

**FIRST AMENDMENT**

of the

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
of**

**THE QUAILRIDGE TOWNHOME  
CONDOMINIUMS A CONDOMINIUM PROJECT  
LOCATED IN THE COUNTY OF JEFFERSON  
STATE OF COLORADO**

THIS FIRST AMENDMENT OF THE DECLARATION is made on the date hereinafter set forth by THE QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION, INC., a Colorado nonprofit corporation (the "Association").

**RECITALS:**

A. IIO Corporation, a Colorado corporation, as "Declarant" and owner of certain real property, executed that Certain Declaration of Covenants, Conditions and Restrictions of the Quailridge Townhome Condominiums on November 5, 1984 at Reception No. 84103920.

B. The document referenced in paragraph A above, and any and all additional amendments, supplements and annexations shall be referred to hereafter, collectively, as the "Original Declaration." The Original Declaration created a Condominium Community and imposed upon the real property described in the Original Declaration and all property thereafter annexed, certain terms, provisions, covenants, conditions, restrictions, easements, rights-of-way, reservations, uses, limitations and obligations, which run with and are binding upon said real property, for the purpose of protecting the value and desirability of said real property and the Owners of such Common Interest Community.

C. The Owners and Association desire to amend the Original Declaration by virtue of this First Amendment to the Declaration of Covenants, Conditions and Restrictions of The Quailridge Townhome Condominiums.

D. Pursuant to Colorado Revised Statutes, Section 38-33.3.217 and the requirements set forth in Section 34.2 of the Original Declaration, Owners representing 67% or more of the Common Elements have provided written consent, and 75% of the First Mortgagees have approved the following amendment.

NOW THEREFORE, the Original Declaration is Amended as follows:

1. A new Section is hereby added to Article 15 as follows:

15.9 Easement for Emergency Egress: Each Owner shall have a non-exclusive easement over, under, in and across that portion of the Common Elements necessary to install and construct an emergency egress window, including any window well, which complies with all applicable, regulations, statutes, ordinances, and codes, including, without limitation, fire and building codes current as of the date of construction. Any such construction, modification or installation shall be subject to written approval by the Board, pursuant to Section 11 of the Original Declaration, and subject to any conditions imposed or Rules or Regulations promulgated by the Board, including, without limitation, a requirement that the Owner restore the landscaping, building elements, and any other affected improvements or utilities to their original condition or to a condition which is otherwise acceptable to the Board.

2. Article 16, Owner's Maintenance Responsibility, is hereby deleted in its entirety and replaced by the following:

16. Owner's Maintenance Responsibility:

16.1 For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own and shall have the right and obligation to maintain, repair, alter and remodel, the interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum dry wall, paneling, wallpaper, paint, wall and floor tile, and flooring, but not including the sub-flooring) making up the finished surfaces of the perimeter walls, ceilings and floors within the Unit.

16.2 Exclusive of skylights, which shall remain the sole responsibility of the Association, each Owner shall be solely responsible for interior and exterior maintenance, repair and replacement of all doors and windows of his Unit, including the frames, window screens and their frames, trim, caulking and seals, screen doors, storm doors, outside storage doors, and/or garage doors and their frames, trim, caulking and seals; provided however, that the Association may provide exterior painting of such items in its sole discretion.

16.3 Each Owner shall have the obligation to replace any finishing or other materials removed with similar or other types or kinds of finish materials. An Owner shall maintain and keep in good repair and in a clean, safe, attractive and slightly condition the interior of his Unit, including the fixtures, doors and windows thereof, and the improvements affixed thereto, and such other items and areas as may be required in the Bylaws or by the Association.

16.4 No Owner shall make any changes, additions or alterations of any type or kind to the exterior surfaces of the doors or windows to his Unit nor to any Common Elements (including but not limited to, the exterior portions of the Building) without first obtaining written approval pursuant to paragraph 11 of the

Original Declaration.

