

**Please submit the original application form and two copies, including this cover sheet.**

**HOMEOWNER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **NUMBER:** \_\_\_\_\_

# **RESIDENTIAL IMPROVEMENT APPLICATION FORM**

**FOR DECK CONSTRUCTION: OBTAIN “SUPPLEMENT TO ARCHITECTURAL REVIEW COMMITTEE GUIDELINES.”**

## **GLENEAGLES VILLAGE HIGHLANDS RANCH**

Revised September 2004  
In effect: 4/2012

**THE ARCHITECTURAL REVIEW COMMITTEE OF THE GLENEAGLES VILLAGE HOMEOWNERS ASSOCIATION HAS PREPARED THIS APPLICATION FORM.**

**THE ARCHITECTURAL REVIEW COMMITTEE RESERVES THE RIGHT TO ADD TO OR MODIFY THIS FORM AT ITS DISCRETION.**

**GLENEAGLES VILLAGE HOMEOWNERS ASSOCIATION (GEVHOA)  
ARCHITECTURAL REVIEW COMMITTEE (ARC)  
RESIDENTIAL IMPROVEMENT APPLICATION FORM**

ADDRESS: \_\_\_\_\_

**COMPLETE THE FOLLOWING SECTION**

NAME: \_\_\_\_\_

HOW CAN YOU BE REACHED DURING THE DAY?

Business Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

TYPE OF IMROVEMENT:

\_\_\_\_\_  
\_\_\_\_\_

PLEASE LEAVE **THREE COPIES** AT THE CLUB DESK

All applications must include pages 1 through 5, and all necessary drawings.

Applications must include an Easement Encroachment, if applicable. This form is available at the Club desk.

Review the ARC **“Guidelines for Residential Modifications,”** adopted by the BOD 9/23/99, revised on 11/15/00, 8/22/02, and 10/23/03. Contact any Committee member with questions. Guidelines are available at the Club desk.

**STREET PARKING:** Using street parking for vehicles and related construction equipment, including san-o-lets, will be limited to one week for each new architectural permit. If a violation occurs, a written notice will be given to the homeowner giving them 24 hours to remove the violation or be fined \$50 per day until it is corrected. Moving of the violation a short distance or returning another day will not be allowed. Projects needing longer than one week for completion will require special approval from the BOD to use street parking.

**FOR ARC USE ONLY**

Date received: \_\_\_\_\_

Date approved: \_\_\_\_\_ By: \_\_\_\_\_

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

Date approved by HR/ARC: \_\_\_\_\_

**GLENEAGLES VILLAGE HOMEOWNERS ASSOCIATION (GEVHOA)  
ARCHITECTURAL REVIEW COMMITTEE (ARC)  
RESIDENTIAL IMPROVEMENT APPLICATION FORM**

ADDRESS: \_\_\_\_\_

**HOMEOWNER’S RESPONSIBILITIES:** THIS LIST OF HOMEOWNERS RESPONSIBILITIES IS PROVIDED TO ASSIST YOU IN A SMOOTH IMPLEMENTATION OF YOUR ADDITION.

**PLEASE READ AND INITIAL EACH ITEM:**

\_\_\_\_\_ **STRUCTURAL ADEQUACY:** The homeowner is responsible for structural adequacy. The ARC does not review the proposed improvement/addition for structural adequacy.

\_\_\_\_\_ **BUILDING AND SAFETY REGULATIONS:** Approval of plans by the Gleneagles Village Architectural Review Committee (ARC) does not relieve the property owner of complete adherence to all codes and regulations within the jurisdiction of all governing agencies (i.e. Douglas County Building Department, as well as appropriate utility companies.) In some cases, building permits will be required for your improvement. Failure to meet County requirements as to codes and licenses could result in orders to remove the alteration, condemnation proceedings, loss of insurance, and even calling in a mortgage. The ARC does not review the application for adherence to building codes and safety regulation. This is the homeowner’s responsibility.

\_\_\_\_\_ **WORKMANSHIP:** It is the responsibility of the property owner to assure that all work performed on the subject improvements be done in a manner equal to or better than the standards of workmanship applied to the original construction on your property.

\_\_\_\_\_ **EASEMENTS:** An easement is an area within your lot where Utilities have the right of entry for construction or maintenance of their facilities. If the proposed construction will cover any easement, the homeowner should inform the utilities involved using information on page 13, Appendix I, of the “**Guidelines for Residential Modifications**,” adopted by the BOD 9/23/99, revised 11/15/00, 8/22/02, and 10/23/03. Easement encroachment forms must be filed with Douglas County. This form is available at the Club desk.

\_\_\_\_\_ **SPRINKLER SYSTEM:** Construction is not allowed over sprinkler supply lines. Sprinkler pipes and heads must be relocated at the homeowner’s expense. It is advisable to work with the Association Landscaping Contractor in relocation of lines and proper heads.

