

JEFFERSON COUNTY, COLORADO
 DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR
 BRENTWOOD ESTATES TOWNHOMES,
 PLANNED DEVELOPMENT
 LAKEWOOD, COLORADO

7800
 This Declaration is made this 1st day of July, 1983 by Vernon Tidball, Toshiuyki T. Uchida and Tidball Custom Homes, Inc., a Colorado Corporation ("Declarant"). 1-26

I. GENERAL.

1.1 Purposes. This Declaration is executed in furtherance of a plan (a) to provide that all property which may be subject to this Declaration shall be developed for single family residential purposes; (b) to protect and enhance the quality, value, desirability and attractiveness of all property which may be subject to this Declaration; (c) to provide for an Association as a vehicle to perform certain functions and to hold and manage certain property for the common benefit of owners of property which may become subject to this Declaration; and (d) to define certain rights and obligations of owners of property which may become subject to this Declaration with respect to the Association and with respect to the functions undertaken and property held by the Association.

1.2 Declaration. Declarant, for itself, its successors and assigns, hereby declares that all property herein or hereafter made subject to this Declaration shall, at all times, be owned, held, sold, conveyed, used, occupied, encumbered and leased subject to the provisions, easements, restrictions, covenants, conditions and equitable servitudes contained in this Declaration, which shall run with the title to such property and be binding upon all parties having any right, title or interest in said property or any party thereof and upon their heirs, personal representatives, successors and assigns and shall inure to the benefit of each party having any such right, title or interest in said property or any part thereof.

1.3 Brentwood Estates Townhomes. Declarant is the owner of certain real property located in the City of Lakewood, County of Jefferson, State of Colorado, which is more particularly described in Part A of Exhibit A attached hereto ("Brentwood Estates Subdivision - Filing No. 1"). Declarant hereby declares, for itself, its successors and assigns, that all of said real property is and shall be subject to this Declaration.

II. CERTAIN DEFINITIONS.

2.1 Declarant. "Declarant" shall mean Vernon Tidball, Toshiuyki T. Uchida and Tidball Custom Homes, Inc., a Colorado corporation and their successors and assigns as the terms "successor and assigns" are herein limited. A party shall be deemed a "successor or assign" of Vernon Tidball and Toshiuyki T. Uchida as Declarant only if specifically designated in a written and duly recorded instrument as a successor or assign of Declarant under this Declaration and shall be deemed a successor or assign of Declarant under this Declaration only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. A party acquiring all or substantially all of the right, title and interest of Vernon Tidball, Toshiuyki T. Uchida and Tidball Custom Homes, Inc. in the Brentwood Estates Townhomes by foreclosure, judicial sale, bankruptcy proceedings or by other similar involuntary transfer, shall automatically be deemed a successor and assign Vernon Tidball, Toshiuyki T. Uchida and Tidball Custom Homes, Inc. as Declarant under this Declaration.

2.2 **Owner.** "Owner" shall mean the party, including Declarant, or, if more than one, all parties collectively, who constitute the owner of record of fee simple title to a Lot. The term "Owner" shall include a contract seller but shall exclude any party, other than a contract seller, who holds an interest in a Lot merely as security for the performance of an obligation.

2.3 **Related User.** "Related User" shall mean any member of the family of an Owner who resides with such Owner, guests and invitees of an Owner and occupants, tenants and contract purchasers residing on a Lot claiming by, through or under the Owner of such Lot.

2.4 **Association.** "Association" shall mean Brentwood Estates Townhomes Association, Inc., a Colorado corporation not for profit, formed or to be formed to be and constitute the Association to which reference is made in this Declaration, and its successors and assigns.

2.5 **Member.** "Member" shall mean the party of, if more than one, all parties collectively, who constitute an Owner, as defined above, and may be used herein to refer to an Owner in the capacity of such Owner as the holder of a Membership in the Association.

2.6 **Architectural Control Committee.** "Architectural Control Committee" shall mean the Architectural Control Committee appointed as hereinafter provided in this Declaration.

2.7 **Brentwood Estates Townhomes Area.** "Brentwood Estates Townhomes Area" shall mean Lots 1 through 14, Brentwood Estates Subdivision-Filing No. 1 together with Tract A and Tract B as designated on said Plat.

2.8 **Property.** "Property" shall mean Brentwood Estates Townhomes as described in Exhibit B attached hereto.

2.9 **Lot.** "Lot" shall mean any of the designated parcels as depicted on the plat of Brentwood Estates Planned Development, which plat is recorded at Reception No. 80088787, Jefferson County, Colorado, there being two parcels designated either A or B on each of the original platted lots of Brentwood Estates, which parcels are described in Exhibit B by the designation "Lot A or B." As each Lot is sold by Declarant, such Lots shall be more particularly described as being a portion of a platted lot designated as either Lot ----- A or B which description shall be by metes and bounds.

2.10 **Common Area.** "Common Area" shall mean tracts A and B, Brentwood Estates Subdivision-Filing No. 1, and the Common Element.

2.11 **Parking.** Each "A" lot shall have a two-car garage and each "B" lot shall have a one-car garage.

2.12 **Parking Area.** "Parking Area" shall mean any portion of Common Area which may be paved and otherwise improved for the parking of motor vehicles.

2.13 **Common Element.** "Common Element" shall mean all sewer mains within the easement created therefore up to the point where such mains enter the townhouse units constructed on each of the lots.

2.14 **Other Defined Terms.** The following terms are defined elsewhere in the Declaration and shall have the meaning

specified in the section of this Declaration in which they are defined:

"Capital Assessments"	- Section 10.5
"Change to Property"	- Section 11.2
"Brentwood Estates Subdivision Filing No. 1"	- Section 1.3
"Control of the Association"	- Section 9.14
"Established Drainage Pattern"	- Section 4.18
"Exterior Surfaces"	- Section 4.2
"Patio Area"	- Section 4.3
"Party Wall"	- Section 7.1
"Regular Assessments"	- Section 10.3
"Supplementary Assessments"	- Section 10.7
"Violations"	- Section 14.6

III. OWNERSHIP AND USE OF COMMON AREAS.

3.1 **Common Area.** Declarant shall cause the Common Area to be conveyed to the Association prior to the conveyance of any Lot which is made subject to this Declaration at the same time and in the same instrument as any such Common Area is made subject to this Declaration.

3.2 **Owner's Rights in Common Areas.** Each owner of a Lot shall have a right and easement of enjoyment in and to any common Area which is annexed to and made subject to this Declaration. Such rights shall be appurtenant to and pass with title to the Lot of such Owner. Such rights shall be subject, however, (a) to the right of the Association to allow the general public, or any portion of the general public, and (b) to the right of the Association to dedicate or transfer all or any part of any Common Area as hereinafter provided.

3.3 **Parking Rights.** Each owner shall be entitled to the use of one off-street parking space on the apron of each garage.

3.4 **Transfer to Governmental or Public Successor.** All or any portion of Common Area may be dedicated or transferred to any public or governmental agency, authority or utility for such purposes and subject to such terms and conditions as the Association shall deem appropriate; provided however that no such dedication or transfer shall be made, other than to grant easements for utilities and similar or related purposes, without the special approvals prescribed hereinafter in this Declaration for special approvals of such dedications or transfers.

3.5 **No Dedication to Public.** The areas designated as Common Area herein are not thereby dedicated for use by the general public but are dedicated to the common use and enjoyment of Owners and Related Users in accordance with and subject to the provisions of this Declaration.

IV. PROVISIONS APPLICABLE TO ALL PROPERTY.

4.1 **Maintenance of Property.** All Property, including any improvements on Property, any landscaping on Property and any unimproved Property, shall be kept and maintained in a clean, safe, attractive and sightly condition and in good repair. Except as hereinafter provided with respect to maintenance of Exterior Surfaces and of landscaping on Lots, all such maintenance, repair and upkeep with respect to a Lot shall be the responsibility of the Owner of the Lot except as provided in paragraph 4.2 and all such maintenance, repair and upkeep with respect to any Common Area shall be the responsibility of the Association, and such Owner or the Association, as the case may be, shall bear the expense of such maintenance, repair and upkeep.