16.5 Each Owner shall be obligated to maintain, repair, replace and keep in good repair and condition all fixtures and equipment installed within the Unit. Each Owner is responsible for the maintenance, repair, and replacement of the interior and exterior of the fireplace within the Unit up to the flue in the closed position; any plumbing, mechanical, or electrical fixture, wiring, piping, chute, flue, vent, duct, conduit, or related or supporting system or components of the above, including sanitary sewer systems (which for brevity are herein and hereafter referred to as "Utilities"), which serve only that Owner's Unit. Owner's shall be responsible for maintenance repair and replacement under this Paragraph beginning at the point at which such Utilities are identifiable as serving only the Owner's Unit. By way of example, an Owner shall be responsible for the maintenance; of water or sewer lines beginning at the point at which said line enters the interior of the Unit foundation wall, provided that the line which enters the Unit serves only that Owner's Unit. Each owner shall be responsible for the routine cleaning of, but excluding any repairs to, the sanitary sewer line running from the foundation of the Owner's Unit to the main line. The Association shall be solely responsible for the maintenance and repair of the Utilities lying within a Common Element area, running through the building foundation, and running from the building foundation to the main. Each Owner shall be obligated to maintain, repair, replace and keep in good repair any doorbell, antennae, satellite dishes, telephone equipment, heating, air conditioning or domestic hot water equipment, including, without limitation, any lines, wires, conduits, fittings, connections, or supply lines to or from such equipment to the extent that such equipment serves a single Unit. The Owner shall not be deemed to own Utilities running from the Building foundation to the main line or through his Unit which serve one or more other Units, except as a tenant in common with the other Owners.

16.6 All maintenance performed by Owners is subject to Rules and Regulations promulgated by the Board.

16.7 The deck, yard, porch, balcony and/or patio area adjoining, accessible from and/or leading to a Unit, if any, as of the date of the recording of this Amendment, are Limited Common Elements appurtenant to such Owner's Condominium Unit. Except as otherwise provided herein, the Association shall be responsible for the maintenance, repair and replacement of any such deck, yard, porch, balcony and/or patio area; provided however, that each Owner shall be responsible for keeping such areas in a neat, clean and sanitary condition.

16.8 Each Owner shall take reasonable precautions to prevent conditions which encourage the growth of mold. If any leak or spillage infiltrates or originates within a Unit, the Owner shall take immediate steps to clean and dry the interior of the Unit; and to immediately notify the Board or the Managing Agent of any potential leak or intrusion of water or other fluid into the Common Elements or another Unit. The cost of removal or remediation of mold from the Common Elements resulting from an Owner's failure to maintain his Unit, or to promptly notify the Association of a leak or spill which causes or contributes to the growth of mold may be assessed against such Owner pursuant to Paragraph

28.8 of the Original Declaration.

16.9 If any Owner fails to carry out or neglects the responsibilities set forth in this paragraph, the Board or the Managing Agent may fulfill the same and charge such Owner therefor. Any expense incurred by an Owner under this paragraph shall be the sole expense of said Owner.

16.10 Each Owner shall be liable to the Association, or to other Owners for damage to the Common Elements, or to other Units, or the contents of other Units, when such damage is caused by the Owner's failure to maintain his Unit, or the Utilities therein, subject to the Association's determination following notice to the Owner and an opportunity for a hearing.

16.11 Notwithstanding any other provisions of this Paragraph 16, the Association may, but shall not be obligated to, perform any of the maintenance described herein.

16.12 The Board shall determine the specifications, scope, extent, schedule, nature and parameters of the Association's maintenance responsibilities, including, without limitation, the type, kind and quality of materials used.

3. A new Section is hereby added to Article 18 as follows:

18.7 Liability of Association. The Association shall not be liable to the Owner of any Unit or such Owner's tenant, guest, agent, invitee or family for loss or damage, by theft or otherwise, of any property which may be stored in or upon the Common Elements.

18.8 Security Disclaimer. While the Association may take some action which has the result of directly or indirectly providing security in the Community, Owners, on behalf of themselves, their tenants, families, guests, agents and invitees, acknowledge and agree that the Association is not a provider of security, and shall have no duty to provide security in the Community. Each Owner is responsible to protect his or her person or property, and all responsibility to provide security shall rest solely with each Owner. The Association shall not be held liable for any loss or damage to person or property by reason of failure to provide security or the ineffectiveness of any measures taken.

4. Article 19, Sections 19.7 and 19.10 are hereby deleted in their entirety.

20.7 Availability for Examination: The Association shall keep and make Association records available to Owners in accordance with its Inspection of Records Policy.

5. Article 23, Section 23.1.1 is hereby deleted in its entirety and replaced with the following:

23.1.1 Insurance against loss or damage by fire and lightning, and such hazards as are customarily covered in condominium projects in the County of Jefferson, Colorado, under extended coverage and all risk endorsements. Said casualty insurance shall insure the entire Project and any property, the nature of which is a Common Element (including all of the Units and the fixtures therein initially installed or conveyed by the Declarant, but not including improvements, fixtures, decorating, furniture, furnishings, appliances, or other personal property supplied by or installed by Owners) together with all service equipment contained therein in an amount equal to the full replacement value, without deduction for depreciation. Determination of the full replacement value shall be made at a minimum of every three (3) years by one or more written appraisals to be furnished by a person knowledgeable about replacement costs. All policies shall contain a standard non-contributory mortgage clause in favor of each first Mortgagee, which shall provide that the loss, if any, thereunder, shall be payable to the Association for the use and benefit of such first Mortgagees as their interests may appear.

