

AFTER RECORDING RETURN TO:

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**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE
BROWN HOMESTEAD CONDOMINIUM**

WHEREAS, Brown Homestead Condominium is a condominium community originally created by the following instruments recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado: "DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE BROWN HOMESTEAD CONDOMINIUM" recorded on February 18, 1977, in Book 363, at Pages 277-323 ("**Original Declaration**"), and map titled "Brown Homestead Condominium A & B," recorded November 9, 1979, in Plat Book 1 at Pages 184-186 ("**Original Plat**").

WHEREAS, the Original Declaration as amended, supplemented, and/or restated by additional instruments recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, are collectively referred to herein as the "**Declaration.**"

WHEREAS, the Original Plat has been amended and supplemented by additional maps recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado, and all of which are collectively referred to herein as the "**Plat**":

WHEREAS, the Owners desire to amend the Declaration as set forth in this THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE BROWN HOMESTEAD CONDOMINIUM ("**Third Amendment**").

NOW THEREFORE, this Third Amendment amends the Declaration as follows.

Section 1(f) "Unit or Condominium Unit" is hereby deleted in its entirety and replaced with the following language:

- (f) "Unit or Condominium Unit" means an individual air space within the horizontal and vertical boundaries designated on the Plat, and includes:
 - I. The interior finished surfaces of the exterior walls, ceilings and floors (such as lath, furring, wallboard, plasterboard, plaster, drywall, paneling, wallpaper, paint, carpeting, finished flooring, tiles, and any other materials constituting any part of the finished surfaces thereof)
 - II. all walls and improvements located entirely within a Unit that serve only that Unit.

In interpreting the Plat, the existing physical boundaries of each Unit as constructed shall be presumed to be its boundaries. All other portions of the walls, floors and ceilings are part of the Common Elements or are Limited Common Elements.

Section 1(g) "Common Elements" is hereby deleted in its entirety and replaced with the following language:

- (g) "Common Elements" means all of the Property and Buildings thereon, except Units and Limited Common Elements. Common Elements include, but are not limited to:
- I. Common Elements that are depicted on the Plat, including areas noted as "General Common Elements," "G.C.E." or "C.E."
 - II. The Property; and
 - III. The structural components of the Property (except for Decks), including but not limited to the foundations, columns, girders, beams, supports, floors, perimeter and supporting walls, roofs, stairways, and sidewalks; and
 - IV. The yards, gardens, driveways, stairways, parking areas, fire lanes and service roads; and
 - V. Any chute, flu, duct, wire, gas line, electric line, telephone line, plumbing, utility line, conduit, bearing wall, bearing column, or other fixture, whether it lies outside or partially within and partially outside the designated boundary of a Unit, that serves more than one Unit or that serves a portion of the Common Elements;
 - VI. Tanks, pumps, motors, fans, compressors, ducts and in general all equipment and apparatus that serves more than one Unit or that serves a portion of the Common Elements; and
 - VII. Utility rooms and storage areas that serve more than one Unit or that serve a portion of the Common Elements,
 - VIII. Outside trim and paint of exterior Unit windows and exterior Unit doors (exterior doors to include doors that open onto Decks and common building hallways); and
 - IX. All parts of a building that are in common use for that building, such as the building roof, siding, and utility meters; and
 - X. Water and sewer service lines up through and including the meter; and
 - XI. Utility service lines up through and including the meter, such as for gas, telephone and electric.
 - XI. All other parts of the Property installed for the benefit and necessary or convenient use of more than one Unit or a portion of the Common Elements.

If there is a conflict between whether an Improvement is a Common Element or a Limited Common Element, then the Improvement shall be deemed a Common Element and the Board shall have the authority to make this interpretation, which shall be final and binding on all Owners.

