

532023 09/11/1998 10:56A B1088 P120 M ALSDORF
1 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
APPLE GLEN TOWNHOMES

George H. Langworthy, Sr. ("Declarant") makes this FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF APPLE GLEN TOWNHOMES effective September 4, 1998.

Declarant is the owner of certain real property in the Garfield County, Colorado, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

Declarant has established a planned community residential development under the Colorado Common Interest Ownership Act, § 38-33.3-101, et seq., C.R.S., of Colorado.

NOW, THEREFORE, Declarant does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements of Apple Glen Townhomes as recorded September 19, 1997 as Reception No. 513860 of the Garfield County records as follows:

1. Paragraph I(A)(15) is amended to read as follows:

15. Points. "Points" are numerical figures assigned to each unit to fix the proportionate share of the total assessments levied by the Association to be borne by that Unit Owner. Points shall be allocated in proportion to the square footage of each Unit, not including exterior decks, stairways or open porches. The number of points assigned to each Unit is set forth in Exhibit B hereto. "Total Points" means the total of Points assigned for all Units in the Project. Exhibit B may be amended by Declarant without the necessity of obtaining written permission from Unit Owners or complying with the provisions herein for amendment of this Declaration by the filing of an amended Exhibit B with the Garfield County Clerk and Recorder as Phases of or Buildings within the Project are completed to add Units to Exhibit B. Provided, however, any such amendment to Exhibit B shall assign Points based on the relative square footage of each Unit to the total square footage of all Units then constructed in the Project.

2. Paragraph I(A)(19) is amended to read as follows:

19. Unit or Lot. "Unit," "Townhome Unit," "Lot" or "Townhome Lot" are interchangeable terms for the purposes of this Declaration. The terms mean a physical portion of the Project which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from this Declaration and the Map or Plat. Each Unit or Lot is shown on the Map and is identified thereon with an identification number. The fee simple interest and title to a Unit or Lot includes the real property shown on the Map or Plat, the physical improvements located thereon, and all other interests, rights and burdens created by this Declaration.

3. Paragraph III(B) is amended to read as follows:

B. Map. On substantial completion of construction of each Phase or Building of the Project, Declarant shall file in the records of the Garfield County Clerk and Recorder's Office a Map (the "Map"). Such Map is or such Maps are, after recording, incorporated herein by this reference. All references herein to the Map shall include all Maps for all Phases or Buildings filed of record and any amendments thereto. In addition to the requirements of § 38-33.3-209, C.R.S.,

135

31



532023 09/11/1998 10:56A B1088 P121 M ALSDORF
 2 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

the Map shall contain the certificate of a registered Colorado land surveyor or licensed architect, or both, certifying the Map substantially depicts the location and the vertical perimeters of the buildings, the Unit designations, the dimensions of the Units, the building number or symbol, and that such Map was prepared subsequent to substantial completion of the improvements. Any amendment to the Map shall set forth a like certificate when appropriate. In interpreting the Map, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries. Declarant reserves the right to amend or supplement the Map, from time to time, to conform the same according to the actual location of any of the constructed improvements, to establish, vacate and relocate easements, access road easements, and on-site parking areas, and to otherwise correct or conform the Map to reflect locations of improvements, additions, or changes in the Real Property which are consistent with and in accordance with the terms and provisions of the Declaration.

4. Paragraph III(D) is amended to read as follows:

D. Limited Common Elements. A portion of the Common Elements, the Limited Common Elements, is reserved for the use of the Owners of certain Units. The Limited Common Elements are allocated as shown on the Map. The Limited Common Elements shall include those described in Section III. K. of this Declaration, and shall also include any garages, parking spaces, storage closets, balconies, patios or yard areas, as allocated for the exclusive use of Owners and as identified on the Map. Such allocation may not be altered without the consent of the Unit Owners whose Units are affected.