4.2 **Maintenance of Exterior Surfaces.** "Exterior Surfaces" shall mean the exterior surfaces of any improvements on any Property including walls, doors, windows, roofs, gutters, downspouts and fences but excluding any portions thereof which are glass and excluding the interior of fences enclosing Patio Areas on any Lot. Maintenance, repairs and upkeep, including painting, of Exterior surfaces shall be the responsibility of the Association. The Association shall see that all such Exterior Surfaces are adequately painted, finished and maintained so as to present, at all times, a pleasing and attractive appearance. The nature and type of any painting or refinishing, including the color thereof, shall be within the sole discretion of the Association. such maintenance, repair and upkeep of Exterior Surfaces shall be done at the expense of the Association except that, if the Association is required to incur costs and expenses of maintenance, repair or upkeep due to the willful or negligent act or failure to act of an Owner or a Related User of an Owner, the amounts incurred shall be payable by such Owner to the Association, secured by a lien as hereinafter provided in this Declaration. Maintenance, repair and upkeep of glass surfaces and of the interior of fences enclosing any Patio Areas on a Lot, shall be the responsibility of the Owner of the Lot who shall bear the expense thereof. 4

4.3 **Maintenance of Joint Driveways.** Maintenance, repairs, upkeep, and replacement of the joint driveways shall be the responsibility of the Association. The Association shall see that all such driveways are adequately maintained. Such maintenance, repair upkeep and replacement of the driveways shall be done at the expense of the Association except that, if the Association is required to incur costs and expenses of maintenance, repair or upkeep due to the willful or negligent act or failure to act of an Owner or a Related User of an Owner, the amounts incurred shall be payable by such Owner to the Association, secured by a lien as hereinafter provided in this Declaration. Keeping the driveways neat and clear of rubbish and other obstructions of any kind whatsoever, shall be the responsibility of the Owner of the Lot who shall bear the expense thereof.

4.4 **Repair and Replacement of Landscaping on Lots 14A and 14B.** Maintenance and upkeep of the noise berm located on the south end of Lots 14A and 14B shall be the responsibility of the owners of those respective lots. The repair and replacement of landscaping on the berm not caused by the negligence of the Owners of Lots 14A and 14B shall be the responsibility of the Association.

4.5 **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

4.6 **No Annoying Lights, Sounds or Odors.** No light shall be emitted from any Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any Property which is unreasonably loud or annoying; and no odor shall be emitted from any Property which is noxious or offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any Property except with the prior written approval of the Association.

4.7 **No Hazardous Activities.** No activity shall be conducted on any Property and no improvements shall be constructed on any Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property and no open fires shall

be lighted or permitted on any Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

4.8 **No Unsightliness.** No unsightliness shall be permitted on any Property which is visible from any other Property. Without limiting the generality of the foregoing, all unsightly conditions, structures, facilities and equipment, objects and conditions shall be enclosed within a structure, including snow removal equipment and garden or maintenance equipment except when in actual use. 5

4.9 **Restriction on Large Vehicles.** No recreation vehicles, campers, campers not on a truck, boats, mobile homes, trucks other than pick-up trucks, horse trailers or other trailers, tractors or other large vehicles shall be permitted to remain on any Property.

4.10 **Restrictions on Garbage and Trash.** Garbage and trash shall be kept at all times in a noiseless covered container which shall be kept within an enclosed structure, Patio Area or garage, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than 6 P.M. on the day preceding the expected date of pickup of such garbage and trash.

4.11 **No Refuse.** No lumber, grass, shrub or tree clippings, plant waste, compost, metals, bulk materials, scrap, refuse, debris, garbage or trash shall be kept, stored or allowed to accumulate on any Property, except within an enclosed structure or appropriately screened from view.

4.12 **Restriction as to Antennae, Pipes and Utility Lines.** Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained underground or within an enclosed structure.

4.13 **Restriction on Animals.** No animals shall be kept on any Property except that residents may keep dogs, cats or other animals which are bona fide household pets, so long as such pets are not kept for commercial purposes, do not make objectionable noises or otherwise bother or constitute a nuisance to other residents and are kept within the boundary lines of the Lot of the owner off such pet or on a leash and under the control of the owner of such pet when outside such Lot and are kept off any other Lot. No person may keep more than two pets per household without the written approval of the Association and the keeping of pets shall be subject to such reasonable rules and regulations as may be adopted from time to time by the Association.

4.14 **Restriction on Signs.** No signs or advertising devices of any nature shall be erected or maintained on any Property except to identify the address and owner of the Property, to indicate that the Property is for sale or lease, to advise of rules and regulations, to caution or warn of danger and except such signs as may be required by law and except such other signs as may be approved in writing by the Architectural Control Committee. Any signs which are permitted under the foregoing provisions shall be of such reasonable dimensions as may be determined from time to time by the Architectural Control Committee provided that any sign advertising that Property is for sale or lease which is not more than 2 feet by 3 feet, plain white, with black block letters, shall be deemed of reasonable dimensions. Signs used by Declarant in connection with the development and sale of Lots and improvements thereon shall not be subject to the provisions hereof.

4.15 **Restriction on Exterior Lighting.** Except as approved in writing by the Architectural Control Committee, no exterior lighting shall be permitted on any Property, including lighting to accent landscaping features, lights at entrance doors to structures, lights at entrances to Property, lights along paths or driveways and lights to illuminate permitted signs. Approval of the Architectural Control Committee shall be given only if such lights shall be of attractive design and shall be as small in size as is reasonably practical and shall be placed or located as directed or approved in writing by the Architectural Control Committee. 6

4.16 **No Mining or Drilling.** No Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

4.17 **No Temporary Structures.** No tent, shack, temporary structure, building or improvement shall be placed on any Property, except by Declarant for use in connection with the sales of Lots, or except with the prior written consent of the Architectural Control Committee obtained in each instance, which consent shall be granted only for a particular social, cultural, entertainment or recreational purpose of a short term duration.

4.18 **Maintenance of Drainage.** There shall be no interference with the established drainage pattern over any Property except as approved in writing by the Architectural Control Committee which approval shall not be granted unless provision is made for adequate alternative drainage. "Established Drainage Pattern" shall mean the drainage pattern which exists at the time of the overall grading of any Property is completed or which is shown on any plans approved by the Architectural Control Committee.

4.19 **Construction Period Exception.** During the course of actual construction of any permitted structure or improvements, and provided construction is proceeding with due diligence, the provisions contained in this Article shall be deemed temporarily suspended as to the Property upon which construction is taking place to the extent necessary to permit such construction and provided that, during the course of such construction, nothing is done which will result in a violation of any of the provisions of this Declaration upon completion of construction and nothing is done which will constitute a nuisance or unreasonable interference of the enjoyment by other Owners of their Lots.

4.20 **Compliance with Insurance Requirements.** Except as may be approved in writing by the Association, nothing shall be done or kept on Property which would result in the cancellation of any insurance maintained by the Association or any other Owner.

4.21 **Compliance with Laws.** Nothing shall be done or kept on any Property in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction.

4.22 **Exemption of Declarant.** During, but only during, the period of development and sale by Declarant of Property owned by Declarant, nothing contained in this Declaration shall limit the right of Declarant to excavate, cut, fill, or grade any Property owned by Declarant or to construct, alter, demolish or replace any improvements on any Property owned by Declarant or to use any structure on any Property owned by Declarant as a model home or real estate sales or leasing office in connection with Property in the Brentwood Estates Townhomes Area or to require Declarant to seek or obtain approval of the Architectural Control Committee or the Association for any such activity of or improvement by Declarant on any Property owned by Declarant, provided that Declarant shall not unreasonably interfere with the use and enjoyment by any Owner of such Owner's Lot and home.

4.23 **Limitation on Vehicle Use and Parking.** No vehicles, including, but not limited to, automobiles, trucks, bicycles, motorcycles, motor bikes and snowmobiles, may be kept or used on any Property except in accordance with the rules and regulations adopted by the Association which rules and regulations may prohibit the keeping or use of vehicles on any Lot; may regulate parking and may prohibit the use or keeping of motorcycles, motor bikes, snowmobiles, trucks or other large vehicles on any Property or Lot. 7

V. **PROVISIONS APPLICABLE TO LOTS.**

5.1 **Residential Use.** Each Lot shall be improved and used solely for residential living purposes and such purposes as are customarily incident thereto.

5.2 **No Business or Commercial Activity.** No Lot shall be used at any time for business, commercial or professional activity except that the Owner of a Lot may lease or rent all of his Lot and the improvements thereon (but no portions thereof or individual rooms therein) for residential living purposes. No home occupations shall be permitted on any Lot.

5.3 **Permitted Improvements.** No Lot shall be improved except by a townhouse type dwelling unit with an appurtenant Patio Area and such other improvements as are necessary or customarily incident to a single family townhouse residence. The townhouse structure on a Lot shall be designed to accommodate no more than a single family and its occasional guests.

5.4 **Occupancy Limitations.** No townhouse structure on any Lot shall be continuously or permanently used or occupied by more than a single family, all related by blood, marriage or adoption, or by more than five persons if such persons are not related by blood, marriage or adoption.

5.5 **Minimum Floor Area.** The townhouse structure on a Lot shall have a minimum improved floor area of 1100 square feet, exclusive of basements, porches, patios and accessory structures.

5.6 **Height Limitations.** No townhouse structure and no other structure or above ground improvement on a Lot shall rise to a height greater than 26 feet unless approved in writing by the Architectural Control Committee.

5.7 **Set Back Requirements.** All improvements on a Lot, except landscaping and necessary crossings by access walks and underground utility lines, shall be set back, not less than 20 feet from the rear lot line and there shall be at least 15 feet between townhouse structures constructed on the lots. The townhouse structure on a Lot may have a side wall or share a party wall with an adjoining townhouse structure along the common lot line with an adjoining Lot.