\_\_\_\_\_ **DRAINAGE:** The established drainage pattern of your lot must not be altered either during or after the construction of any improvement to the property.

\_\_\_\_\_ **LANDSCAPING:** Any changes to completed or planned landscaping must be approved by the Landscape Committee.

\_\_\_\_\_ **MAINTENANCE OF IMPROVEMENTS:** Upon erecting any addition either by the builder at the homeowner’s option or by the homeowner, the homeowner becomes responsible for the timely maintenance of the addition. Refer to the ARC “**Guidelines for Residential Modifications**” regarding maintenance and painting.

\_\_\_\_\_ **RESTRICTIVE COVENANT AGREEMENT:** The application requires a Restrictive Covenant

Agreement to be filed with Douglas County. This form is page 5 of the application.

\_\_\_\_\_ **DAMAGE DUE TO CONSTRUCTION:** Before you do any digging on your property, call the local utility companies to locate any underground telephone line, cable television line, high pressure gas line and/or high voltage electric cables.

If any existing public improvement or utilities are damaged or destroyed during any phase of construction to which approved plans apply, the owner shall, at his own expense, replace and/or repair such damage, subject to the final approval of the appropriate governing agencies and/or Utility Companies.

**GLENEAGLES VILLAGE HOMEOWNERS ASSOCIATION (GEVHOA)  
ARCHITECTURAL REVIEW COMMITTEE (ARC)  
RESIDENTIAL IMPROVEMENT APPLICATION FORM**

**Address** \_\_\_\_\_

**GENERAL:**

A description of the proposed improvement with sufficient detail of style, material and finish is required so that the ARC can determine compliance with governing criteria defined in the previous page.

**ATTACH THE FOLLOWING INFORMATION:**

**PLANS:**

- \_\_\_\_\_ Plot Plan (Provided to you at your closing)
- \_\_\_\_\_ Drawings of improvement (to scale, including dimensions) showing:
  - \_\_\_\_\_ Plan (top) view of improvement (showing size and relation to the existing house)
  - \_\_\_\_\_ Elevations (front & both sides, showing doors, windows, etc. and finished grades)
  - \_\_\_\_\_ Existing improvements (including driveways, walks, decks, trees, bushes, etc.)
  - \_\_\_\_\_ Property lines
  - \_\_\_\_\_ Outside boundary lines of the house on the lot
  - \_\_\_\_\_ Easement boundary lines
  - \_\_\_\_\_ Privacy fences
  - \_\_\_\_\_ Window wells (if applicable)
  - \_\_\_\_\_ Sprinkler system changes (if applicable)
  - \_\_\_\_\_ Landscaping changes (if applicable)
  - \_\_\_\_\_ Drainage plan changes (e.g. downspouts, contours, etc.)

**SPECIFICATIONS:**

- \_\_\_\_\_ Specifications and samples of materials and colors

**SUBMIT THE APPLICATION:**

\_\_\_\_\_ Leave **three copies (3)** of your Application with plans at the Club desk. If approved, the ARC will forward a copy to the Highlands Ranch Community Association for approval.  
NOTE: Approval by both HRCA/ARC and GEVHOA/ARC is required.

**DOUGLAS COUNTY APPROVAL:**

If a building permit (or any other approvals) are required, it is the HOMEOWNER'S responsibility to complete all necessary forms and apply for the permit and approvals.

**INSPECTION:**

We recognize that the Association has the right to inspect the project at any time, and we agree to take such action as may be necessary to remedy any noncompliance with the approval previously given by the Gleneagles Village Architectural Review Committee.

**SIGNATURE (S):**

\_\_\_\_\_ DATED \_\_\_\_\_  
Owner

\_\_\_\_\_ DATED \_\_\_\_\_  
Owner

**GLENEAGLES VILLAGE HOMEOWNERS ASSOCIATION (GEVHOA)  
ARCHITECTURAL REVIEW COMMITTEE (ARC)  
RESIDENTIAL IMPROVEMENT APPLICATION FORM                      ARC NUMBER \_\_\_\_\_**

**COMPLETION NOTICE**

Your address and project description should be added to this page and the page included with your Application when it is submitted. It will be returned to you with your copy of the Application after the Committee has taken action.

