, they shall not be used or displayed on any Lot or Structure. Any signs or banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental shall not be used. All permitted signs must be professionally painted, lettered and constructed. The only signs permitted on any Lot or Structure shall be:

- (a) Two (2) signs of customary size for offering of the signed property for sale or for rent on the Lot;
- (b) Two (2) signs that may be placed one at each entrance to the Community;
- (c) One (1) sign of customary size for identification of the occupant and address of any Dwelling;
- (d) Signs as may be necessary to advise of rules and regulations or to caution or warn of danger; and
- (e) Such signs as may be required by law.

7.15 Construction Activities. During construction of any Improvements on Lots, all construction debris will be stored in a manner that will prevent its being blown away or otherwise dislodged by storms or high winds.

7.16 Drainage. All changes from existing drainage channels or patterns on any Lot must not cause any harm or damage to other property, whether within or outside the Community. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from any Structures on the Lot or any adjacent Lot, and so as to, protect foundations and footings from excess moisture. Special attention shall be paid to the revegetation of approved grades and cuts to eliminate erosion. Changes of more than one foot from existing grades require the approval of the Architectural Review Committee.

7.17 Hazardous Materials. No materials shall be transported to, from or within the Community in such a way as to create a nuisance or hazard: Storage, use or disposal of hazardous or radioactive material within the Community is prohibited. Any continued or" intensive use of pesticides or herbicides is deemed to be a use of hazardous materials.

7.18 Solar Devices. The utilization of passive or active solar energy devices is encouraged. However, all solar devices must either be architecturally and aesthetically integrated into

the Structure they serve or be screened from the view of adjacent Lots and streets in a manner satisfactory to the Architectural Review Committee.

7.19 Leasing.

- (a) **Restrictions.** Any Lot Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of the Rules and Regulations. An Owner may not rent or lease less than the entire Lot or less than the entire dwelling on a Lot. A Lot may not be rented or leased for transient or hotel purposes. A Lot may not be rented or leased for a period of less than one hundred eighty (180) days.

- (b) **Definition.** For purposes of this Section, “Renting or Leasing a Lot” or “To Rent or Lease a Lot” means to grant a right to use or occupy a Lot for a specific term or indefinite term (with rent stated on a periodic basis) in exchange for the payment of rent (money, property, or other goods or services of value). “Renting or Leasing a Lot” or “To Rent or Lease a Lot” does not mean:
 - (1) Joint ownership of a Lot by means of joint tenancy, tenancy-in-common or other forms of co-ownership; or
 - (2) An agreement between the Owner and a roommate under which the Owner and another person or persons share joint use of the dwelling on a Lot.

7.20 Rules and Regulations. In addition to the restrictions and requirements specified in this article and other provisions of this Declaration and the Bylaws, the Board of Directors from time to time may, by resolution, adopt, modify or revoke such rules and regulations governing the conduct of persons and the operation and use of the Lots and Common Property as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Community. The action is subject to the procedures prescribed in Article 9 of the Bylaws.

ARTICLE 8 INSURANCE

8.1 Insurance Carried. The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth herein, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. The Association shall maintain, to the extent reasonably available, policies with the following terms or provisions:

- (a) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of a Lot Owner and shall provide that such policies may not be canceled or modified without at least forty-five (45) days prior written notice to all of the Owners and the Association. All

liability insurance shall be carried in blanket form naming the Association, the Board, the manager or Manager, if any, and the officers of the Association as insureds.

- (b) Prior to obtaining any policy of casualty insurance or renewal thereof, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the Common Area, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause.

8.2 Hazard Insurance on the Common Area. The Association shall obtain adequate hazard insurance covering loss, damage or destruction by fire or other casualty to the Common Area. If obtainable, the Association may obtain the following and any additional endorsements deemed advisable by the Board of Directors: (a) an Inflation guard endorsement, and/or (b) any special endorsements, such as endorsements covering debris removal and building code upgrades.

8.3 Liability Insurance. The Association shall obtain adequate comprehensive policy of public liability and property damage liability insurance covering all of the Common Area, in such limits as the Board may from time to time determine, but not in any amount less than One Million Dollars (\$1,000,000) per injury, per person, and per occurrence, and in all cases covering all claims for bodily injury or property damage. Coverage may include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Properties. All liability insurance shall name the Association as the insured.

8.4 Fidelity Insurance. The Association shall obtain adequate fidelity coverage or fidelity bonds 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 or bonds 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.

8.5 Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

8.6 Officers' and Directors' Personal Liability Insurance. The Association shall obtain officers' and directors' personal liability insurance to protect the officers and directors

from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

- 8.7 Other Insurance.** The Association may obtain insurance against such other risks, of similar or dissimilar nature, as it shall deem appropriate with respect to the Association responsibilities and duties.
- 8.8 Insurance Premium.** Except as assessed in proportion to risk, if permitted under the terms of this Declaration, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.
- 8.9 Manager Insurance.** The manager, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association.
- 8.10 Adjustments by the Association.** Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association. The Association shall hold any insurance proceeds in trust for the Association and Owners.
- 8.11 Condemnation and Hazard Insurance Allocations and Distributions.** In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record, and pursuant to the Act.