5.8 **No Subdivision of Lots.** No Lot as defined herein may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership, nor may any easement, other than easements granted by Declarant, or other interest therein be conveyed by the Owner thereof except with the prior written approval of the Architectural Control Committee. Nothing herein contained shall prevent or require the approval of the Architectural Control Committee to the transfer or sale of any Lot to more than one person to be held by such persons as tenants in common or as joint tenants.

5.9 **Restriction on Fences.** No fence shall be constructed on a Lot unless approved by the Architectural Control Committee prior to commencement of construction, which approval shall be in writing. Approval shall be given by the Architectural Control Committee unless such fence (a) does not violate local zoning rules and regulations, and (b) does not exceed 6 feet in height, and (c) is constructed out of wood, being either cedar or redwood, and (d) is compatible with prior fences approved, if any, by the Committee. 8

5.10 **Restoration in the Event of Damage or Destruction.** In the event of damage or destruction to any improvements on any Lot, the Owner thereof shall cause the damage or destroyed improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Architectural Control Committee or, if approved by the Association, as evidenced by resolution of the Board of Directors of the Association shall cause the damaged or destroyed improvement to be demolished and the Lot to be suitably landscaped so as to present a pleasing and attractive appearance.

5.11 **Leasing of Lots by Owners.** Any lease by an Owner of a Lot shall be required to be in writing and shall provide and shall be deemed to provide: (a) that the terms of the lease shall be subject in all respects to the provisions of this Declaration, of the Articles of Incorporation and Bylaws of the Association and of rules and regulations adopted from time to time by the Association and (b) that any failure by the lessee to comply with the terms of such documents shall constitute a default under the Lease and (c) that no Lease shall be for a term of less than 30 days. Except as herein stated, there shall be no restriction on the right of any Owner to lease his Lot.

VI. CERTAIN EASEMENTS.

6.1 **Emergency Vehicle Access Easement.** An easement is granted over and across the Emergency Vehicle Access Easements as shown on the plat of Brentwood Estates Subdivision-Filing No. 1 to all police, fire protection, ambulance and all similar persons to enter on said easements in performance of their duties.

6.2 **Association Easements.** The Association shall have an easement over and across each Lot as may be necessary or appropriate to perform the duties and functions which the Association is obligated or permitted to perform under this Declaration, including for maintenance, repairs and upkeep of Exterior Surfaces and maintenance, repairs and upkeep of grass, trees, shrubs and landscaping and for the taking of action to prevent or cure any violation of the provisions of this Declaration with respect to a Lot or the Owner of a Lot.

6.3 **Easements for Access and Utilities.** Declarant, its successors and assigns (which shall include, for purposes hereof, any party acquiring an easement from, through or under Declarant), shall have an easement over, under and across that portion of any Common Area not occupied by a structure or improvements or any portion of Property owned by Declarant, for access to and from property owned by Declarant in the Brentwood Estates Townhomes Area and for the installation, operation, maintenance, repair, alteration inspection and replacement of utility lines, including, but not limited to, water lines, sewer lines, gas lines, telephone lines, television cable lines and equipment incidental thereto.

6.4 **Easements for Party Walls.** To the extent a party Wall exists along any Lot line between Lots, the Owners of each Lot shall have an easement over and across the adjoining Lot for the continued maintenance of such Party Wall.

6.5 Easements Shown on Recorded Plat. The recorded plat of Brentwood Estates Subdivision contains the grant of easements for sidewalk and signage purposes, gas mains and other utilities.

6.6 Easements for Encroachments. If any portion of an improvement on a Lot encroaches upon an adjoining Lot or adjoining Common Area whether as a result of construction, reconstruction, repair, shifting, settlement, movement or otherwise, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as such improvement exists. 9

6.7 Joint Driveway Easements.

- (a) Joint Driveway: A joint driveway shall mean any driveway designated as an Emergency Vehicle Access Easement on the recorded plat of Brentwood Estates Subdivision-Filing No. 1, which abuts the townhome constructed on a Lot.
- (b) All owners of Lots abutting a joint driveway as defined herein shall have mutual reciprocal easements over any portion of said driveway for maintenance of that portion of said driveway situate on each owners Lot.
- (c) Each Lot Owner not abutting Brentwood Drive shall have an easement for reasonable ingress and egress over the asphalt driveway (designated on the plat of Brentwood Estates Subdivision-Filing No. 1 as Emergency Vehicle Access Easements) adjacent to his or her Lot in order to gain access to said Brentwood Street.

VII. PARTY WALL PROVISIONS.

7.1 Party Walls. A "Party Wall" shall mean any common wall along any Lot line between Lots which constitutes a common wall of the townhouse structure constructed on either side of such Lot line.

7.2 Common Law Rules Apply. Except as otherwise specifically provided herein, the general rules of law applicable to Party Walls and of liability for damage arising from negligence or willful acts or omissions shall apply with respect to any Party Wall.

7.3 Sharing Repair, Maintenance and Restoration Costs. The costs and expenses of necessary and reasonable repair, maintenance or restoration of any portion of a Party Wall, including restoration in the event of damage or destruction due to fire or other casualty, shall be shared by the Owner of each Lot sharing the Party Wall in proportion to the use of the wall by each such Owner, without prejudice however, to the right of any such Owner to recover from the other such Owner under any rule of law with respect to liability for negligent or willful acts or omissions.

7.4 **Weatherproofing Exposed Wall.** In the event any portion of a Party Wall is exposed to the elements by reason of damage, destruction or demolition of one of the townhouse structures sharing such Party Wall, the Owner of the Lot on which such townhouse structure existed shall bear the whole cost of providing weatherproofing or other protection of the exposed portion of such Party Wall.

7.5 **Lien for Costs.** If an Owner shall fail, after a demand, to pay any costs and expenses with respect to a Party Wall to be borne by such Owner, then the Owner of the adjoining Lot sharing such Party Wall shall have a lien, from and after the time a notice of lien is recorded in the office of the Clerk and Recorder of Jefferson County, Colorado, against the Lot of the Owner who has failed to pay any such costs and expenses, for the full amount due and not paid, plus interest from the date of demand for payment at the rate of 12% per annum, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Colorado.

7.6 **Arbitration of Disputes.** In the event of any dispute with respect to a Party Wall or with respect to costs and expenses to be borne by an Owner with respect to a Party Wall, the dispute shall be resolved by arbitration in the manner hereinafter provided for arbitration of disputes under this Declaration.

VIII. FUNCTIONS AND POWERS OF ASSOCIATION.

8.1 **Purpose of Association.** The Association has or will be formed to further the common interests of Owners and to perform the functions required or permitted to be performed by the Association hereunder.

8.2 **General Obligations and Rights of Association.** The Association shall be obligated to do and shall have the right to do all things that are required of the Association under this Declaration including, without limitation, exterior maintenance, maintenance of landscaping, maintenance and operation of Common Areas, levying and collecting assessments and appointment of members of the Architectural Control Committee. In addition, the Association shall be permitted to do anything that may be necessary or desirable to keep and maintain the area subject to this Declaration as a safe, attractive and desirable area, subject to the rights of Owners under this Declaration.

8.3 **Acceptance of Property and Facilities.** The Association shall be obligated to accept title to property, transferred to the Association by Declarant including any Common Area, personal property used in connection therewith provided any such property is at that time annexed and subject to this Declaration and is transferred to the Association free and clear of liens and encumbrances other than easements, covenants, conditions, restrictions and equitable servitudes which do not materially affect the use and enjoyment of the property transferred to the Association.

8.4 **Maintenance and Operation of Property and Facilities.** The Association shall be obligated to provide the best and highest quality care, operation, management, maintenance, repair and replacement of all Property and all facilities transferred to or acquired by the Association. The Association shall not be required to retain title to, or to repair, maintain, or operate facilities after the facilities have been damaged, destroyed or become obsolescent or to replace any such facilities unless the Association determines that replacement is necessary or desirable for the benefit of Owners.

8.5 **Payment of Taxes and Assessments.** The Association shall be obligated to pay all taxes and assessments levied on any property or facilities transferred to or acquired and owned by the Association except taxes and assessments applicable to the period prior to transfer of such property or facilities which shall be prorated as of the time of such transfer and paid by Declarant. The Association may contest the validity or applicability of any such taxes, assessments or impositions so long as such contest does not jeopardize the title of the Association to any such property or facilities. //

8.6 **Casualty Insurance.** The Association shall be obligated to obtain and keep in full force and effect at all times casualty insurance with respect to all insurable improvements, personal property and equipment owned by the Association for the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief and, if available and if deemed appropriate by the Association, including flood, earthquake or war risk coverage.

The Association shall obtain and keep in effect, on behalf of all Owners, adequate blanket casualty and fire insurance, in such form as the Board of Directors deems appropriate, in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, with respect to the buildings, including structural portions and fixtures, owned by such Owners. Insurance premiums for such blanket insurance coverage and any other insurance premiums paid by the Association shall be an expense to be included in the Regular Assessments payable by Owners. Such insurance shall be written in the name of, and the proceeds to repair and replace buildings and other insured improvements of Owners which may be damaged by an insured casualty.