5. Paragraph III(E) is amended to read as follows:

E. Description of a Unit or Lot.

1. Any instrument affecting a Unit or Lot may legally describe it in the following form:

Lot _____, Apple Glen Townhomes, pursuant to the Final Plat of Langworthy Subdivision recorded as Reception No. 513859, and the Map of Apple Glen Townhomes, Filing No. ____, recorded as Reception No. _____, and the Declaration of Covenants, Conditions, Restrictions and Easements of Apple Glen Townhomes recorded in Book 1034 at Page 802, of the records of Garfield County, Colorado.

6. Paragraph III(I) is amended to read as follows:

I. Unit or Lot Boundaries. The boundaries of a Unit or Lot shall be as shown on the Final Map of Apple Glen Townhomes. For all Buildings located within a Townhome Lot, all roofing, siding, sheathing, studs, lath, furring, wall board, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the structural or finished surfaces thereof are a part of the Unit. The common wall between two units shall be deemed divided equally in half vertically through its center and each half shall be deemed a part of and owned by the Unit adjacent to that half of the common wall as more particularly described on the Map. A Unit shall not be deemed to have an uppermost horizontal boundary or a lowermost horizontal boundary, as the Unit also includes and has ownership of the Townhome Lot associated therewith. Any shutters, awnings, window boxes, door steps, stoops, porches, balconies, overhangs, decks, patios and all exterior walls, doors and windows or other fixtures designed to



serve a single Unit within the Townhome Lot are deemed a part of and allocated to that Unit. All spaces, interior partitions and other fixtures and improvements located within the boundaries of a Unit are a part of the Unit.

7. Paragraph III(K) is amended to read as follows:

K. Garages and Parking Spaces. Garages within the Project for the exclusive use of a particular Unit shall be designated on the Map as garages appurtenant to certain Units. Other parking areas may be designated Common Elements. With regard to those parking areas not designated as appurtenant to certain Units, the Board shall maintain control thereof and shall have the right to assign and regulate the use of those parking areas. With regard to those garages designated as appurtenant to certain Units, such garages shall be Limited Common Elements for the exclusive use of the Owners of the Units to which those garages are appurtenant.

8. Paragraph V(F) is amended to read as follows:

F. Notices. Each Unit Owner shall be entitled to notice of any meeting at which such Owner has the right to vote. Notices of meetings shall be in writing and shall state the date, time and place of the meeting and shall indicate each matter to be voted on at the meeting which is known to the Association at the time notice of the meeting is given. Such notices shall be hand delivered or mailed not less than ten nor more than fifty days before the date of the meeting. Any notice shall be deemed given and any budget or other information or material shall be deemed furnished or delivered to a party at the time a copy thereof is deposited in the United States mail, postage or charges prepaid, addressed to the party, and in any event, when such party actually receives such notice, information or material. Any notice, information or material shall be deemed properly addressed to a Unit Owner if it is addressed to the name and address shown on the most recent written notice of name and address, if any, furnished to the Association by such Unit Owner or, if a name and address is not furnished, if it is addressed to the Unit Owner at the address of the Owner's Unit.

9. Paragraph V(I)(1) and (2) are amended to read as follows:

1. A quorum is deemed present throughout any meeting of the Association if persons entitled to cast two thirds of the votes which may be cast for election of the Board of Directors (the Unit Owners) are present in person or by proxy at the beginning of the meeting.

2. A quorum is deemed present throughout any meeting of the Board of Directors if persons entitled to cast a majority (more than 50 percent) of the votes on that Board are present in person or by proxy at the beginning of the meeting.

10. Paragraph VIII(J) is amended to read as follows:

J. Pet Restrictions. An Owner shall be absolutely liable to the Association and all other occupants for any unreasonable noise or damage to person or Property caused by an animal brought or kept on the Property by such Owner, members of his family or their guests. It is the absolute responsibility of each Owner to clean up after any animal which has used or damaged the Common Elements, Limited Common Elements, or any other portion of the Property in any manner. Owners and Lessees permitted to keep pets on the premises shall be subject to any Rules and Regulations adopted by the Board of Directors concerning the keeping of pets and the obligations of Owners in connection therewith.