Sections 23.3 and 23.6 are hereby deleted in their entirety.

7. Article 24, Section 24.1 is hereby deleted in its entirety and replaced as follows:

24.1 Effect of Non-Payment of Assessments.

Any assessment, charge or fee provided for in this Declaration, or any quarterly or other installment thereof, which is not fully paid within ten (10) days after the due date, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis from the due date, and the Association may assess a reasonable late charge as determined by the Board of Directors.

8. Article 24, Section 24.2 is hereby deleted in its entirety and replaced as follows:

24.2 Creation of Association Lien and Lien Priority.

The Association annual Common Expense Assessments and such other assessments as imposed by the Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such assessment or charge is made. If any assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due. The lien of the Association under this Section is prior to all other liens and encumbrances on a Unit except:

- (1) Liens and encumbrances recorded before the recordation of the Declaration;
- (2) A first lien security interest on the Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and
- (3) Liens for real estate taxes and other governmental assessments or charges against the Unit.

This Section does not affect the priority of mechanics' or material men's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Unit shall not affect the lien for assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien security interest shall only extinguish the lien of assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture, shall relieve any Unit from continuing liability for any assessment charges thereafter becoming due, nor from the lien thereof.

9. Article 26, Section 26.1 is hereby deleted in its entirety.

10. Article 28, Section 28.9 is hereby deleted in its entirety and replaced as follows:

Section 28.9 Leasing and Occupancy. In order to preserve the character of the community as predominantly Owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed by this Section. Except as provided herein, the leasing of Units shall be prohibited. "Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Unit by the child or parent of an Owner. For purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute leasing under this Declaration.

28.9.1 General. Owners desiring to lease their Units may do so only after residing in the Unit for a period of one (1) year and if they have applied for and received from the Association either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such leasing is in strict accordance with the terms of the permit and this Section. The Association shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All Leasing Permits and Hardship Leasing Permits shall be valid only as to specific Owners and Units and shall not be transferable between either Units or Owners; provided, however if a valid lease is in place at the date of transfer of the Unit, that lease may continue until the expiration of the lease term or for a maximum of one year, whichever is earlier. The maximum number of Units under the same ownership that may be leased within the project shall be limited to two (2).

28.9.2 Applicability. Those Owners who are leasing their Units

upon the effective date of this Declaration shall be entitled to a Leasing Permit, notwithstanding the limitation on the number of Units that can be leased set forth herein. However, upon conveyance or transfer of a Unit, any grantee of the Unit shall be subject to the provisions of this Section.

28.9.3 Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than the established maximum threshold of twenty five percent (25%) of the total Units in the Community (the "Threshold"). A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) subject to the terms of subsection (a) above, the sale or transfer of the Unit to a person or entity other than the Owner (excluding sales or transfers to (a) an Owner's spouse, (b) a person cohabitating with the Owner, and (c) a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the failure of an Owner to lease his or her Unit within 180 days of the Leasing Permit having been issued; or (3) the failure of an Owner to have his or her Unit leased for any consecutive 180 day period thereafter. The Board may make an exception to the 180 day provision upon written application from the Owner at least 30 days prior to the expiration of the 180 day period that shows the Owner made reasonable efforts to rent the Unit, but has been unable to do so due to market conditions or if the Owner demonstrates an abnormal or hardship reason for the vacancy. If current Leasing Permits have been issued for Units equal to or greater than the Threshold, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of total Units with valid Leasing Permits falls below the Threshold. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the total Units with valid Leasing Permits falls below the Threshold. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

28.9.4 Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Association for a Hardship Leasing Permit. The Association shall have the authority to issue or deny requests for Hardship Leasing Permits in its sole discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Unit if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall only include the following situations: (1) an Owner must relocate his or her residence outside the greater Denver metropolitan area and cannot, within six months from the date that the Unit was placed on the market, sell the

Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Unit is being administered by his or her estate and such administration cannot be concluded within 9 months from the date of death; (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; and (4) where an Owner or Owner's family member residing in the Unit has a substantiated medical condition necessitating moving from the Unit. Hardship Leasing Permits shall be valid for a term not to exceed one year. At the request of the Board, Owners shall be required to provide written documentation in support of their hardship request. Such documentation may include proof that the property has been actively listed and marketed at its current fair market value, personal financial statements or records, letters from employers, death certificates, or whatever else the Board or its representative may reasonably deem necessary to make its decision. Owners may apply for additional Hardship Leasing Permits pursuant to the conditions stated below. Hardship Leasing Permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a Leasing Permit.