8.7 **Liability Insurance.** The Association shall be obligated to obtain and keep in full force and effect at all times broad form comprehensive liability insurance covering both public liability and, if the Association owns motor vehicles, motor vehicle liability, with limits of not less than \$1,000,000 for single limit liability.

8.8 **General Provisions Respecting Insurance.** Any insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. Any insurance obtained by the Association shall name the Association as the insured party and shall, to the extent reasonably possible without undue cost, cover each Owner without each Owner necessarily being specifically named. Any insurance obtained by the Association shall, to the extent reasonably possible without undue cost, contain a waiver of rights of subrogation as against the Association, Owners, Related Users and as against any officer, director, agent, or employee of any of the foregoing. Any insurance obtained by the Association shall, to the extent reasonably possible, and if Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant, in its capacity as Declarant, as an additional insured and contain a waiver of rights of subrogation as against Declarant. All casualty insurance policies shall be reviewed at least annually by the Board of Directors of the Association to ascertain whether coverage under the policies is sufficient to repair or replace property damaged or destroyed by insured casualty.

8.9 **Other Insurance or Bonds.** The Association shall be obligated to obtain such other insurance as may be required by law, including workmen's compensation insurance, and shall be permitted to obtain such other insurance and fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

8.10 Security Services. The Association may, if it deems it necessary or desirable, but shall not be obligated to, provide for police or security protection for any or all Property which may be subject to this Declaration.

8.11 Trash Removal. The Association may, if it deems necessary, desirable or more efficient and economical, but shall not be obligated to, provide for regular trash collection services for any or all Property subject to this Declaration. 12

8.12 Snow Removal. The Association may, if it deems it necessary, desirable or more efficient and economical, but shall not be obligated to, provide for snow removal from any or all Property subject to this Declaration or from any roads, streets or walks on or serving any Property subject to this Declaration.

8.13 Other Functions. The Association may, if it deems it necessary or desirable, but shall not be obligated to, undertake other functions for the benefit of any Property subject to this Declaration or of Owners and Related Users of Owners, including the providing or causing to be provided of bus, shuttle or other transportation service, mail delivery service, cable or other television service, liquified gas service or other utility service for any Property.

8.14 Special Assessments for Special Services. If the Association undertakes any functions or services which benefit some, but not all, Owners or benefit Owners disproportionately, the Association may assess the costs and expenses of such functions or services against the Owners benefited in reasonable proportion to the benefits received by such Owners, provided such Owners agree in advance to such functions or services and to payments of such costs and expenses.

8.15 Rules and Regulations. The Association shall be authorized to and shall have the power to adopt and enforce rules and regulations to regulate use of any and all Property subject to this Declaration. Any such rules and regulations shall be reasonable and uniformly applied and appropriate notice of such rules and regulations shall be given to all Owners. The Association may provide for enforcement of any such rules and regulations and each Owner shall be obligated to comply with such rules and regulations and to see that Related Users of such Owner comply with any such rules and regulations except that the Association shall not have the power to levy fines for breach of such rules and regulations by such Owner or by Related Users of such Owner.

8.16 Enforcement of Declaration. The Association shall be obligated to enforce the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration and shall be authorized to and shall have the power to take such action as the Association, by resolution of the Board of Directors, deems necessary or desirable to cause compliance with the provisions of this Declaration in the event an Owner or a Related User of an Owner fails to comply with any such provisions of this Declaration.

8.17 Collection of Compliance Expenditures. The Association may charge to any Owner any costs and expenses of the Association including reasonable attorney's fees incurred by the Association to prevent or cure any violation of the provisions of this Declaration by or on account of an Owner or a Related User of an Owner. Each Owner shall be obligated to pay to the Association any such amounts chargeable to such Owner.

8.18 General Powers. The Association shall have all ordinary powers and rights of a corporation not for profit, including the power and authority to hire and discharge employees, make and enter into contracts and to retain and pay for legal and accounting services.

IX. OPERATION OF ASSOCIATION.

9.1 Membership in Association. There shall be one Membership in the Association for each Lot, which Membership shall be appurtenant to the fee simple title to such Lot. The party or parties who constitute the Owner of a Lot shall automatically be the holder of the Membership appurtenant to that Lot and a Member of the Association and the Membership for that Lot shall automatically pass with the fee simple title to that Lot. Declarant shall be deemed to hold a Membership with respect to each Lot owned by Declarant.

9.2 Voting Rights. Each Owner as a Member shall have one vote for each Membership in the Association held by such Owner except that Declarant shall have certain special voting rights as hereinafter provided.

9.3 Declarant's Special Voting Rights. Notwithstanding any provisions contained in the Articles of Incorporation, Bylaws of the Association or elsewhere herein, the Declarant, its successors in interest and assigns, shall retain and exercise all the duties, powers and functions of the Board of Directors of the Association until June 30, 1984, or until all the townhome units are sold, whichever first occurs. Upon the occurrence of either of the foregoing events, Declarant shall, by written notice (30 days in advance of the meeting to be held for that purpose) notify all owners of a meeting for the election of a Board of Directors. At such election and any other election provided for in the Articles of Incorporation, Bylaws of the Association, each Owner shall be entitled to the number of votes designated therein. Such meeting shall constitute the initial and organizational meeting of the Association at which time a Board of Directors shall be elected to serve until the next regular election or annual meeting as provided in the Articles of Incorporation and Bylaws of the Association. From such election, elected Board of Directors in the Association shall be charged with all the responsibilities in the Association as herein provided.

9.4 Special Approval of Certain Assessments. Capital Assessments and Supplementary Assessments, as hereinafter defined in this Declaration, and any increase in the annual Regular Assessment, as hereinafter defined, above the maximum percentage increase hereinafter provided in this Declaration, shall require the approval of 2/3 of the votes of Members of the Association who are present and voting, in person or by proxy, at a meeting of Members and, except for so long as Declarant has the special voting rights hereinabove provided under paragraph 9.3 of this Declaration, shall require approval of 2/3 of the votes of Members of the Association, other than Declarant, who are present and voting, in person or by proxy, at such meeting, voting as a class, and the approval of 2/3 of the votes of Declarant, voting as a class. As to any such action, written notice of the meeting of Members shall be given to all Members not less than 10 days nor more than 50 days before the date of the meeting, which notice shall state the purpose of the meeting. At the meeting, the presence, in person or by proxy, of Members entitled to cast at least 60% of the votes of all Members, other than Declarant, shall be required to constitute a quorum. If the required quorum is not present at such meeting, another meeting may be called, subject to the same notice requirement, and the presence, in person or by proxy, of Members entitled to cast at least 30% of the votes of all Members, other than Declarant, shall be required to constitute a quorum. No such subsequent meeting shall be held more than 60 days following the first such meeting.

9.5 Special Approval of Certain Annexations.

Dedications, Mortgages, Mergers and Dissolution. Any (a) annexation of additional real property lying outside the Brentwood Estates Townhomes Area, (b) dedication or transfer of all or any portion of Common Area to a public or governmental agency, authority or utility (other than to grant easements for utilities or for similar or related purposes), (c) mortgage, pledge, deed of trust or hypothecation of any or all of the real or personal property of the Association as security for money borrowed or debts incurred by the Association, (d) merger of consolidation of the Association with any other corporation, and (e) dissolution of the Association, shall require the approval of 2/3 of the votes of all Members of the Association and, for as long as Declarant has the special voting rights hereinabove provided in this Declaration, the approval of 2/3 of the votes of all Members, other than Declarant, voting as a class, and the approval of 2/3 of the votes of Declarant, voting as a class. Such approval, in the case of any dedication or transfer of Common Area, shall also require the execution of a written instrument by the required percentage of members and the recording of the same in the records in the office of the Clerk and Recorder of Jefferson County, Colorado.

9.6 Special Approval of Amendments of Declaration and of Articles of Incorporation. Any (a) amendment to this Declaration, including any termination of this Declaration, Association shall require the approval of 75% of all Members of the Association and, except for so long as Declarant has the special voting rights hereinabove provided in this Declaration, the approval of 75% of the votes of all Members, other than Declarant, voting as a class, and the approval of 75% of the votes of Declarant, voting as a class. Such approval, in the case of any amendment to the Declaration, shall also require the execution of a written instrument by the required percentage of Members and the recording of the same in the records in the office of the Clerk and Recorder of Jefferson County, Colorado, unless the amendment is merely a minor, technical or clarifying amendment, made within five years after the date of recording of this Declaration.

9.7 Special Approvals by First Mortgagees. Any material amendment to this Declaration shall require the approval of 51% of the holders of first mortgages and first deed of trust on Lots. For the purpose of this declaration "material" shall be deemed to include, but not limited to, the following: any dedication, transfer, release, hypothecation, or encumbrance of a Common Area (other than to grant easements for utilities and similar or related purposes); voting; assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the common areas; insurance or Fidelity Bonds; rights to use of the common areas; responsibility for maintenance and repair of the several portions of the project; expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project; boundaries of any unit; the interests in the general or limited common areas; convertibility of units into common areas or of common areas into units; leasing of units; imposition of any right of first refusal or similar restriction on the right of an owner to sell, transfer, or otherwise convey his or her lot; any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on the lots.

9.8 Voting by Joint Owners. The vote for each Regular Membership shall be cast, if at all, as a unit and fractional votes shall not be permitted. Unless title to a Lot is held by a single natural person, the party or parties who constitute the Owner of that Lot shall designate a single natural person to cast the vote of the Membership appurtenant to that Lot and shall advise the Association in writing of the name of the person to cast the vote. Only the person so designated shall be entitled to cast the vote and if such person does not cast the vote or no such person is designated, the vote shall not be cast or counted.

9.9 Board of Directors. The affairs of the Association shall be managed by a Board of Directors as provided in the Articles of Incorporation of the Association. the Board of Directors may, by resolution, delegate any portion of its authority to an executive committee, to anyone or more directors or to an officer or executive manager of the Association, but such delegation of authority shall not relieve the Board of Directors of the responsibility for the proper and lawful exercise of such authority. 15

9.10 Action by Association. Action by or on behalf of the Association may be taken by any officer or executive manager of the Association duly authorized by resolution of the Board of Directors or by the Articles of Incorporation or Bylaws of the Association, the Colorado Non-Profit Corporation Act or by general common law rules of law.

9.11 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association shall include provisions with respect to corporate affairs, including provisions with respect to notices, record dates and quorums for meetings of directors and Members but no provision of the Articles of Incorporation or Bylaws of the Association shall be inconsistent with this Declaration. In case of conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, the Declaration shall control and, the Articles shall control. The Articles of Incorporation and Bylaws of the Association, in their original form, are attached to this Declaration, but are subject to amendment as therein provided.

9.12 Special Rights of First Mortgages. Any holder of a first mortgage or first deed of trust on any Lot who makes written request to the Association shall be entitled to (a) inspect the books and records of the Association during normal business hours; (b) receive a copy of financial statements of the Association including any annual audited financial statement within 90 days following the end of any fiscal year of the Association; (c) receive written notice of meetings of Members of the Association; (d) designate a representative to attend any meeting of Members of the Association; (e) written notice of any proposed abandonment or any proposed termination of the Association or of the plan contemplated under this Declaration; (f) written notice of any proposed material amendment to this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association; (g) any proposal by the Association to terminate professional management and assume self-management of the property and affairs of the Association.

9.13 Management Agreements. Each Management Agreement or contract by the Association with a manager or managing agent made during any period when Declarant controls the Association shall be terminable by the Association at any time after termination of control of the Association by Declarant with at least 30 days written notice to the Association. The provisions of this section of the Declaration shall be set forth, verbatim, in each management agreement or contract entered into during the period when the Declarant controls the Association. "Control of the Association" shall mean any period during which Declarant has 50% or more of the voting power in the Association.

X. ASSESSMENTS AND OTHER AMOUNTS PAYABLE.

10.1 Purpose of Assessments. The Association shall have the power to levy assessments, as hereinafter provided for the purpose of defraying the costs and expenses of the Association in performing the functions which the Association is obligated or permitted to perform under this Declaration. Funds received by the Association from assessments shall be used solely for such purposes and to promote the recreation, health, safety and welfare of occupants and users of any property which may be subject to this Declaration and for the operation, maintenance, repair and improvement of property owned by the Association.

10.2 Obligation to Pay Assessments. Each Owner, as the holder of a Membership, shall be obligated to pay assessments levied by the Association as hereinafter provided. Non-use or waiver

of the right of use of any Association owned property or facility shall not affect the obligation of an Owner to pay such assessments.

10.3 Regular Assessments. "Regular Assessments" shall mean assessments levied by the Association to provide funds required under the annual budget of the Association. 16

10.4 Budgets for Regular Assessments. The Board of Directors of the Association shall determine, annually, at least 30 days prior to the commencement of each calendar year, the total amount required to be raised by Regular Assessments and the amount of the Regular Assessment per Lot, based upon a budget to be approved by the Board of Directors showing, in reasonable detail, the various matters proposed to be covered by the budget to be approved by the Board of Directors showing, in reasonable detail, the various matters proposed to be covered by the budget and the estimated costs and expenses thereof. The budget may include an amount deemed necessary or desirable by the Board of Directors as a contingency or replacement reserve. Copies of the budget shall be made available to Owners at the annual meeting of members of the Association and a copy of the budget shall be furnished to any Owner requesting a copy of the same. In the event the Board of Directors of the Association fails to approve a budget or determine the total amount required to be raised by Regular Assessments prior to the commencement of a calendar year, the total amount required to be raised by Regular Assessments for the next calendar year and the amount of the Regular Assessment per Lot, shall be deemed, until a budget is approved and the total amount of Regular Assessments for the ensuing calendar year is determined, the amount of Regular Assessments for the preceding calendar year.

10.5 Capital Assessments. "Capital Assessments" shall mean any assessment levied by the Association in any assessment year which is levied for the purpose of defraying the costs of acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Property owned by the Association, including fixtures and personal property.

10.6 Supplementary Assessment. "Supplementary Assessment" shall mean any assessment levied by the Association in any calendar year to defray a deficit or estimated deficit because of a deficiency in funds received through Regular Assessments.

10.7 Member Approval of Capital and Supplementary Assessments. No Capital or Supplementary Assessment shall be levied by the Association without the special approvals prescribed in the Sections of this Declaration setting forth requirements for special approvals of such assessments.

10.8 Capital Reserve Fund. All funds derived by the Association from Capital Assessments or from that portion of Regular Assessments and Supplementary Assessments levied for purposes of establishing a capital replacement or capital expenditure reserve shall be deposited by the Association in a separate bank account as a capital reserve fund and such funds shall be withdrawn and utilized only for capital replacements and capital expenditure and not for ordinary operating or other expenses of the Association.

10.9 Apportionment of Assessment. The amount of any Regular Assessments, Capital Assessments or Supplementary Assessment levied on any Lot shall be based on the total number of Lots subject to assessment.

10.10 Assessments for Unsold Lots. Declarant, for so long as Declarant retains title to a Lot, whether improved or unimproved, and provided the Lot is not used or occupied for residential living purposes, shall only be obligated to pay, with

respect to each such Lot, 25% of the amount of the Regular Assessment, or any Capital Assessment or Supplementary Assessment levied per Lot but if the total of assessments levied by the Association is insufficient to adequately meet the actual expenses of the Association, Declarant shall be obligated to pay additional amounts for each Lot owned by Declarant sufficient to provide the Association with the funds necessary to meet the expenses of the Association, but not in excess of the amount of the assessment per Lot levied on Lots other than Lots owned by Declarant. 17

10.11 **Maximum Amount of Regular Assessments.** Until June 30, 1984, the Regular Assessment, on an annual basis, shall not exceed \$45.00 per Lot.

The annual Regular Assessment for each year after June 30, 1984 may be increased above the annual Regular Assessment for the previous year, without a special vote of Members, by the maximum percentage increase specified hereinafter.

The maximum percentage increase in the annual Regular Assessment for any year, without, a special vote of Members, shall be the greater of (a) 5% or (b) the percentage increase in the Consumer Price Index from the Consumer Price Index during the 12 months ending in October of the year preceding the year for which Regular Assessments are to be determined. The Consumer Price Index to be utilized shall be the Consumer Price Index, All Items, All Urban Consumers, Denver Area (1978 equals 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor or, if the same is not published, any comparable index published by a generally recognized and accepted governmental agency.

The Association shall not be obligated to levy assessments in the maximum amount of Regular Assessments or to increase assessments by the maximum percentage increase.

10.12 **Member Approval of Additional Increases.** No increase in the maximum annual Regular Assessment for any year above the maximum percentage increase specified hereinabove shall be made without the special approvals prescribed in the Section of this Declaration setting forth requirements for special approval of certain assessments.

10.13 **Time of Commencement of Regular Assessments.** Payment of Regular Assessments shall commence as to any Lots on the first day of the month following the date of the first conveyance of a Lot which is annexed to and made subject to this Declaration at the same time and in the same instrument as such Lots. The amount of the annual Regular Assessment as to a Lot for the first calendar year the Lot is subject to assessment shall be prorated according to the number of months remaining in the calendar year from and after the date such Lot becomes subject to assessment.

10.14 **Time for Payments.** The Board of Directors of the Association shall determine the time or times for payment of Regular Assessments, Capital Assessments and Supplementary Assessments subject to the following. Regular Assessments shall be payable in installments no more frequently than monthly and no less frequently than quarterly. Capital Assessments and Supplementary Assessments shall be payable at such time or over such period of time as the Board of Directors may determine, provided that no such assessment shall be payable sooner than 30 days after notice of the assessment has been given to Owners. Written notice of the amount of any assessment levied with respect to a Lot and of the time or times for payment of the assessment shall be given, at the time the assessment is levied, to each Owner. Each Owner shall be obligated to pay the assessment on the due dates thereof specified in such notice without further notice or billing.

