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COUNTY OF JEFFERSON  
STATE OF COLORADO  
FILED IN MY OFFICE ON

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RECORDED BY  
COUNTY CLERK & RECORDER

2332 580

AMENDED

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Development Properties, Inc., hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the County of Jefferson, State of Colorado, which is more particularly described as:

The East 140 feet of the North 641.82 feet of the West one-half of Tract numbered 13, in Brookside, as filed in the records of Jefferson County, Colorado,

EXCEPT,

All that portion as shown on the recorded plat of Brookside Townhouses as Building Unit 1, described as follows, to-wit:

Beginning at a point which lies 110.0 feet west and 40.06 feet south of the Northeast corner of the West one-half of Tract 13, BROOKSIDE, as filed in the records of Jefferson County, Colorado; thence Southeasterly on a deflection angle left of 15°00' from a projected line parallel to the East line of said West one-half of Tract 13, BROOKSIDE, a distance of 97.70 feet; thence on a deflection angle left of 90°00', a distance of 38.86 feet; thence on a deflection angle left of 90°00', a distance of 97.70 feet, thence on a deflection angle left of 90°00', a distance of 38.86 feet to said point of beginning,

AND EXCEPT,

All that portion as shown on the recorded plat of Brookside Townhouses as Building Unit 2, described as follows, to-wit:

Beginning at a point which lies 110.0 feet west and 248.88 feet south of the Northeast corner of the West one-half of

Tract 13, BROOKSIDE, as filed in the records of Jefferson County, Colorado; thence South-easterly on a deflection angle left of 75°00' from a projected line parallel to the East line of said West one-half of Tract 13, BROOKSIDE, a distance of 38.86 feet, thence on a deflection angle left of 90°00', a distance of 97.70 feet; thence on a deflection angle left of 90°00', a distance of 38.86 feet; thence on a deflection angle left of 90°00', a distance of 97.70 feet to said point of beginning,

AND EXCEPT,

The following Residential Units, situate in Brookside Townhouses, as shown on the recorded Plat thereof in Book 35, Page 2, in the Clerk and Recorder's Office of Jefferson County, State of Colorado, and owned by owners as set forth hereinbelow, who by their signatures at the conclusion hereof signify their approval of the within Amended Declaration of Covenants, Conditions and Restrictions by Declarant, to-wit:

- (a) Willa Dean Wyatt, owner of Residential Unit #2(R-2), Bldg Unit #1(U-1)
- (b) Charlene Dee Davis, owner of Residential Unit #3(R-3), Bldg Unit #1(U-1)
- (c) Thomas Lawrence & Shirley Jean Keilman, owners of Residential Unit #4(R-4), Bldg Unit #1(U-1)
- (d) Richard S. Culna, Jr., owner of Residential Unit #5(R-5), Bldg Unit #1(U-1)
- (e) Mary A. Trueblood, owner of Residential Unit #1(R-1), Bldg Unit #2(U-2)
- (f) Judy D. Shutt, owner of Residential Unit #2(R-2), Bldg Unit #2(U-2)
- (g) Alice G. Kale, owner of Residential Unit #3(R-3), Bldg Unit #2(U-2)
- (h) Jeanette A. Stockmaster, owner of Residential Unit #4(R-4), Bldg Unit #2(U-2)

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions,

which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Brookside Homeowners Assn., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

The East 140 feet of the North 641.82 feet of the West one-half of Tract numbered 13, in Brookside, as filed in the records of Jefferson County, Colorado,

EXCEPT,

All that portion as shown on the recorded plat of Brookside Townhouses as Building Unit 1, described as follows, to-wit:

Beginning at a point which lies 110.00 feet West and 40.06 feet South of the Northeast corner of the West one-half of Tract 13, Brookside as filed in the records of Jefferson County, Colorado; thence Southeasterly on a deflection left of  $15^{\circ}00'$  from a projected line parallel to the East line of said West one-half of Tract 13, Brookside, a distance of 97.70 feet; thence on a deflection angle left of  $90^{\circ}00'$  a distance of 38.86 feet, thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 97.70 feet, thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 38.86 feet to said point of beginning.

AND EXCEPT,

All that portion as shown on the recorded plat of Brookside Townhouses as Building Unit 2, described as follows, to-wit:

Beginning at a point which lies 110.00 feet West of 248.88 feet South of the Northeast corner of the West one-half of Tract 13, Brookside; as filed in the records of Jefferson County, Colorado, thence Southeasterly on a deflection angle left of  $75^{\circ}00'$  from a projected line parallel to the East line of said West one-half of Tract 13, Brookside, a distance of 38.86 feet, thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 97.70 feet; thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 38.86 feet, thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 97.70 feet to said point of beginning.