28.9.5 The Board's ability to approve hardship requests shall be limited to a total number of active hardship permits not to exceed four percent (4%) of total association properties.

28.9.6 The Board may not extend the length of any hardship permit if other requests are pending at the time, but have not been approved because the Association has reached the maximum allowable limit. If applicable, the owner must be able to demonstrate that a conscientious effort has been made to sell the property during the time the property was required to be on the market. Applications for extension must be submitted no less than thirty (30) days before the expiration of the current permit. In granting approval for an extension request, the Board may assess an administrative fee in an amount to be established the Board from time to time.

28.9.7 In the case of a hardship permit granted under condition (1) or (2) defined above, the Unit must be placed on the market no later than 120 days prior to the expiration of the hardship permit. The Board may immediately revoke any hardship permit for failure to comply with this provision.

28.9.8 It shall not be considered a hardship that current market conditions would require an owner to sell his or her property at a loss.

28.9.9 Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

28.9.9.1 Notice. At least 10 days prior to entering into the initial lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. If the Board approves the



form of lease, the Owner agrees not to change the lease form without submitting the new lease form to the Board or its representative for approval. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any Rules and Regulations adopted pursuant thereto.

28.9.9.2 General. Units may be leased only in their entirety; no fraction or portion may be leased. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. All leases must be for an initial term of not Less than six months. Within 10 days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner may redact financial terms of the lease. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

28.9.9.3 Compliance with the Governing Documents and Use of Common Elements. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease.

(A) Compliance with Governing Documents. The lessee shall comply with all provisions of the Governing Documents adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Governing Documents adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee.

The fine may be assessed against the Owner after both parties are provided notice and an opportunity for hearing. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Governing Documents adopted pursuant thereto by the lessee, any occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Colorado law. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration and the Owner fails to commence such action within 30 days of the date of the Association's notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner for breaches resulting from the violation of the Governing Documents adopted pursuant thereto. If the Association evicts the lessee, any costs, including but not limited to reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Unit.

- (B) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

28.9.10 Inapplicability of this Section to Mortgagees and Association. Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Association, or the holder of any first mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage, except that neither the Association or first mortgagee may lease a Unit for less than 30 days, or allow a Unit to be used for transient or hotel purposes. Leases under this section must still be in writing, but such parties shall be permitted to lease a Unit without first obtaining a permit in accordance with this Section, and such Units shall not be considered as being leased in determining the maximum number of Units that may be leased in accordance with this Section.

11. Article 28, Section 28.10, is hereby deleted in its entirety and replaced as follows:

Section 28.10. Each Owner and all occupants of a Unit may park no more than a total of two motor vehicles within the Quailridge Project at any time, which includes vehicles in garage spaces. If an Owner or occupant's Unit has a garage space or spaces assigned to it as a Limited Common Element, then the motor vehicle or vehicles shall be parked in the garage space. Garage space may not be used for storage to the extent it renders the space unusable for parking. No trucks, commercial vehicles, trailers, mobile homes or detached camper units shall be kept, stored or maintained upon the Common Elements; provided, however, that commercial vehicles may be stored in designated parking areas upon the Common Elements for up to seventy-two (72) hours. Boats and other similar watercraft shall not be kept, stored, parked or maintained upon the Common Elements. No damaged or unsightly vehicles shall be kept, stored, parked or maintained upon the Common Elements, furthermore, parking of all vehicles shall be subject to the rules and regulations of the Association, including the right to two vehicles which are not in compliance with this section or any rules and regulations adopted by the Association.

12. Article 34, Section 34.2.1, is hereby deleted in its entirety and replaced as follows:

34.2.1 Amendment of Declaration. Except as otherwise provided in the Original Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this or the Original Declaration may be amended or repealed at any time and from time to time upon approval of sixty-seven percent (67%) of the total voting power in the Association and fifty-one percent (51%) of Eligible First Mortgagees, and with the written consent of the Association. "Eligible First Mortgagee" shall mean a holder, insurer or guarantor of a first lien security interest who has delivered a written request to the Association to receive notice and containing its name, address, the legal description and the address of the Unit upon which it holds a security interest. The amendment or repeal shall be effective upon recording a certificate in the real property records of Jefferson County, Colorado, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