10.15 Interest or Late Charge on Past Due Assessments. In the event any assessment is not paid when due, as specified in the notice given at the time of levy of the assessment, the amount not paid when due shall bear interest at the rate of 12% per annum from the date such assessment was due and payable or, at the option of the Association, a late charge of \$5 shall be payable with respect to any assessment which is not paid when such assessment was due and payable. 18

10.16 Lien for Assessments and Other Amounts. The Association shall have a lien against each Lot to secure the payment of any assessment levied against such Lot and for the payment of any other amount payable to the Association by the Owner of such Lot, including any expenditures by the Association to prevent or cure any violation of the provisions of this Declaration with respect to the Lot or the Owner of the Lot or a Related User of the Owner of the Lot, together with interest thereon at the rate of 12% per annum, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien shall attach to a Lot at the time of levy of any assessment or payment of any expenditure by the Association to cause compliance with any provision of this Declaration and may be foreclosed in the manner for foreclosure of mortgages in the State of Colorado.

10.17 Subordination of Lien to First Mortgages. The amount of any assessment or other amount payable with respect to any Lot, any Owner, or any Related User of such Owner shall be a personal obligation to the Association of such Owner and such Owner's heirs, personal representatives, successors and assigns. Any such amount, together with interest thereon, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same. A party acquiring title to a Lot shall not be personally liable for amounts which had accrued and were payable prior to the time of the acquisition of title to the Lot by such party unless such party expressly assumes such liability but, except as hereinafter provided with respect to a sale or transfer pursuant to foreclosure or deed in lieu of foreclosure of a first mortgage or first deed of trust, or termination of an executory land sales contract, the Lot shall be acquired subject to the lien of the Association for any such amounts.

10.18 Subordination of Lien to First Mortgages. The lien of the Association on any Lot for any assessments or other amounts payable, including any expenditure to prevent or cure any violation of this Declaration, shall be junior and subordinate to the lien of any first mortgage or first deed of trust encumbering the Lot which is taken in good faith and for value and perfected by recording in the office of the Clerk and Recorder of Jefferson County, Colorado prior to the time the assessment or the amount becomes due and a notice of the lien is recorded by the Association in said office, describing the Lot.

The acquisition of title to any Lot as a result of sale or transfer pursuant to foreclosure or deed in lieu of foreclosure of any such first mortgage or first deed of trust or as a result of cancellation, forfeiture or termination of any such executory land sales contract shall extinguish the lien of the Association on such Lot for any assessments or other amounts payable which became due prior to such acquisition of title.

No such acquisition of title shall relieve the Lot from liability for any assessment or other amounts payable which become due after such acquisition of title, nor from the lien of the Association therefore.

10.19 Subordination of Homestead Rights. The lien of the Association on any Lot for any assessments or other amounts payable, including any expenditure to prevent or cure any violation of any provision of this Declaration, shall be superior to any homestead exemption now or hereafter provided by Colorado law. The acceptance of a deed to a Lot by an Owner shall constitute a waiver of any such homestead exemption of such Owner as against such lien of the Association. 19

10.20 Estoppel Certificates. Upon the payment of such reasonable fee as may be determined from time to time by the Association, and upon the written request of any Owner or any person with, or intending to acquire, any right, title or interest in a Lot, the Association shall furnish a written statement setting forth the amount of any assessments or other amounts, if any, due and accrued and then unpaid with respect to such Lot and setting forth the amount of any assessments levied against such Lot which are not yet due and payable, which statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have then been levied.

XI. APPROVAL OF CHANGE TO PROPERTY.

11.1 Approval of Changes to Property. The approval of the Architectural Control Committee shall be required for any change to Property, except as provided with respect to changes by Declarant in Section 4.22 of this Declaration exempting Declarant from the requirements for such approval for certain activities and improvements on Property owned by Declarant.

11.2 Changes to Property Defined. A "Change to Property" shall mean and include, without limitation: (a) the demolition or destruction, by a voluntary action, of any building, structure or other improvement; (b) the excavation, filling or similar disturbance of the surface of land including, without limitation, change of grade, ground level or drainage pattern; (c) landscaping or the planting, clearing or removing of trees, shrubs, grass or plants; and (d) any change or alteration to Property including, without limitation, any change of color, texture or exterior appearance of any previously approved Change to Property.

11.3 Procedures for Approval. Prior to commencement of work to accomplish a proposed Change to Property, the party proposing to make such Change to Property shall contact the Architectural Control Committee and shall submit to the Architectural Control Committee such descriptions, surveys, plot plans, floor plans, drainage plans, elevation drawings, samples of materials and colors, construction plans and specifications as the Architectural Control Committee shall reasonably request, in such detail as the Architectural Control Committee shall reasonably request.

11.4 Criteria for Approval. The Architectural Control Committee shall approve or disapprove any Change to Property with the following objectives in mind: (a) to carry out the general purposes expressed in this Declaration; (b) to prevent violation of any specific provision of this Declaration or any Supplemental Declaration; (c) to prevent any change which would be unsafe or hazardous to any persons or Property; (d) to assure that the change will not be unreasonably detrimental to the appearance of the area in which the change is to be made and will be in harmony with the area and structures therein; (e) to assure that any change will be of good and attractive design; (f) to assure that materials and workmanship shall be of a quality comparable to other improvements in the area;

and (g) to assure that any change will require as little maintenance as possible. The Architectural Control Committee may, but shall not be required, to prepare written standards or guidelines expressing more detailed requirements and criteria for approval of Changes to Property. All objectives, criteria and requirements shall be uniformly applied. 20

11.5 Appeal to Association Board. If the Architectural Control Committee denies or refuses approval of a Change to Property, the party proposing such change may appeal to the Board of Directors of the Association by giving written notice of such appeal to the Association and the Architectural Control Committee within 20 days after such denial or refusal. The Board of Directors of the Association shall hear the appeal with reasonable promptness after reasonable notice of such hearing to the party making the appeal and the Architectural Control Committee and shall decide, with reasonable promptness, whether or not the Change to Property should be approved. The decision of the Board of Directors of the Association shall be final and binding on all parties.

11.6 Granting of Approval. No approval of a Change of Property shall be deemed to have been made by the Architectural Control Committee or the Board of Directors of the Association unless the approval is in writing, provided that approval shall be deemed given if the Architectural Control Committee fails to approve or disapprove the proposed Change or to make additional requirements or request additional information within 30 days after an adequate description of the proposed Change has been furnished together with a specific written request for such approval.

11.7 Prosecution of Work After Approval. After approval of any proposed Change to Property, the proposed Change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed Change and any materials in connection with the proposed Change submitted to the Architectural Control Committee. Failure to complete the Change to Property within year after the date of approve, or to complete the Change strictly in accordance with such description and materials, shall operate automatically to revoke the approval of the proposed Change and, upon demand of the Architectural Control Committee or the Association, the Property shall be restored as nearly as possible to its state prior to any work in connection with the proposed Change.

11.8 Inspection After Completion. The Architectural Control Committee or the Association shall have the right, but not the obligation, to inspect any Change to Property after completion thereof.

11.9 Notice of Nonapproval. The Architectural Control Committee or the Association shall have the right to record a notice to show that any particular Change to Property has not been approved, or that any approval given has been revoked or that any Change to Property has not been completed in strict accordance with the description thereof and materials in connection therewith submitted to and approved by the Architectural Control Committee.

11.10 Estoppel Certificate. The Association shall, upon the reasonable request of any interested person and after confirming any necessary facts with the Architectural Control Committee, furnish a certificate with respect to approval or disapproval of any Change to Property or with respect to whether any Change to Property was completed strictly in accordance with the description and materials submitted to and approved by the Architectural Control Committee or the Board of Directors of the Association and any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

XII. ARCHITECTURAL CONTROL COMMITTEE.

12.1 Powers of Committee. The Architectural Control Committee shall have the right and power to approve or disapprove Changes to Property as hereinabove specified, to grant variances as hereinafter provided and to grant consents or approval with respect to signs, exterior lighting and other matters as elsewhere set forth in the Declaration. 21

12.2 Membership of Committee. The Architectural Control Committee shall consist of 3 members. Declarant shall have the right to appoint and remove members of the Architectural Control Committee at any time that Declarant is the owner of at least 25% of the Lots then subject to this Declaration. At all other times, the Association shall have the right to appoint and remove all members of the Architectural Control Committee.

12.3 Action by Committee. The vote or written consent of any two members shall constitute action of the Architectural Control Committee. The Architectural Control Committee shall report in writing to the Association all final action of the Architectural Control Committee and the Association shall keep a permanent record of such reported action.

12.4 Costs and Compensation of Committee. Members of the Architectural Control Committee shall receive no compensation for their services. The Association shall be obligated to pay the actual and reasonable costs and expenses incurred by the Architectural Control Committee.

12.5 No Liability of Committee. No member of the Architectural Control Committee shall be liable to any party for any loss, damage or injury arising out of or in any way connected with the action of failure to act by such member as a member of the Architectural Control Committee unless due to willful misconduct or bad faith. In reviewing any matter, the Architectural Control Committee shall not be responsible for review for any Change to Property for structural safety or conformance with applicable building codes and other laws and regulations.