ARTICLE 9 COVENANT VIOLATION AND ENFORCEMENT

- 9.1 Who May Enforce.** The Association, Architectural Review Committee, or an Owner may enforce any of the provisions of the Governing Documents by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of the Governing Documents, either to restrain violation and/or to recover damages, and by any proceeding at law or in equity against any Owner's Lot to enforce any lien created by this Declaration. The omission or failure of the Association to enforce any term or condition of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. Violations of the Governing Documents may also be subject to penalties and fines as provided in Rules and Regulations.
- 9.2 Notice of Violation.** In the event of a failure or refusal to comply strictly with any provision of this Declaration, a registered return receipt notice shall be mailed by the Association or its agent to such violator setting forth the nature of the violation. Such notice shall also state the action required by the Owner to cure the violation, the time required for such action and the nature of the action contemplated by the Association if the violation is not cured by the Owner. Owners have the right to appeal the notice of violation at a hearing before the Board of Directors and must reply within the time limit specified in the notice. Any action taken by the Association to correct such violation shall be at the cost and expense of such Owner (including any attorneys' fee incurred in

conjunction therewith), and the Association shall charge and assess, as provided in Article 5, such Owner for the full cost thereof.

- 9.3 Violation of Covenants Creates Liens.** A violation of this Declaration shall create a lien against an Owner's Lot. The Association may elect to prepare and record a notice of lien with respect to each such notice of violation.
- 9.4 Covenant Enforcement - Remedies.** The remedies provided in the Governing Documents for their enforcement are cumulative and the selection of less than all methods of enforcement shall not constitute an election of remedies so as to preclude other methods of enforcement subsequently or simultaneously.
- 9.5 Limitations on this Article.** Nothing in this Article is intended to limit or contravene, nor shall any provision thereof be construed to limit or contravene, any appropriate provision of the Governing Documents or any other enforcement rights permitted by law.

ARTICLE 10 AMENDMENT, TERMINATION AND DURATION

10.1 Amendment.

- (a) **Proposal.** All sections of this Declaration may be terminated at any time, and from time to time any one or more sections of this Declaration may be amended by the Owners as provided below. Amendments to the Declaration may be proposed by a majority of the Board of Directors or by Owners of at least twenty percent (20%) of the Lots in the Community.
- (b) **Approval.** Amendments under this Article must be approved by the affirmative vote of Owners of at least two-thirds (2/3) of the Lots, present in person or by proxy.
- (c) **Execution.** The amendment shall be certified by the President and Secretary of the Association as having been adopted pursuant to the provisions of this Section and the Bylaws.
- (d) **Recording.** An instrument setting for the amendment shall be filed for record with the County Clerk and Recorder of El Paso County.

- 10.2 Termination.** This Declaration may be terminated upon approval by the vote or written consent of not less than ninety percent (90%) of all Owners and the approval of the City of Colorado Springs. Any termination becomes effective only if a certificate signed by the president and secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required in this section, is duly acknowledged and recorded in the office of the recording officer of El Paso County, Colorado.

10.3 Duration. Unless sooner terminated as provided below, the restrictions and other provision set forth in these covenants shall remain in force until twenty (20) years after the date of recordation of these Covenants in the El Paso County records, and shall be automatically renewed for successive periods of ten years unless before the expiration of the initial twenty (20) years, or before the end of the ten-year extension, there is filed for record with the Clerk and Recorder of El Paso County an instrument stating that extension is not desired signed and acknowledged by the Owners-of a majority of the Lots in the Subdivision, in which event these Covenants shall terminate as of the end of the initial twenty (20) year term or ten (10) year extension, as applicable.

ARTICLE 11 GENERAL PROVISIONS

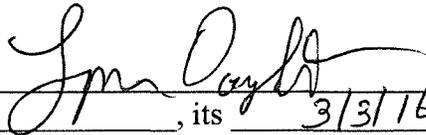
- 11.1 Covenants Run with the Land.** These Covenants shall run with the land and shall inure to the benefit of and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any Lot in the Community.
- 11.2 Severability.** Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.
- 11.3 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Lots and of promoting and effectuating the fundamental concepts as set forth in the recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado. In the event it is necessary to interpret the meaning of any provision of this Declaration, Bylaws or the Articles of Incorporation, the Board of Directors shall have the authority to establish by resolution its determination of the meaning. The Board's interpretation shall be final and conclusive.
- 11.4 Challenge to this Amendment.** All challenges to the validity of the amendments must be made within one (1) year after the date of recording of this document. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.
- 11.5 Non-Waiver.** Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.
- 11.6 Conflict of Provisions.** In case of conflict between this Declaration and the Articles or Bylaws, this Declaration shall control. In the case of conflict between the Articles and Bylaws, the Articles shall control.

11.7 Notices. Any notice required to be sent to any Owner under the provisions of the Governing Documents shall be deemed to have been properly sent when mailed by first class mail, postage prepaid, to the address of the Lot owned within the Association unless the Owner notifies the Association of another address. Notice shall be deemed to be received three (3) days after mailing.

11.8 Jurisdiction/Venue. The validity, meaning, and effect of this Declaration will be determined as provided under the laws of the County of El Paso, State of Colorado, applicable to agreements made and to be performed in the State of Colorado and venue shall be proper in El Paso County.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, we, being all of the Directors of the CENTENNIAL GLEN HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 3 day of March, 2016.


_____, its 3/3/16