**WHEN YOUR PROJECT IS COMPLETE (BUT NOT MORE THAN 30 DAYS AFTER COMPLETION) RETURN THIS COMPLETED AND SIGNED PAGE TO THE CLUB DESK. IF YOUR CONSTRUCTION COVERS AN EASEMENT, YOU MUST ALSO INCLUDE AN "EASEMENT ENCROACHMENT FORM," AVAILABLE AT THE CLUB DESK, SHOWING FILING WITH DOUGLAS COUNTY.**

**TO: GLENEAGLES VILLAGE HOMEOWNERS ASSOCIATION (GEVHOA)  
ARCHITECTURAL REVIEW COMMITTEE (ARC)**

**Re: Property Address \_\_\_\_\_**

**Description of project \_\_\_\_\_**

**Notice is hereby given that we have completed the above-described project.**

**SIGNATURE (S):**

\_\_\_\_\_ DATED \_\_\_\_\_  
Owner(s)

\_\_\_\_\_ DATED \_\_\_\_\_

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**FOR ARC USE ONLY**

**Date inspected:** \_\_\_\_\_ **By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**APPROVED/DISAPPROVED**

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**RESTRICTIVE COVENANT AGREEMENT**

Restrictive Covenant Agreement entered into by and between Gleneagles Village Homeowners Association, a Colorado nonprofit corporation and \_\_\_\_\_, Owner, including all successors and assigns.

WHEREAS, Owner is owner of real property located within Gleneagles Village Homeowners Association with a legal description of Lot \_\_\_\_\_, Block \_\_\_\_\_, Gleneagles Village, Phase \_\_\_\_\_, Douglas County, aka \_\_\_\_\_, Highlands Ranch, Colorado 80130 and

WHEREAS, the Property is subject to a recorded Declaration of Covenants and Restrictions recorded Oct. 2, 1985 in the Douglas County records and all subsequent Amendments thereto; and

WHEREAS, Owner desires to obtain authorization from the Association to make the following improvements on Owner's Lot for which the Association would be responsible pursuant to the Declaration or Bylaws:

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NOW THEREFORE, in consideration of the permission granted by the Association to install said improvements, Owner agrees as follows:

1. Upon approval of the above improvements, together with any other requirements by the Association, including, but not limited to, insurance coverage by the Owner on said improvements; Owner shall be solely responsible for the maintenance and repair of said improvements, despite any provisions in the Declaration or Bylaws to the contrary.
2. If Owner fails to maintain such improvements, or comply with the Association's demands regarding the same, the Association can repair or remove said improvements, at the Owner's expense, and all expenses incurred by the Association, including attorney fees and court costs, which are not paid by the Owner shall be a Lien on Owner's unit and be collectible in the same manner as provided for in Article V of the Declaration.
3. Owner assumes all liability and risks associated with said improvement and agrees to indemnify and hold harmless the Association, its directors, officers, agents and employees from any damages,

claims, losses, liabilities of any kind, arising out of or in any manner related to this Agreement or arising out of Owner's improvements on his Lot.

- 4. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for any suits brought hereunder shall be the County of Douglas, Colorado.
- 5. The terms and conditions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.
- 6. This agreement shall be recorded with the Recorder of Douglas County, Colorado by the owner,

PLEASE READ THOROUGHLY AND ASK ANY QUESTIONS BEFORE SIGNING! YOUR SIGNATURE ACKNOWLEDGES YOU UNDERSTAND THE AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO ITS TERMS.

ASSOCIATION	OWNER
By: _____	_____
_____	_____ Date
Title	Date

The foregoing Restrictive Covenant Agreement was subscribed and sworn to before me this \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ .My commission expires: \_\_\_\_\_.

STATE OF COLORADO)

) ss.

COUNTY OF DOUGLAS)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(SEAL)

### INFORMATION ON PET ENCLOSURES

Your application/approval for a pet enclosure, in addition to conforming to all architectural requirements, should be further guided by consideration of the following:

**Section A, paragraph 5, Animals/Pets (Household) in the Gleneagles Village Homeowners Handbook, adopted by the Board of Directors on 6/26/98 and revised 5/1/99, page 2**, which states... “pets may be kept on a residential site, provided that (a) they are not kept, bred or maintained for any commercial purposes, (b) they do not make objectionable noises or otherwise constitute a disturbing nuisance to other homeowners, (c) they are kept within an enclosure on the Residential Site occupied by the owner of such pets or on a leash being held by a person capable of controlling the animal, (d) the person responsible cleans up after the pet, A “reasonable number” as used in this section shall mean no more than two (2) fur bearing pets per site.”

**Section 10.2 Maintenance of Residential Sites in the Sub-association Declaration for GEV Homeowners Association, Inc, of Highlands Ranch Community Association, Inc., page 40**, which states... ”All residential sites within the Gleneagles Village Homeowners Association Area and any improvement thereon...shall be kept and maintained in good repair and in a clean, safe, attractive and sightly condition,,”

These documents were issued to you at the closing for your home and the message above serves to remind us that we want to be good neighbors. Pet ownership at Gleneagles Village has on occasion given rise to complaints from neighbors. The complaints generally express concern about noise levels, objectionable odors, cleanliness, safety, and proximity of the enclosure as it relates to the neighbor's outdoor facilities, decks, patios, and lawn chairs. The GEV/ARC will carefully consider these concerns. We urge you to discuss your plans with your neighbors before submitting them for approval.