AND EXCEPT,

All that portion as shown on the recorded plat of Brookside Townhouses as Building Unit 3, described as follows, to-wit:

Beginning at a point which lies 110.00 feet West and 309.42 feet South of the Northeast corner of the West one-half of Tract 13, Brookside; as filed in the records of Jefferson County, Colorado; thence Southeasterly on a deflection angle left of  $15^{\circ}00'$  from a projection line parallel to the East line of said West one-half of Tract 13, Brookside, a distance of 97.70 feet; thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 38.86 feet, thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 97.70 feet, thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 38.86 feet to said point of beginning.

AND EXCEPT,

All that portion as shown on the recorded plat of Brookside Townhouses as Building Unit 4, described as follows, to-wit:

Beginning at a point which lies 110.0 feet West and 507.30 feet South of the Northeast corner of the West one-half of Tract 13, Brookside; as filed in the records of Jefferson County, Colorado; thence Southeasterly on a deflection angle left of  $75^{\circ}00'$  from a projection line parallel to the East line of said West one-half of Tract 13, Brookside; a distance of 38.86 feet; thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 97.70 feet, thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 38.86 feet; thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 97.70 feet to said point of beginning,

AND EXCEPT,

All that portion as shown on the recorded plat of Brookside Townhouses as Building Unit 5, described as follows, to-wit:

Beginning at a point which lies 110.0 feet West and 547.42 feet South of Northeast corner of the West one-half of Tract 13, Brookside; as filed in the records of Jefferson County, Colorado; thence Southeasterly on a deflection angle left of  $15^{\circ}00'$  from a projection line parallel to the East line of said West one-half of Tract 13, Brookside, a distance of 97.70 feet; thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 38.86 feet, thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 97.70 feet, thence on a deflection angle left of  $90^{\circ}00'$ , a distance of 38.86 feet to said point of beginning.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5A. "Townhouse" shall mean and refer to a lot together with the portion of the multi-unit structure, one family, constructed thereon.

Section 6. "Declarant" shall mean and refer to Development

Properties, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every assessed Lot; subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (d) the right of the association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(c) the right of the individual owners to the exclusive use of parking space or spaces as shall be provided by the Association.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first lot.

#### ARTICLE III

##### MEMBERSHIP

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest solely as security for the performance of an obligation. No owner shall have more than one membership, except as hereinafter provided. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

#### ARTICLE IV

##### VOTING RIGHTS

Section 1. The Association shall be two classes of voting membership;

Class A. Class A members shall be all those owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for a membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall there be more than one vote cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier;

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1972.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The



annual and special assessments; together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$138.00 per Lot.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased or decreased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased or decreased in excess of 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment

at an amount not in excess of the maximum.

Section 4. Special Assessments For Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence

as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to

payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and the liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. A Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the wall cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners, Successors in Title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provision of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the

Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: painting, repair, replacement and care for roofs, gutters and downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, excluding glass and glass surfaces.

In the event the need for maintenance and repair is caused through the willful or negligent act of the Owner, his family, his guests or his invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject.

#### ARTICLE IX

##### USE RESTRICTIONS

The Plat of the within Planned-Unit Development consists of Unit 1, lots R-1 through R-6; Unit 2, lots R-1 through R-6; Unit 3, lots R-1 through R-6; Unit 4, Lots R-1 through R-6; and Unit 5, lots R-1 through R-6; and such annexation as may be subsequently made.

Section 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling not to exceed two stories (above finish exterior grade) in height and a private garage for not more than two cars.

Section 2. All Common Area is dedicated to the common use and enjoyment of the Owners, Homeowners, of Lots, for not to exceed two (2) sign structures for each entrance, general recreation, pedestrian traffic, green area, pool, recreation building, and such other uses common to all the Lot Owners as determined by Brookside Homeowners Assn., pursuant to the covenants, provisions and restrictions contained herein.

Section 3. Said premises are hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said premises shall be of new construction and no buildings or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures other than townhouses, being residence units jointed together by party walls, shall be built on any parcel where the developer theretofore programmed and constructed a townhouse. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of the premises at any time as a residence either temporarily or permanently.