12.6 No Estoppel Shall Exist. No action or failure to act by the Architectural Control Committee shall constitute an estoppel with respect to future action by the Architectural Control Committee.

12.7 Power to Grant Variances. The Architectural Control Committee may authorize variances from compliance with any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration or any Supplemental Declaration when circumstances such as topography, natural obstructions or hardship may require. Such variances must be evidenced in writing. If such variances are granted, no violation of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration or any Supplemental Declaration for any purpose except as to the particular Property and the particular provision covered by the variance.

XIII. MISCELLANEOUS.

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13.1 Duration of Declaration. The provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration shall continue and remain in full force and effect until December 31, 1999 and thereafter for successive periods of ten years each unless, at least one year prior to December 31, 1999, or at least one year prior to the expiration of any such ten year period of extended duration, this Declaration is terminated in accordance with the section of this Declaration prescribing the requirements for special approvals of amendments to this Declaration. Notwithstanding the foregoing, each provision, covenant, condition, restriction or equitable servitude contained in this declaration which is subject to the laws or rules sometimes referred to as the rules against perpetuities or the rules prohibiting unreasonable restraints on alienation shall terminate 21 years following the death of the survivor of Gary Hart and Richard Lamm and the now living children of said persons or when this Declaration is terminated as hereinabove provided, whichever first occurs.

13.2 Amendment of Declaration. Any provision, easement, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, modified or repealed and additional provisions, covenants, conditions restrictions or equitable servitudes may be added to this Declaration but only with the special approvals prescribed in the Sections of this Declaration setting forth requirements for special approvals of amendments to this Declaration.

13.3 Effect of Provisions of Declaration. Each provision of this Declaration, and an agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of any acceptance of any right, title or interest in Property, be deemed accepted, ratified, adopted and declared as a personal covenant of the owner of such Property and, as a personal covenant, shall be binding on such owner and such owner's heirs, personal representatives, successors and assigns and, as a personal covenant, shall be deemed a personal covenant to, with and for the benefit of Declarant, the Association and each Owner; (c) shall be deemed a real covenant by Declarant, for itself, and Declarant's successors and assigns (which shall include, for purposes hereof, any party acquiring any right, title or interest in any Property made subject to this Declaration), and also as an equitable servitude, running, in each case, as a burden with and upon the title to the Property made subject to this Declaration and, as a real covenant and equitable servitude, shall be deemed a covenant and servitude for the benefit of any real Property now or hereafter subject to this Declaration; and (d) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each parcel of Property made subject to this Declaration which lien, with respect to any such Property, shall be deemed a lien in favor of Declarant, the Association, and each Owner, jointly and severally.

13.4 Enforcement of Declaration. Each provision, covenant, condition, restriction or equitable servitude contained in this Declaration: (a) shall, if with respect to the Association or Property of the Association, be enforceable by Declarant or by any Owner by proceeding for a prohibitive or mandatory injunction or by an action for damages; (b) shall, if with respect to an Owner (including Declarant), a Related User of an Owner or the Lot of an Owner, be

enforceable by Declarant, by the Association or by any Owner and Related Users of such Owner from the use and enjoyment of any Property or facilities owned and from the use and enjoyment of any functions or services performed by the Association except such Owners or Related Users right of access to and from the Lot of such Owner. If court proceedings are instituted in connection with the rights of enforcement and remedies herein provided, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees. 23

13.5 **Arbitration of Disputes.** Any question, controversy, dispute or matter of interpretation arising under this Declaration or any Supplemental Declaration may, if the parties thereto consent, or shall, if relating to a Party Wall, be determined by arbitration.

In the event of any arbitration relating to a party wall or any arbitration by consent, the following provisions shall be applicable. A written notice of controversy shall be filed with the Association. The Board of Directors of the Association shall appoint three of its members, none of whom shall be a party to the dispute, as a board of arbitration. The matter shall be heard by the board of arbitration within 60 days after receipt of the notice of controversy by the Association and a decision in the arbitration shall be rendered by the board of arbitration within 30 days thereafter. A decision of the majority of the board of arbitration shall be binding and conclusive on all parties.

13.6 **Protection of Encumbrances.** No violation or breach of, or failure to comply with, any provision of this Declaration or any Supplemental Declaration ("Violation"), and no action to enforce any such provision, shall affect, defeat, render invalid or impair the lien of any first mortgage or first deed of trust on any Property taken in good faith and for value and perfected by recording in the office of the Clerk and Recorder of Jefferson County, Colorado, prior to the time of recording in said office of an instrument describing such Property and giving notice of such Violation; nor shall such Violation or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such first mortgage or first deed of trust or the title or interest acquired by any purchaser upon foreclosure or deed in lieu of foreclosure of any such first mortgage or first deed of trust or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser on foreclosure shall, however, take subject to this Declaration and any applicable Supplemental Declaration except only that Violations which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed Violations hereof with respect to such purchaser and such purchaser's heirs, personal representatives, successors or assigns.

13.7 **Special Approvals by FHA and VA.** During any period that Declarant has the special voting rights provided in this Declaration, any dedication or transfer of all or any portion of Common Area to a public or governmental agency, authority or utility (other than to grant easements for utilities or similar or related purposes), any mortgage, pledge, deed of trust or hypothecation of any or all of the real or personal property of the Association as security for money borrowed or debts incurred by the Association, any merger or consolidation of the Association with any other corporation, any dissolution of the Association, any amendments to the Articles of Incorporation or Bylaws of the association, and any amendments to this Declaration, including any termination of this Declaration, shall require the prior consent of the Federal Housing Administration and the Veterans Administration, whether or not the Federal Housing Administration or the Veterans Administration have insured or guaranteed any loan to an Owner secured by an encumbrance on a Lot on the Brentwood Estates Townhomes Area.

13.8 Condemnation. If all or any part of the Common Area as defined herein is taken or condemned, any condemnation award shall be apportioned among the Lot owners on a pro rata basis according to the total number of Lots subject to assessment.

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13.9 Limitation on Liability. The Association, the Board of Directors of the Association, the Architectural Control Committee and any member, agent or employee of any of the same shall not be liable to any party for any action or for any failure to act if the action taken or failure to act was not negligent and was in good faith and without malice.

13.10 Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes of this Declaration and any such Supplemental Declaration.

13.11 Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

13.12 No Waiver. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

13.13 Captions for Convenience. The headings and captions in this instrument are for convenience only and shall not be considered in construing any of the provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

TIDBALL CUSTOM HOMES, INC.

BY: Vernon Tidball
Vernon Tidball, President

ATTEST:

BY: Toshiyuki T. Uchida
Secretary

Vernon Tidball
Vernon Tidball

Toshiyuki T. Uchida
Toshiyuki T. Uchida

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me this 1st day of July, 1983 by Vernon Tidball and Toshiyuki T. Uchida, and Vernon Tidball as President and Toshiyuki T. Uchida as Secretary of Tidball Custom Homes, Inc.
Witness my hand and official seal.

Donald

WALKERS AND COMPANY
7200 E. ASPEN BLVD. STE. 100
ENGLEWOOD, COLORADO 80112
(303) 744-1111 or 744-8371

My Commission expires
Nov 24, 1984

83062424

EXHIBIT A

25

All of the hereinafter described property consisting of Lots 1 through 14, inclusive, Block 1, Brentwood Estates Subdivision Filing No. 1, described as follows:

A tract of land located in the southwest one-quarter of Section 2. Township 4 South, Range 69 West of the Sixth Principal Meridian, County of Jefferson, State of Colorado, more particularly described as follows:

Commencing at the southwest corner of said Section 2; Thence east along the south line of the southwest one-quarter of said Section 2, a distance of 206.25 feet; Thence northerly on a deflection angle to the left of 89 degrees 05 minutes 45 seconds a distance of 40.00 feet to the true point of beginning; Thence continuing north and parallel with the west line of the southwest one-quarter of said Section 2, a distance of 1016.00 feet; Thence easterly on a deflection angle to the right of 89 degrees 05 minutes 45 seconds and parallel with the south line of the southwest one-quarter of said Section 2, a distance of 206.25 feet; Thence southerly on a deflection angle to the right of 90 degrees 34 minutes 15 seconds and parallel with the west line of the southwest one-quarter of said Section 2, a distance of 1016.00 feet to a point 40.00 feet north of the south line of said southwest one-quarter of said Section 2, a distance of 206.25 feet to the true point of beginning and containing 4.810 acres, more or less.

83062424

EXHIBIT B

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Brentwood Estates Subdivision
Filing No. 1

Lots as described in the Declaration of Covenants, Conditions and Restrictions for Brentwood Estates Townhomes Planned Development - Map Recorded at Reception No. 80088787, Jefferson County, Colorado Records.