13. Article 35 is hereby added as follows:

35. Extension Areas:

35.1 "Extension Area" shall be defined as a parcel of land immediately adjacent to the rear of each Unit, which extends for a distance of fifteen feet (15') measured perpendicularly from the exterior portion of the rear Building wall, the interior of which forms the boundary of the Unit. The Extension Area shall be as wide as the

length of the wall which forms the Unit Boundary immediately adjacent to the Extension Area. The Extension Area of end Units shall be limited to the width of the Unit and shall not extend beyond the exterior side wall of the Building. If an Extension Area was previously approved by the Association for a specific Unit or Units prior to this Amendment, the size of those specific Extension Areas shall be limited to the width as defined herein, plus any additional area bounded by the limits of the improvements fully completed within said Extension Areas at the time of recordation of this Amendment.

35.2 The Extension Area shall be a Limited Common Element appurtenant to the Unit which it adjoins.

35.3 Notwithstanding the above, the Extension Area shall terminate at a point where it meets or intersects with any existing Common Element walkway, street, drive, fence, gate, or Building. Certain Units having paved drives bordering the rear of the Unit will have no Extension Area. If the Extension Areas of any two or more Units overlap, the overlapping area shall be a Limited Common Element appurtenant to each Unit whose Extension Area contains the overlapping portion.

35.4 Each Owner, the Board, the Association and the Association's agents, employees or contractors shall have a non-exclusive easement over, under and across the Extension Areas for purposes of access to the Common Elements, Units, streets, walkways, for maintenance and for the performance of duties as otherwise provided in this Declaration.

35.5 The Board of Directors may, but is not obligated to grant Owners the right to erect, construct or install a deck, deck extension, patio, patio extension or other improvement in the Extension Area appurtenant to any Unit. Any such construction of improvements must receive prior approval, in writing, subject to the terms and provisions of Section 11 of the Original Declaration and the Rules and Regulations promulgated by the Board.

35.6 The Association shall be responsible for the maintenance, repair or replacement of the Extension Areas, including any approved patio, deck or deck extension installed or constructed by an Owner within the Extension Area, except as otherwise agreed to in writing. The Board of Directors, at its sole discretion, may approve the installation or construction of other improvements in the Extension Area, and may require the Owner to accept the maintenance responsibility for such improvement(s) as a condition of approval.

35.7 No improvement in an Extension Area which is appurtenant to more than one (1) Unit shall be approved unless the Owner(s) of every Unit to which the Extension Area is appurtenant has/have been notified, in writing, at least 30 days prior to such approval, and given an opportunity to be heard by the Board. Notification shall be by personal delivery, or by first class mail, postage prepaid.

14. No Other Amendments. This amendment is limited to those provisions as stated above. All other covenants, restrictions, and conditions contained in the original Declaration remain in full force and effect unless otherwise amended by a separate amendment.

15. Conflicts. In cases of conflict between the terms and provisions of the Amendment, and the terms and provisions of the Original Declaration, the terms and provisions contained in this Amendment shall prevail.

16. Provisions Severable. If any of the provisions of this Amendment or any section, paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the remainder of this Amendment, or the Original Declaration, and the application of any such section, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected.

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

IN WITNESS WHEREOF, the undersigned, as may be executed in counterparts, together which shall constitute the original, being the President and the Secretary of The Quailridge Townhome Condominiums Association, Inc. hereby certify that the Association has obtained the favorable consent for this Amendment to the Declaration as stated above.

Dated January 12, 2016

THE QUAILRIDGE TOWNHOME  
CONDOMINIUMS ASSOCIATION, INC.

By: Beth Meier  
President

By: Diana McHenry  
Secretary

STATE OF Colorado )  
 ) SS.  
COUNTY OF Jefferson )

The foregoing Amendment to the Declaration was acknowledged before me by  
Beth Meier as President of The Quailridge Townhome

Condominiums Association, Inc., a Colorado nonprofit corporation, on this 12<sup>th</sup> day of January 12 2016

**JEAN BAKER RONALD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154042626  
MY COMMISSION EXPIRES 10/30/2019**

[Signature]  
Notary Public  
My commission expires: 10/30/19

STATE OF Colorado )  
 ) SS.  
COUNTY OF Jefferson )

The foregoing Amendment to the Declaration was acknowledged before me by Barbara Mahoney as Secretary of The Quailridge Townhome Condominiums Association, Inc., a Colorado nonprofit corporation, on this 12<sup>th</sup> day of January 2016

**JEAN BAKER RONALD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154042626  
MY COMMISSION EXPIRES 10/30/2019**

[Signature]  
Notary Public  
My commission expires: 10/30/2019