Section 4. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the developer of the major portion of said townhouses to maintain during the period of construction and sale of said townhouses, upon such portion of the premises as such developer may choose, such facilities as in the sole opinion of said developer may be reasonably required, convenient or incidental to the construction and sale of said townhouses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office;

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 6. No advertising signs (except one, of not more than five square feet, "For Rent" or "For Sale" signs per lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health of or unreasonably disturb the Owner or any Lot or dwelling unit,

or any resident thereof. There shall be permitted no outside storage of boats, trailers or campers. Further, no business activities of any kind whatsoever shall be conducted in any building or in any portion of the premises. Provided, further, however, the foregoing covenants and restrictions shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of the developer, its agents and assigns during the development period, and of Brookside Homeowners Assn., its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

Section 7. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring townhouses and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 8. Except in the individual patio areas, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said premises except such as are installed in accordance with the initial construction of the buildings located thereon or as may be approved by the Association's Board of Trustees or its designated representatives.

Section 9. It is anticipated that one family residential dwelling unit will be constructed on various parcels within the townhouse property and that the ownership of individual units shall be evidenced by a deed of a Lot together with the improvements thereon constituting a "Townhouse", Maintenance, upkeep and repairs of individual patios shall be the sole responsibility of



the individual owner thereof and not in any manner the responsibility of the Association.

Section 10. Each townhouse and the Common Area shall be subject to an easement for encroachments created by construction settling and overhangs, as designed or constructed by the original developer. A valid easement for said encroachments and for the maintenance of same, so long as the encroachments remain, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the Owners of townhouses agree that minor encroachments of parts of the adjacent townhouse units or common elements due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

#### ARTICLE X

#### EASEMENTS

Section 1. All easements and restrictions of record are hereby reaffirmed.

Section 2. Any easements required by or for any utility over, across, under or through the property hereinabove referred to that are not considered by the developer to be inconsistent with the plan and development, may be granted by the Declarant-Developer prior to the sale of the last Lot by the Declarant-Developer, but in no event after December 31, 1972.

Section 3. In the event that any utility easement or easements are required after December 31, 1972, the written approval as evidenced by a proper conveyance of the Brookside Homeowners Assn. will be required.

Section 4. On any and all installations of utilities of areas conveyed prior to December 31, 1972, the grantee of said

utility easement and rights-of-way shall bear the responsibility of replacing trees, shrubs, lawns, walkways and other improvements existing at the time of such installation, except as may be provided by vote of the membership of Brookside Homeowners Assn.

#### ARTICLE XI

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first two (2) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described in that certain Deed recorded in Book 2208, Page 921, recorded in the Clerk and Recorder's Office, Jefferson County,



The undersigned as owners of individual residences in Brookside Townhouses, as shown in the recorded plat thereof in Book 35, Page 2, in the Clerk and Recorder's Office, Jefferson County, State of Colorado, do hereby ratify, affirm and approve the foregoing and attached Amended Declaration of Covenants, Conditions and Restrictions.

Oliver G. Kall

Charles D. Davis

Willa Dean Wright

Richard C. Jones

Mary A. Trueblood

Jeanette A. Stockmaster

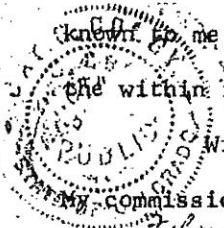
Thomas Lawrence Keilman

Shirley Jean Keilman

Robert D. Smith

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On January 5, 1972, before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Alice L. Kahl



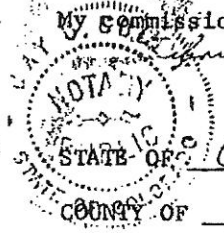
known to me to be the person whose name(s) is subscribed to  
the within instrument and acknowledged that she executed the same.  
Witness my hand and official seal.

My commission expires:  
February 7, 1972

Jay L. Colby  
Notary Public

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On January 5, 1972, before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Willie Dean Wyatt



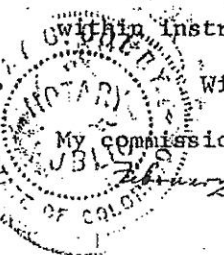
known to me to be the person whose name(s) is subscribed to the  
within instrument and acknowledged that she executed the same.  
Witness my hand and official seal.

My commission expires:  
February 7, 1972

Jay L. Colby  
Notary Public

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On January 5, 1972, before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Jeanette A. Stockmaster



known to me to be the person whose name(s) is subscribed to the  
within instrument and acknowledged that she executed the same.  
Witness my hand and official seal.