Section 1(h) "Unit or Condominium Unit" is hereby deleted in its entirety and replaced with the following language:

- (h) "Limited Common Elements" means those portions of the Common Elements that are limited to and reserved for the exclusive use of one Unit or less than all Units. Limited Common Elements include, but are not limited to:
- I. Limited Common Elements that are depicted on the Plat, including areas noted as "Limited Common Elements," or "L.C.E."; and
 - III. Decks, deck posts, balconies and patios (collectively, "Decks"); and
 - IV. Shutters, awnings, window boxes, doorsteps, stoops, porches, exterior doors (except exterior trim and paint) and windows (except exterior trim and paint); and
 - V. Any chute, flu, duct, wire, gas line, electric line, telephone line, plumbing, utility line, conduit, bearing wall, bearing column, or other fixture, whether it lies outside or partially within and partially outside the designated boundary of a Unit, that serves only one Unit; and
 - VI. Tanks, pumps, motors, fans, compressors, ducts, and in general all equipment and apparatus that serve only one Unit; and
 - VII. Utility rooms or other areas that serve only one Unit; and
 - VIII. All other parts of the Property and not heretofore mentioned, installed for the benefit of only one Unit.

Section 12 "Insurance" subsection (a), first paragraph, is hereby amended as follows:

12. **Insurance.**

- a. The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards ~~as the Board may deem desirable~~, for broad form covered causes of loss, and the total coverage must be for the full insurable replacement cost less applicable deductibles, and exclusive of land, excavations, foundations, and other items normally excluded from property policies. Such insurance shall cover the of the Common Elements and the Units those portions of the Unit improvements that are necessary in order to obtain a certificate of occupancy for that Unit from the applicable governing authority. Premiums for such insurance shall be common expenses. In addition, the

Board may obtain such other insurance in such amounts as the Board may determine to be appropriate and in the best interests of the Association.

Section 13 "Maintenance, Repairs and Replacements" subsection (a), first paragraph, is hereby amended as follows:

13. **Maintenance, Repairs and Replacements.** Except as provided below for the Limited Common Elements of breezeways, decks and patios, each Unit Owner shall furnish and be responsible for, at his or her own expense, all of the maintenance, repairs and replacements of improvements both within his or her own Unit and within any proprietary Limited Common Elements appurtenant to his or her Unit, including but not limited to the interior surface of walls, floors, ceilings and doors, windows, fixtures, appliances, individual central heating and air conditioning systems, pipes, ducts, electrical wiring and conduits, and floors, sub-floors, floor joists and ceilings, situated entirely within his own Unit and serving only his own Unit.

Owners shall additionally be responsible for promptly removing snow from the decks and patios that are appurtenant to their Units.

The Association shall otherwise be responsible for the maintenance, repair and replacement of breezeways, decks and patios as part of the common expenses notwithstanding that these are Limited Common Elements.

Section 20 "Amendment", is hereby deleted in its entirety and replaced with the following language:

20. **Amendment.** This Declaration and the Plat may be amended, supplemented, and/or restated upon the written approval of at least sixty-seven percent (67%) of the total owner votes.

An amendment to the Plat that changes unit boundaries and/or unit square footage shall not alter the percentages of ownership in Exhibit B absent the unanimous written approval of the owners.

The association may convey common elements and limited common elements to unit owners with the written approval of at least sixty-seven percent (67%) of the total owner votes.

The Second Amendment to the Original Declaration recorded at Reception No. 349820 is hereby ratified retroactive to June 19, 2002, the date it was recorded.

All other provisions of the Declaration shall remain unchanged and in full force and effect.

Any action taken by the Association and/or the Board of Directors prior to the effective date hereof shall hereby be ratified so long as such action was in conformance with either the Prior Declarations or this Third Amendment to the Declaration.

CERTIFICATION OF ADOPTION

The undersigned hereby certify that the Association has complied with C.R.S. § 38-33.3-217 (1)(a), effective January 1, 2006, by obtaining the written consent of the owners representing an aggregate ownership interest of at least sixty-seven percent (67%) of the Common Elements and the Association has complied with procedure set forth in C.R.S. § 38-33.3-217(b)(II) for first mortgage consent.

**Brown Homestead Condominium Association, Inc.,
a Colorado nonprofit corporation,**

By: _____
President

By: _____
Secretary

STATE OF _____)
COUNTY OF _____) ss.

The foregoing was acknowledged before me this _____ day of _____, 20____,
by _____ as president of Brown Homestead Condominium Association,
Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____
Notary Public

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing was acknowledged before me this _____ day of _____, 20____,
by _____, as Secretary of Brown Homestead Condominium Association, Inc.,
a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____
Notary Public