

FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
FOREST GLEN SECOND FILING - REPLAT C,  
A REPLAT OF FOREST GLEN SECOND FILING - LOT 45  
CITY OF BOULDER, COUNTY OF BOULDER,  
STATE OF COLORADO

This First Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Glen Second Filing - Replat C, a Replat of Forest Glen Second Filing – Lot 45, City of Boulder County of Boulder, State of Colorado (“First Amendment”) is entered into the date and year hereinafter set forth by Cunningham Farm, Inc., a Colorado corporation (“Declarant”).

WITNESSETH:

THAT, WHEREAS, a certain to Declaration of Covenants, Conditions, and Restrictions of Forest Glen Second Filing - Replat C, a Replat of Forest Glen Second Filing – Lot 45, City of Boulder County of Boulder, State of Colorado (the “Declaration”) was recorded on September 10, 2010, at Reception No. 03098074, in the office of the Clerk and Recorder of Boulder County, Colorado; and

WHEREAS, Section 13.4 of the Declaration permits amendment of the Declaration by execution of a written document by the Owners of not less than sixty-seven (67%) of the Units actually in existence at the time of said amendment; and

WHEREAS, the Declarant currently owns more than sixty seven percent (67%) of the Units actually in existence at the time of this First Amendment; and

WHEREAS, the Declarant desires to amend the Declaration as provided in this First Amendment.

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article 1 is hereby amended in its entirety to read as follows:

**ARTICLE 1 DEFINITIONS**

As used in this Declaration, unless the context otherwise requires, the terms hereinafter set forth shall have the following meanings:

**Section 1.1. Association.**

"Association" shall mean the homeowners association known as SPRING LEAF OWNERS ASSOCIATION, a Colorado Non-profit Corporation, its successors and assigns.

**Section 1.2. By Laws.**

"By Laws" shall mean any instrument designated as By Laws which is adopted by the Association for the regulation and management of the Association, including any amendments to said instrument.

**Section 1.3. Common Elements.**

"Common Elements" shall mean Outlots A, B, C and D, and all improvements located thereon, together with all roads, streets, fences, rights-of-way, and easements located within the Properties which are owned by the Owners as tenants in common, are required to be maintained by the Association or dedicated to the City of Boulder or the public but are to be maintained by the Association.

**Section 1.4. Common Expenses.**

"Common Expenses" means any expenditures, costs or expenses and all liabilities incurred by or on behalf of the Association for all of the Units, together with any allocation to reserves.

**Section 1.5. Common Expense Assessment.**

"Common Expense Assessment" means the assessment made against each Unit in the Properties by the Association for the Common Expenses.

**Section 1.6. Declarant.**

"Declarant" shall mean Cunningham Farms, Inc., a Colorado corporation, its successors or assigns, if such successors or assigns shall acquire any portion of the Properties described for the purpose of development and be designated by the Declarant or a successor Declarant by a duly recorded written instrument.

**Section 1.7. Declaration.**

"Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions of Forest Glen Second Filing - Replat C, a Replat of Forest Glen Second Filing - Lot 45, City of Boulder, County of Boulder, State of Colorado as may be amended from time to time.

**Section 1.8. Executive Board.**

"Executive Board" shall mean the Executive Board of the Association duly elected pursuant to the By Laws of the Association or appointed by the Declarant as provided in this Declaration.

**Section 1.9. First Mortgagee.**

"First Mortgagee" shall mean any person, corporation, partnership, trust, company, association, or other legal entity which owns, holds, insures, or is a governmental guarantor of a mortgage or deed of trust, which mortgage or deed of trust is a first lien encumbering a Unit or parcel within the Properties described.

**Section 1.10. Lot.**

"Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat or later amended plats of the Properties and which is subject to this Declaration, with the exception of the Common Elements, public streets, or other public property. Lot shall include any dwelling unit or structure constructed thereon.

**Section 1.11. Master Association.**

"Master Association " shall mean and refer to Forest Glen Recreational Association.

**Section 1.12. Master Declaration.**

"Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Forest Glen Recreational Association.

**Section 1.13. Member.**

"Member" shall mean all those who are members of the Association as provided in this Declaration.

**Section 1.14. Owner.**

"Owner" means the Declarant or other person or entity that owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation. The Declarant is the Owner of any Unit created by the Declaration until that Unit is conveyed to a third party.

**Section 1.15. Parking Space.**

"Parking Space" means and refers to any Parking Space located within Outlot B, all of which Parking Spaces shall be for the sole use of the Owners of Townhouses and their invitees and guests on a non-exclusive, first come, first served basis. The Association reserves the right, but not the obligation, to apportion use of the Parking Spaces to individual Owners of Townhouses. No Parking Space shall be used by any Owner of a Residential Lot or their invitees or guests.

**Section 1.16. Party Wall.**

"Party Wall" means each wall of a Townhouse which is built as a part of the original construction within the Properties and which wall constitutes the dividing wall between the living space of any other Townhouse.

**Section 1.17. Properties.**

"Properties" shall mean the entire real property and the improvements located thereon which is the subject of this Declaration, as more fully described on Exhibit A attached hereto.