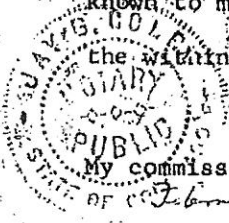
My commission expires:  
February 7, 1972

Jay L. Colby  
Notary Public

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On January 5, 1972, before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Judith E. Skutt

known to me to be the person whose name(s) is subscribed to  
the within instrument and acknowledged that she executed the same.  
Witness my hand and official seal.



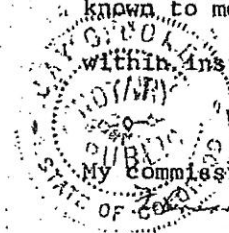
My commission expires:  
February 7, 1972

Jay G. Colby  
Notary Public

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On January 5, 1972, before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Mary A. Imblood

known to me to be the person whose name(s) is subscribed to the  
within instrument and acknowledged that she executed the same.  
Witness my hand and official seal.



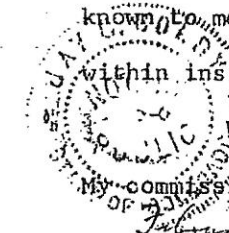
My commission expires:  
February 7, 1972

Jay G. Colby  
Notary Public

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On January 5, 1972, before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Richard S. Culina Jr.

known to me to be the person whose name(s) is subscribed to the  
within instrument and acknowledged that he executed the same.  
Witness my hand and official seal.



My commission expires:  
February 7, 1972

Jay G. Colby  
Notary Public

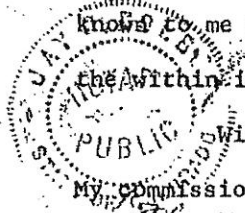
STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On January 5, 1972, before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Thomas Lawrence Keilman & Shirley Jean Keilman,

known to me to be the person whose name(s) are subscribed to  
the within instrument and acknowledged that they executed the same.

Witness my hand and official seal.

My commission expires:  
February 7, 1972



Jay G. Goldberger  
Notary Public

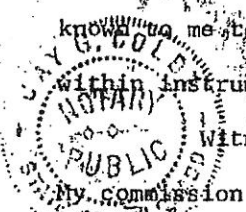
STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

On January 5, 1972, before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Chelene Dee Davis

known to me to be the person whose name(s) is subscribed to the  
within instrument and acknowledged that she executed the same.

Witness my hand and official seal.

My commission expires:  
February 7, 1972



Jay G. Goldberger  
Notary Public

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

On \_\_\_\_\_, before me, the under-  
signed, a Notary Public in and for said State, personally appeared

\_\_\_\_\_ known to me to be the person whose name(s) \_\_\_\_\_ subscribed to the  
within instrument and acknowledged that \_\_\_\_\_ executed the same.

Witness my hand and official seal.

My commission expires:

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

RECEPTION NO. 84024668  
03/20/84 09:08 81.00  
RECORDED IN  
COUNTY OF JEFFERSON  
STATE OF COLORADO

FIRST AMENDMENT TO  
CONDOMINIUM DECLARATION

FOR

BROOKSIDE HOMEOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS

THAT, WHEREAS, Development Properties, Inc. has caused that certain Condominium Declaration for Brookside Homeowners Association (the "Declaration") to be recorded on January 6, 1972 as Reception No. 2332 580 to 598, 464586 in the office of the Clerk and Recorder of the County of Jefferson, State of Colorado;

WHEREAS, the Association has elected to make the following changes as set forth on Exhibit A to the Declarations;

WHEREAS, the undersigned, being all Unit Owners, as defined in the Declarations, desire to amend the Declaration and in all other respects the Declaration is hereby ratified and affirmed in its entirety;

WHEREAS, the undersigned, hereby declare that Exhibit A to the Declaration are hereby amended in their entirety to provide as follows:

RECEPTION NO. 84024668  
03/20/84 09:08 81.00  
RECORDED IN  
COUNTY OF JEFFERSON  
STATE OF COLORADO

EXHIBIT A

BROOKSIDE HOMEOWNERS AMENDMENT TO DECLARATION

ARTICLE VIII - EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: painting, repair, replacement and care for roofs, gutters and downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, excluding back yards, glass, and glass surfaces.

In the event the need for maintenance and repair is caused through the willful or negligent act of the Owner, his family, his guests or his invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject.