

FIRST AMENDMENT
TO DECLARATION OF
FAIRWAY GARDENS TOWNHOMES

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ROBERT SACK
ADAMS CO

THIS IS THE FIRST AMENDMENT TO the Declaration of Fairway Gardens Townhomes. The original Declaration is dated July 25, 1998 and was recorded in Adams County, Colorado on August 7, 1998 at Reception No. CO428571 Book 5424 Pages 962-1003. Declarant, Fitzsimmons Townhomes Ltd, a California Limited Partnership, is, at present, the record owner of at least sixty-seven (67%) per cent of the units of the Planned Community and makes the following amendments to the Declaration.

Section 3.11 Indemnification. To the full extent permitted by law, each officer and director of the Association shall be and are hereby indemnified by the Owners and the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer or director of the Association, or any settlements thereof, whether or not they are an officer or director of the Association at the time such expenses are incurred; except in such cases wherein such officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE 4
ALLOCATION OF MAINTENANCE RESPONSIBILITIES

Section 4.1 Owner Maintenance. Owners are responsible for the maintenance, repair and replacement of the Improvements and properties located within their Property boundaries. Specifically, Owners shall provide for all interior maintenance of all improvements constructed on or as a part of a Property and all fences located within their Property or located approximately on the boundary line of their Property. Owners shall be responsible for maintenance and repair of all exterior doors (except exterior painting) and of all windows, screens and other glass surfaces. The planes defined by the unit boundary lines on the plat or map for the Real Estate are designated as boundaries of each Property. Each Property includes the spaces and improvements lying within the boundaries described above, and also includes the utilities and utility meters and communications, television, telephone and electrical receptacles and boxes serving that Property exclusively, whether or not in the boundaries or contiguous to the Property, unless the same are maintained by a governmental agency or entity.

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Section 4.2 Association Maintenance. The Executive Board of the Association shall determine the specifications, scope, extent, nature, and parameters of the Association's maintenance responsibilities. The Association shall be responsible for:

(a) All exterior maintenance of the buildings including siding, roof and roof structure. The Association will not be responsible for maintenance and repairs of exterior doors (except exterior painting), windows, screens or other glass surfaces.

(b) All landscaping and other flora, signage, structure, entry signage and similar improvements situated upon the Common Elements and for the improvement, upkeep and maintenance, repair and replacement of certain or designated perimeter fences.

(c) Such portions of property included within the Real Estate as may be dictated by this Declaration in any contract or agreement for maintenance thereof entered into by the Association.

(d) Any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association, such property and facilities to be identified by written notice from the Declarant to the Association and to be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

(e) The improvement, upkeep and maintenance, repair and reconstruction of landscaped area in dedicated public right of way or public easements; or for the payment of expenses which may be incurred by virtue of agreement with or requirement of any local governmental authority, **the City of Aurora, Adams County** or other government authorities.

(f) Other property which it does not own, including, without limitation, conservation easements held by nonprofit entities, and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable.

(g) For such other maintenance and repair as set forth below or elsewhere in this Declaration.

Section 6.9 Architectural Approval Required. Improvements or any changes to each Property must first be approved by the Design Review Committee as set forth in this Declaration. Specifically, no structure, improvements, landscaping change shall be commenced, constructed, erected, placed or installed, unless first submitted