532023 09/11/1998 10:56A B1088 P123 M ALSDORF
4 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

11. Paragraph VIII(P) is amended to read as follows:

P. Maintenance of Units and Common Elements. Except as set forth below, each Unit and all improvements, fixtures, furniture and equipment therein shall be kept and maintained by the Unit Owner in a clean, safe, attractive and sightly condition and in good repair. No structural alterations within any Unit or with respect to any Common Elements shall be made and no electrical, plumbing or similar work within any Unit (except minor repair work localized within the Unit not affecting these overall utility systems) shall be done without the prior written consent of the Association. The Association shall maintain, repair and replace the exterior surfaces of all Buildings (including windows), any outside landscaping located within the boundaries of a Townhome Lot, and all Common Elements and Limited Common Elements.

12. Paragraph XI(C) is amended to read as follows:

C. Responsibilities of Owners. Except for the exterior surfaces including windows, each Owner is responsible for providing all maintenance for his Unit at his own expense. For a Unit Owner such responsibility shall include, without limitation, maintenance of the walls, the interior surfaces of the walls, ceilings, doors and floors of the Unit and any finished or additional surfaces, decoration or materials, such as carpets, wallpaper, countertops, painting or staining, plug-in appliances and personalty of any kind in a Unit. Each Unit Owner is also responsible, at his own expense, for cleaning any balcony or patio adjacent to his Unit; all doors to his Unit; the interior faces of all glass surfaces of his Unit; all machines, attachments, installations and fixtures within his Unit; and any other facility or fixture constituting Limited Common Elements appurtenant to the particular Unit. A Unit Owner shall also be responsible for the costs of any maintenance to the Common Elements or another Unit which is necessitated by the Owner's negligence, as determined by the Board of Directors.

13. Paragraph XIII(C) is amended to read as follows:

C. Commercial General Liability Insurance. The Association shall obtain and maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements in the amount of at least \$1,000,000.00 for each occurrence, including bodily injury and/or property damage, insuring the Board of Directors, the Association, the management agent, and their respective employees, agents, and all persons acting as agents.



532023 09/11/1998 10:56A B1088 P124 M ALSDORF
5 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

14. Exhibit B is amended to read as follows:

**EXHIBIT B
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
APPLE GLEN TOWNHOMES**

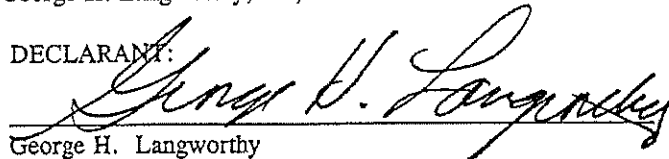
**POINT INTERESTS
(Common Expense Liability)**

<u>UNIT</u>	<u>SQUARE FOOTAGE</u>	<u>POINTS</u>
1-A	1686	14
1-B	1686	14
1-C	1274	11
1-D	1274	11
2-A	1274	11
2-B	1274	11
2-C	1686	14
2-D	1686	14
TOTAL	11840	100

15. All other parts of the original Declaration of Covenants, Conditions, Restrictions and Easements of Apple Glen Townhomes shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, George H. Langworthy, Sr., has executed this Declaration September 4, 1998.

DECLARANT:

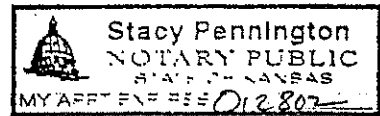

George H. Langworthy


STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 4 day of September, 1998, by George H. Langworthy.

Witness my hand and official seal.

My commission expires: 012802




Notary Public

532023 09/11/1998 10:56A B1088 P125 M ALSDORF
6 of 6 R 31.00 D 0.00 GARFIELD COUNTY CO

EXHIBIT A
TO
FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
APPLE GLEN TOWNHOMES

LEGAL DESCRIPTION

A parcel of land located in portions of Lot 1 in Section 6 and Lot 4 in Section 5, Township 6 South, Range 89 West of the 6th Principal Meridian, more particularly described as: Lot 11, according to the Final Plat of Langworthy Subdivision, recorded under Reception No. 513859, in the office of the Garfield County Clerk and Recorder,

City of Glenwood Springs
Garfield County, Colorado.