**Section 1.18. Residential Lot.**

“Residential Lot” means any of Lots 1 through 6, Block 2 of the Properties and the residential dwelling and other improvements located thereon.

**Section 1.19. Security Interest.**

"Security Interest" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

**Section 1.21. Townhouse.**

“Townhouse” means any of Lots 1 through 6, Block 1 of the Properties and the improvements located thereon.

**Section 1.22. Townhouse Expenses.**

“Townhouse Expenses” means all expenditures, costs or expenses and all liabilities incurred by or on behalf of the Association solely for the Townhouses and not the Units as a whole, together with any allocation to reserves.

**Section 1.23. Townhouse Expense Assessment.**

“Townhouse Expense Assessment” means the assessment made against each Townhouse in the Properties by the Association for the Townhouse Expenses.

**Section 1.24. Unit or Units.**

“Unit or Units" means a Residential Lot or Townhouse within the Properties and which is subject to this Declaration. Unit shall include any structure constructed or contained thereon.

2. Section 4.16 is hereby amended in its entirety to read as follows:

**Section 4.16. Common Access Easement – Lots 3 and 4, Block 2.**

Lots 3 and 4, Block 2 of the Properties share a Common Access Easement as shown on the recorded plat for the Properties. Only the Owners of said Lots shall have the non-exclusive right to use said Common Access Easement. No Owner of either of said Lots shall obstruct the Common Access Easement. Each Owner shall be solely liable for the cost to maintain said Common Access Easement on each Owner’s Lot. In the event that an Owner damages the Common Access Easement on the other Owner’s Lot, said Owner shall be responsible to pay the cost and expense to repair the damage to the Common Access Easement on the other Lot. Failure of an Owner to pay for any damage caused to the other Owner’s Common Access Easement shall cause that Owner to be liable to the Association for an Individual Assessment and/or Fine as set forth in Section 7.8 hereof. Each Owner shall be responsible for snow removal, if desired, on each Owner’s portion of the Common Access Easement on said Owner’s Lot.

3. Section 7.4 is hereby amended in its entirety to read as follows:

**Section 7.4. Annual Assessment/Commencement of Common Expense Assessments and Townhouse Expense Assessments.**

(a) The Common Expense Assessment shall be made on an annual basis against all Units and shall be based upon the charges imposed on all Units within the Properties by the Master Association, together with the Association's advance budget of the cost requirements needed by it to provide for the administration and performance of its duties during such assessment year. Common Expense Assessments may be collected in the manner as determined by the Executive Board. Common Expense Assessments shall begin on the first day of the month after a Temporary or Permanent Certificate of Occupancy for a Unit is issued by the City of Boulder, Colorado.

(b) Within ninety (90) days after adoption of any advance budget or proposed budget, the Executive Board shall mail, by ordinary first class mail, or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of Owners to consider ratification of the budget within a reasonable time after mailing or other delivery of the summary. Unless at that meeting sixty-seven percent (67%) of the votes entitled to be cast by Owners of Units are cast to reject the budget, the budget shall be ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

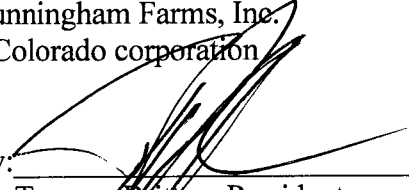
(c) Townhouse Expenses shall be assessed to each Townhouse as part of each Townhouse Expense Assessment. The Townhouse Expense Assessment shall be made on an annual basis against all Townhouses and shall be based upon the charges imposed on all Townhouses within the Properties by the Association's advance budget of the cost requirements needed by it to provide for the administration and performance of its duties to only the Townhouses during such assessment year. Townhouse Expense Assessments may be collected in the manner as determined by the Executive Board. Townhouse Expense Assessments shall begin on the first day of the month after a Temporary or Permanent Certificate of Occupancy for a Unit is issued by the City of Boulder, Colorado.

(d) Declarant shall pay all out of pocket Common Expenses and Townhouse Expenses incurred by the Association until such time as all Units are being assessed a Common Expense Assessment and/or a Townhouse Assessment.

**SIGNATURE TO FOLLOW ON NEXT PAGE**

IN WITNESS WHEREOF, the Declarant caused this First Amendment to be executed this 27 day of APRIL, 2011.

DECLARANT:  
Cunningham Farms, Inc.  
a Colorado corporation

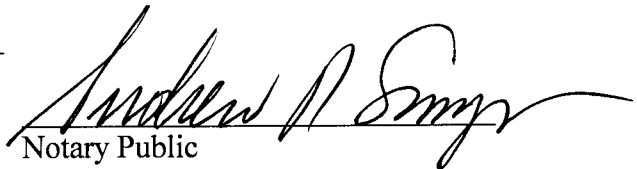
By:   
Terence Britton, President

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF BOULDER    )

The foregoing instrument was acknowledged before me this 27 day of APRIL, 2011, by Terence Britton, as President of Cunningham Farms, Inc., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 6/25/2011

  
Notary Public

