

**LIMITED AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
ANDOVER GLEN**

**THIS LIMITED AMENDMENT** to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Andover Glen is effective upon the date of recording.

**RECITALS**

- A. The Declaration & Agreement Establishing Protective Covenants and Declaration of Covenants, Conditions and Restrictions was recorded on August 20, 1979 at Reception No. 188192 in Book 3058 at Page 17 in the real property records of the Clerk and Recorder of Arapahoe County, Colorado; as replaced by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Andover Glen recorded August 24, 2011 at Reception No. D1081062 in the real property records of Arapahoe County, Colorado; and as further amended by the Limited Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Andover Glen (Regarding Rental Restrictions) recorded May 1, 2019 at Reception No. D9030521 in the real property records of Arapahoe County, Colorado (collectively, the “Declaration”).
- B. The Declaration currently prohibits sheds from being placed on a Lot.
- C. The Association and Members believe it is in the best interests of the community to allow the installation of one shed per Lot in accordance with the guidelines provided in this amendment.
- D. Article XI, Section 11.2 of the Declaration provides that any provision of the Declaration may be amended by a vote of the Members holding at least 67% of the votes of the Members in Good Standing.
- E. Mortgagee approval is not required for this amendment pursuant to Article XII of the Declaration.
- F. Members holding at least 67% of the votes of the Members in Good Standing have approved this amendment.

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

- 1. Article II, Section 2.2 is deleted in its entirety and replaced by the following:
  - 2.2 Residences. A Residence may include one private attached garage, which may be no larger than a three-car garage. Not more than one Residence shall be erected on any Lot.

2. Article II, Section 2.3 is deleted in its entirety and replaced by the following:

2.3 Other Structures. No temporary house trailer, tent or unattached garage shall be placed or erected on a Lot. No trailer, basement, tent, shack, barn, shed or other similar outbuildings erected on the Properties shall at any time be used as a dwelling, temporarily or permanently, nor shall any structure of a temporary character be used as a Residence. One shed per Lot may be allowed pursuant to the following criteria:

2.3.1 Sheds must be approved in advance by the Architectural Control Committee;

2.3.2 Sheds may not be visible from the front of Residence;

2.3.3 Sheds must be erected on a 4-inch concrete foundation;

2.3.4 The shingles, siding and paint colors of the shed must match the Residence and are subject the same maintenance standards as the Residence;

2.3.5 The footprint of the shed shall not exceed 80 square feet and the height may not exceed 8 feet at its tallest point;

2.3.6 Metal, plastic, vinyl or resin sheds will not be considered for approval; and

2.3.7 Placement of the shed within the Lot must comply with all applicable zoning regulations.

#### MISCELLANEOUS

3. This amendment is limited to the deletion and replacement of Article II, Sections 2.2 and 2.3 as stated above. All other covenants, restrictions, and conditions contained in the Declaration remain in full force and effect unless otherwise amended by a separate amendment.

4. All challenges to the validity of this amendment must be made within one (1) year after the date of recording of this document. The covenants and restrictions of the Declaration shall run with and bind the property in perpetuity.

IN WITNESS WHEREOF, this Limited Amendment is executed by the undersigned, who certify that Members holding at least 67% of the votes of the Members in Good Standing have approved this Limited Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Andover Glen.

**ANDOVER GLEN HOMEOWNERS  
ASSOCIATION, INC.**

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

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

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

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, as President of Andover Glen Homeowners Association, Inc.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Secretary of Andover Glen Homeowners Association, Inc.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public