Lot No.	Street Address
Lot 1A	677 Brentwood Street
Lot 1B	675 Brentwood Street
Lot 2A	673 Brentwood Street
Lot 2B	671 Brentwood Street
Lot 3A	667 Brentwood Street
Lot 3B	665 Brentwood Street
Lot 4A	663 Brentwood Street
Lot 4B	661 Brentwood Street
Lot 5A	657 Brentwood Street
Lot 5B	655 Brentwood Street
Lot 6A	653 Brentwood Street
Lot 6B	651 Brentwood Street
Lot 7A	647 Brentwood Street
Lot 7B	645 Brentwood Street
Lot 8A	643 Brentwood Street
Lot 8B	641 Brentwood Street
Lot 9A	637 Brentwood Street
Lot 9B	635 Brentwood Street
Lot 10A	627 Brentwood Street
Lot 10B	631 Brentwood Street
Lot 11A	627 Brentwood Street
Lot 11B	625 Brentwood Street
Lot 12A	623 Brentwood Street
Lot 12B	621 Brentwood Street
Lot 13A	615 Brentwood Street
Lot 13B	613 Brentwood Street
Lot 14A	609 Brentwood Street
Lot 14B	605 Brentwood Street

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
BRENTWOOD ESTATES TOWNHOMES,
PLANNED DEVELOPMENT
LAKEWOOD, COLORADO

THIS AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR BRENTWOOD ESTATES TOWNHOMES, PLANNED DEVELOPMENT LAKEWOOD, COLORADO (hereafter "Amendment to Declaration") is made as of January 8, 2015.

RECITALS

A. A particular Declaration of Covenants, Conditions and Restrictions for Brentwood Estates Townhomes, Planned Development Lakewood, Colorado was recorded on July 6, 1983 at Reception No. 83062424 in the office of the Clerk and Recorder of Jefferson County, Colorado ("Original Declaration"); and

B. Section 9.6 of the Original Declaration provides that the Owners may amend the Original Declaration by approval of 75% of all Members of the Association; and

C. Section 9.7 of the Original Declaration provides that 51% of the holders of first mortgages and first deeds of trust on Lots must approve any material amendment to the Original Declaration if the amendment affects responsibility for maintenance and repair of the several portions of the project; and

D. Pursuant to Colorado Revised Statutes Section 38-33.3-217(1), any provision in a common interest community declaration that purports to require the affirmative vote or agreement of more than sixty-seven percent (67%) of the members to whom the votes are allocated is void as contrary to public policy and any such provision shall be deemed to specify a percentage of sixty-seven percent (67%); and

E. Owners to whom sixty-seven percent (67%) of the votes in the Association are allocated desire to amend and restate the Original Declaration as provided herein; and

F. The amendments contained herein are intended to clarify maintenance, repair and replacement responsibilities of improvements on the Lots, but are not intended to materially modify the provisions of the Original Declaration with respect to such responsibilities.

NOW THEREFORE, the Original Declaration is amended as set forth below.

1. Section 4.2 of the Original Declaration is hereby deleted in its entirety and the following is substituted therefor:

4.2 Maintenance of Exteriors. Responsibility for maintenance, repair and replacement of the exteriors of the improvements on the Lots shall be allocated between the Association and Owners in accordance with Exhibit A attached to this Amendment to Declaration, which is incorporated herein as if set forth in full. The provisions of Exhibit A shall supersede any contrary provisions of the Declaration. To the extent not expressly required to be performed by the Association in Exhibit A or otherwise in the Declaration, Owners shall be responsible for cleaning, maintenance, repair and replacement of all portions of their Lot, including the improvements located on or under the Lot. No Owner shall have the right to modify, remove or add to the exterior of the improvements on any Lot without first obtaining all necessary approvals of the Architectural Control Committee as provided in Article XI of the Declaration. The Association and all Owners shall carry out their responsibilities so as to present, at all times, a pleasing and attractive appearance. The nature and type of any painting or refinishing, including the color thereof, shall be within the sole discretion of the Association. Cleaning, maintenance, repairs and replacements as set forth in Exhibit A shall be performed at the expense of the responsible party, except that if the Association is required to incur costs and expenses of cleaning, maintenance, repair or replacement due to the willful or negligent acts or failure to act of an Owner or a Related User of an Owner, the amounts incurred shall be payable by such Owner to the Association, secured by a lien as provided in the Declaration.

2. All maintenance, repair and replacement responsibilities accorded to the Association are null and void unless the Owner reports damage to the Association-covered item in writing to the Board or the Association's manager within six (6) months of the date the Owner knew or should have known of damage to the item.

3. Except as modified herein, the Original Declaration shall continue in full force and effect.

In Witness Whereof the undersigned certifies that the above and foregoing Amendment to Declaration of Covenants Conditions and Restrictions for Brentwood Estates Townhomes, Planned Development Lakewood was approved by Owners to whom sixty-seven percent (67%) of the votes in the Association are allocated, and evidence of such approvals is attached to this Amendment to Declaration.

[Remainder of Page Intentionally Left Blank – Signatures on Following Pages]

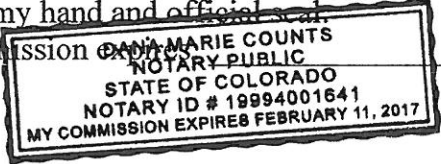
Brentwood Estates Townhomes Association, Inc., a Colorado nonprofit corporation

By: Keith Copeland President Title

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 8 day of January 2015, by Keith Copeland as President of Brentwood Estates Townhomes Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires February 11, 2017



Dawn Marie Counts
Notary Public

EXHIBIT A

TOWNHOME AND LOT MAINTENANCE, REPAIR AND REPLACEMENT
RESPONSIBILITY FOR BRENTWOOD ESTATES

[ATTACHED]

TOWNHOME AND LOT MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITY FOR BRENTWOOD ESTATES			
	HOA	Owner	
TOWNHOMES			
Roof	x		
Roof Flashing	x		
Gutters and Downspouts	x		
Periodic cleaning of gutters and downspouts		x	
Fireplace Flues, Furnace Vents, and Intake and Exhaust Vents Interior to Structure - to the point where they exit the structure		x	
Soffit Vents, Furnace Vents, Intake and Exhaust Vents, Caps and Cover Screens Exterior to Structure - exterior from the point where they exit the structure	x		
Exterior Lighting Fixtures/Sconces		x	
Exterior Electrical Outlets		x	
Exterior Building Surfaces (including stucco, wood siding, fascia and soffits) and Components Other Than as Identified Herein as Owner Responsibilities	x		
Concrete Slabs/Wood Stairs at Front Pedestrian Door Entrances, Doorsteps, Stoops (to include painting if applicable)	x		
Driveways and Parking Spaces Serving Townhomes	x		
Rear Patio and Deck Structures - owner added		x	
Rear Patio and Deck Structures (wood and concrete) - original to development, necessary for egress	x		
Rear Patio and Deck Surfaces - owner added		x	

	HOA	Owner	
Rear Patio and Deck Surfaces - original to development, necessary for egress (If applicable, HOA will dictate the paint color to be used. HOA will provide paint if painting trim within the same 30 day period.)		X	
Handrails and Railings original to development	X		
Water and Sewer Service Laterals From Townhome Footprint to Lot Boundary	X		
Water and Sewer Service Laterals Interior of Unit Footprint		X	
Windows, Frames, Mechanisms and Hardware		X	
Window Exterior Trim and Caulking	X		
Window Glass		X	
Window Seals		X	
Entry Doors, Frames, and Hardware (locks, hinges, closers)		X	
Painting of Entry Doors	X		
Door Surface Exterior Trim and Caulking	X		
Door Glass		X	
Window Wells and Window Well Covers		X	
Replacement of Light Bulbs in Exterior Unit Light Fixtures		X	
Painting of Exterior Garage Doors (not caused by damage or other casualty)	X		
Maintenance, Repair and Replacement of Exterior Garage Doors		X	
Garage Door Hardware and Operating Mechanism		X	
Antennas/Satellite Dishes Added by Owners		X	
Fireplace and Chimney Caps	X		
Skylights and Seals Around Skylights	X		
Utility Meters		X	
Water Spigots		X	

	HOA	Owner	
Any other exterior changes/additions by homeowner.		x	
Sunrooms with HOA-approved roof replacement after 2020	x		
Sunrooms without HOA-approved roof replacements after 2020		x	only minor caulking and sealing repairs will be made by HOA
LOTS			
Turf Grass Maintenance, Fertilizing, Repair		x	
Turf grass mowing		x	
Tree and Shrub Trimming		x	
Tree and Shrub Removal and Replacement		x	
Tree and Shrub Fertilizing		x	
Flower Gardens		x	
Vegetable Gardens		x	
Permanent Landscape Improvements - Retaining Walls, Edging		x	
Fences		x	
Noise Berm/Fence running east and west at the south end of Brentwood St next to 6th Ave freeway	x		
<i>NOTE: All maintenance, repair and replacement responsibilities accorded to the HOA are null and void unless the homeowner reports damage to the HOA-covered item within six (6) months of the date they knew or should have known of damage to the item. Damage must be reported to the BETA property manager or a current board member in writing.</i>			