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County of Jefferson State of CO
Recorded IN 2701 598

DECLARATION

FOR

LAKWOOD GREEN

(A Planned Development in the City of Lakewood, Colorado)

This Declaration made this 22nd day of January, 1975, by GBM Corporation, a Colorado corporation, hereinafter called the "Declarant" or "Developer".

WITNESSETH:

THAT WHEREAS, Declarant is the owner of the real property referred to in Article II of this Declaration and desires to create thereon a planned development with open spaces and other common facilities for the benefit of the residents within the development; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of open spaces and other common facilities, and to this end, desires to subject the real property referred to in Article II together with such additions as may be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which shall be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated Lakewood Green Homes Association under the laws of the State of Colorado as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, uses, limitations, charges, obligations and liens (hereinafter for brevity called covenants and restrictions) which shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest therein, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Association" shall mean and refer to Lakewood Green Homes Association a Colorado corporation, not for profit.
2. "The properties" shall mean and refer to all such existing properties and the additions thereto as are subject to this Declaration or any Supplemental Declaration as is provided in Article II hereof.
3. "Common area" or "common properties" shall mean and refer to those areas of land identified (as either) on the recorded plat of the properties and intended to be devoted to the common use and enjoyment of the owner of the properties.

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4. "Site" or "building site" shall mean and refer to any lot or combination of contiguous lots or any combination of contiguous parts of lots on the properties which constitutes an individual residence site, title to which shall be owned in fee simple.
5. "Residence" shall mean the residence improvements constructed on a site.
6. "Real property interest" shall mean and refer to the site together with all of the improvements thereon and appurtenant rights thereto.
7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any site situated upon the properties.
8. "Member" shall mean and refer to all owners as provided in Article IX hereof.
9. "Declarant" shall mean GBM Corporation, a Colorado corporation, its successors and assigns.
10. "Assessment" means and includes expenses for maintenance, repair, operation and management of the common properties and other properties as provided in this Declaration.

ARTICLE II

Property Subject to this Declaration

1. Existing Property. The real property which is held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Colorado, and is more particularly described as follows:

Lakewood Green, Except Tract A, Jefferson County, Colorado

all of which real property shall hereinafter be referred to as "existing property".

2. Additions in Accordance with Plan. The lands adjoining the existing property which are approved by the City of Lakewood, Colorado, as part of the planned development, may, in part or in whole, be brought within the provisions of this Declaration in future stages of development. Such addition(s) may be annexed by Declarant under this Declaration upon the filing for record of a subdivision plat thereof which shall contain the certificate of the Declarant declaring such subdivision to be subject to all of the provisions of this Declaration (and any amendments thereto) without the necessity of filing of record a Supplemental Declaration, and the covenants and restrictions set forth in this Declaration (and any amendments thereto) shall thereby be extended fully to such annexed platted property. Declarant may cause to be recorded a Supplemental Declaration, the covenants, restrictions and other provisions of which may not be identical to those set forth in this Declaration. The common areas shown on the plat of the existing property and the additional property shall be devoted to the common use and enjoyment of the owners of the properties without the necessity of making reference thereto in the plat(s) or any other document, including deeds, deeds of trust, mortgages or instruments of conveyance.

ARTICLE III

Planned Development

The development and improvements of the existing property and the additions thereto shall be under the control of the Declarant according to the planned unit development zoning laws and regulations of the City of Lakewood, Colorado.

ARTICLE IV

Architectural - Aesthetic Control

1. No exterior additions or alterations to any exterior improvements or changes in fences, walls or other structures shall be commenced, erected or maintained until and unless the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure and the grading plan and finished grade elevations of the site to be built upon shall have been submitted to and approved by the Architectural Control Committee hereinafter identified, and a copy thereof as finally approved lodged permanently with said Committee. No landscaping on any site shall be done until a landscaping plan shall have been submitted to and approved by such Committee. Such Committee shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading and landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other improvement and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the residence structure or other improvement as planned on the outlook from the adjacent or neighboring property, and with the general residence plan of the properties. All subsequent additions to or changes or alterations in any residence, fence or the removal thereof, wall or other structure, including exterior color scheme and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the Architectural Control Committee.
2. Each improved building site and the common areas shall be landscaped with grass, shrubs, trees, or other landscaping by Declarant, and thereafter shall be maintained by the Association.
3. No exterior radio, short wave, television or other type of antenna shall be permitted except as approved by an individual license agreement approved by the declarant or subsequent Board of Directors of the Association.
4. No tanks of any kind, either elevated or buried, shall be erected, placed or permitted upon any site.
5. No clothesline or incinerators shall be permitted or maintained on any site, or on any part of the common properties.
6. All wood piles, storage piles, equipment, furniture, tools and other personal property shall be kept within the improved or fenced area (the patio) located at the rear of or side of (and being a part of) each site so that the same are concealed from view from any other sites, from any common area and from the private drives.
7. All exterior planting areas, except sunken patio areas, areas planted by the owners, and areas requested by owners for their own maintenance shall be maintained by the Association. Owners may request maintenance perpetually or on occasion of the excepted areas at an assessment to be determined by the Association.
8. No house trailer, tent, shack, detached garage, barn or outbuilding of any kind shall be permitted on a site.
9. No house trailer, camping trailer, boat trailer, hauling trailer, running gear, or boat or accessories thereto, truck of any type or van shall be parked, stored or maintained on any site, including the streets adjoining a site, unless the same is stored, parked or maintained wholly within the garage area of the improved site with the garage door in a closed position when the same are stored therein. This restriction shall not apply to commercial or other vehicles making business or service calls or deliveries to the residents or owners of the sites, to the Association, or contractors within the properties. Other vehicle parking regulation shall be in accordance with the By-Laws of the Association.

10. All garage doors shall be kept in a closed position so that the contents therein are concealed from view from any other sites, from any common area and from the private drive.

11. Declarant, its successors and assigns, and its employees, representatives, agents and contractors may maintain a business and sales office, construction facilities and yards, trucks, equipment, parking areas, model residences, display facilities, advertising signs and displays, and other developer's facilities reasonably necessary, appropriate or customarily used or required during the construction, development and sales periods.

12. Except as is otherwise provided herein, no signs of any kind shall be displayed to the public view on any site except one sign of not more than six (6) feet square advertising that site or real property interest for sale or rent.

ARTICLE V

Architectural Control Committee

1. An Architectural Control Committee is hereby established and is composed of the Board of Directors of the Association or at the discretion of the Board of Directors by an architectural committee composed of three (3) representatives appointed by the Board of Directors. No person acting in such capacity shall be entitled to compensation for services performed pursuant to this provision. The duties of the Board of Directors or the representatives making up the architectural committee are as is provided in Article IV and as is additionally provided in this Declaration.

2. The approval or disapproval of any request or submission as required by any provision of this Declaration, shall be required in writing. In the event said Board of Directors or its designated committee fails to approve or disapprove a submitted request and plan within sixty (60) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required.

ARTICLE VI

Easements

1. Reciprocal Easements. The roof overhang (and the appurtenant physical elements thereof) of each residence improvement may be constructed in such a manner so that the same are physically attached to the roof overhang or other parts of the improvements on the adjoining residence(s). Further, a roof overhang may be constructed in such a manner as to overhang a portion of an adjoining site(s) or improvements thereon. The space between the constructed exterior walls of adjoining residences may be enclosed with building material to the height of the roof overhang. Perpetual reciprocal easements for the continuance of, the maintenance and encroachment of such physical elements herein described shall exist both for the benefit of and the burden of the owners of such adjoining residences.

2. Platted Easements.

(a) The utility easements and rights-of-way as shown on the Plat of the existing property or additions are reserved for the purposes stated thereon.

3. Other Easements. An owner of a site whose rear or side fenced area or patio area encroaches, in part, on and over an adjoining site or common area shall have a perpetual exclusive right to use the same in connection with the ownership and use of his real property interest.

4. General.

(a) If a roof overhang or any part thereof or any other physical element referred to in this Article is destroyed or damaged by fire or other casualty, the owner thereof shall cause the same to be restored forthwith; subject, however, to the right of such owner to damages from another owner under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision in this Declaration, an owner who by his negligence or willful act causes damage to such elements shall bear the cost of restoration thereof, and any damages as provided by law. The right of any owner to contribution or damages from any other owner shall be appurtenant to the land and shall pass to such owner's successors in title.

(b) Declarant reserves for itself until it no longer has any ownership interest, the purchasers of the existing property and the purchasers of the additional property, the use of the easements set forth in this Article VI which are intended to and shall be for the benefit of all owners of sites which are a part of the properties, and no reference thereto need be made in any deed, instrument of conveyance or any other instrument, and reference is made to the provisions of Article VII of this Declaration. The encroachments and/or easements created and referred to in this Article are a part of the architectural design and residential plan of the properties and shall not be considered, determined or construed to be encumbrances for title or any other purposes.

ARTICLE VII

Description and Reservation

Every contract for sale, deed, lease, mortgage, trust deed, will or other instrument may legally describe a building site or real property interest by the lot number (as shown on the plat) and by reference to the plat filed for record. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect not only the site and the real property interest, but all appurtenant rights, benefits and burdens thereto as created by the provisions of this Declaration, and each such description shall be so construed. This provision shall apply to the properties as said term (the properties) is defined in this Declaration.

ARTICLE VIII

Insurance

(a) The Board of Directors or Managing Agent shall obtain and maintain, to the extent obtainable, the following insurance:

(1) Fire insurance with a minimum of extended coverage, vandalism and malicious mischief endorsements, insuring all building improvements and building units, but not including furniture, furnishings or other personal property supplied by or installed by unit owners, in the amount at least equal to 90% of full replacement value, without deduction for depreciation, and which shall contain a standard non-contributory mortgage clause in favor of each mortgagee of each unit, if any, which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear.

(2) Public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board and Managing Agent and each unit owner.

(b) All policies of public liability insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insured, including mortgagees. Duplicate originals of all policies and renewals thereof together with proof of payments of premiums shall be delivered to all mortgagees at least ten days prior to expiration of the then current policies. The insurance shall be carried in blanket form naming the Association as the insured, as attorney-in-fact for all of the unit owners, which policy or policies shall identify the interest of each unit owner.

(c) Prior to obtaining any policy of fire insurance or renewal thereof, the Board of Directors shall make a determination of the full replacement value of the entire improvements, without deduction for depreciation, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions of this Insurance paragraph. In no event shall the insurance policy contain a co-insurance clause for less than ninety (90) per cent of the full replacement cost.

(d) The insurance policy or policies shall name the Association as the insured, as attorney-in-fact for all of the unit owners. Insured property losses shall be adjusted with the Association.

(e) Unit owners may carry other insurance for their benefit and at their expense, provided that all such policies shall contain waivers of subrogation, and provided, further, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

(f) Insurance coverage on furnishings and other items of personal or other property belonging to an owner and public liability coverage within each unit shall be the sole and direct responsibility of the unit owner thereof, and the Board of Directors, the Association and the Managing Agent shall have no responsibility therefor.

ARTICLE IX

Association Membership

A prospective purchaser or person intending to acquire an interest in any of the properties may obtain a copy of the By-Laws of the Association upon written request to the Board of Directors of the Association. Every owner of a site shall be a member of the Association. The owner(s) of one site shall have one membership. The By-Laws of the Association shall provide that the owner of one building site shall be entitled to one vote at all elections and on all matters that may come before a meeting of the members. Membership shall be appurtenant to and may not be separated from ownership of the site. The site, the residence and the real property interest is subject to assessment by the Association.

ARTICLE X

Administration and Management of Association

1. Administration and Management. The administration and management of the properties shall be governed by Lakewood Green Homes Association, a Colorado corporation, not-for-profit. Until the date of the first annual meeting of the Association or until the properties which Declarant brings within the provisions of this Declaration have been fully completed or shall be evidenced by the issuance of a certificate of occupancy, whichever occurs last, the right, duties and functions of the Board of Directors of the Association shall be exercised by Declarant. Declarant's right to bring additional properties within the provisions of this declaration shall cease upon the completion of the construction of the improvements upon the last remaining building site.

2. Certificate of Identity. There shall be recorded by the President of the Association from time to time at the office of the Clerk and Recorder, Jefferson County, Colorado, a Certificate of Identity which identifies by name and address the persons then comprising the management body (Directors and Officers) and the mailing address of the Association. Such Certificate shall be conclusive evidence of the facts therein contained as to any person relying thereon in good faith regardless of time elapsed since date thereof. The first such Certificate shall be recorded on or before February 1, 1975.

ARTICLE XI

Property Rights in The Common Properties

1. Easements of Use and Enjoyment. Every owner shall have a perpetual, non-exclusive right and easement in common with all of the other owners of the use and enjoyment in and to the common properties, and such easement shall be appurtenant to and shall pass with the title to every site by virtue of such ownership. The provisions herein shall be appurtenant to the land and shall pass to such owner's successors in title.
2. Title to Common Properties. Declarant hereby covenants, for itself, its successors and assigns, that it will convey all submitted common properties to the Association, free and clear of all liens and encumbrances. The Declarant shall convey the submitted common properties to the Association prior to the first or initial conveyance of a building site and real property interest.
3. Extent of Rights. The rights and easements of use and enjoyment of the common properties created herein shall be subject to the following:
 - (a) The right of the Association as provided in its By-Laws, to suspend the rights of any owner to the use and enjoyment thereof for any period during which any assessment remains unpaid, and further, for a period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
 - (b) The right of any owner to delegate such right of use and enjoyment to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE XII

Maintenance and Insurance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each site owned by it within the properties, hereby covenants and each owner of any site by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association annual assessments or charges. The annual assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.
2. Purpose of Assessments.
 - (a) Common Properties. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties, and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and

enjoyment of the common properties and easement areas including, but not limited to, the payment of taxes and insurance thereon, repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

(b) Exterior Maintenance. In addition to maintenance upon the common properties, including the easement areas, the Association shall have the exclusive right and duty to provide all of the materials and labor for exterior maintenance of the real property interest including, but not limited to, painting, care of roofs, downspouts and general exterior building surfaces, and the maintenance of trees, shrubs, grass, and other exterior site improvements, but not including walks, porches, steps, driveways, or the areas within any fenced or patio area. In the event an owner fails, neglects or refuses to maintain such excluded improvements, the Association shall give the owner thirty days notice to repair the same, and if not repaired, the Association shall cause the same to be repaired at the expense of the owner. No owner may perform the maintenance provided herein to be done by the Association without the written consent of the Architectural Control Committee or Board of Directors.

(c) Insurance. The annual insurance premiums for fire and other hazard coverage and liability insurance, as set forth in Article VIII, shall be divided equally by the number of individual units insured and made a part of the annual assessment.

3. Basis and Payment of Assessments.

(a) The annual assessment with respect to each real property interest within the properties shall be estimated by the Board of Directors prior to the first conveyance of the first real property interest and the assessment shall be payable in advance in equal monthly installments. The assessments made shall be based upon the estimated cash requirements deemed to be such aggregate sum as is determined to be paid by all of the owners in order to provide for payment of all estimated expenses consistent with the purposes set forth in this Declaration including any deficit and shall be due and payable in equal monthly installments.

(b) The Board of Directors shall determine from time to time during the course of an ensuing year whether a deficit surplus exists or will result based upon its current estimate and shall make appropriate revision thereof. A deficit shall be borne by all owners and shall be reflected in the revised monthly installments to be paid by all of the owners.

(c) Monthly installments shall be due and payable on or before the tenth (10) day of each month. The Board of Directors is empowered to assess a monthly late charge of not more than ten (10) per cent of the amount of each delinquent installment.

4. The assessments for residential sites shall be fixed at a uniform rate based upon the estimated or projected costs and expenses attributable thereto.

5. The annual assessment (or revised assessment, including any deficit) and other separate charges provided in this Declaration (for brevity hereinafter referred to as "assessment") shall be a charge on the entire real property interest of each owner and shall be a continuing lien upon such real property interest against which each assessment is made, and such continuing lien shall be superior to all other liens and encumbrances, except only for (i) tax and special assessment liens on the real property interest in favor of Jefferson County, Colorado or any assessing unit, and (ii) all sums unpaid on a first mortgage or deed of trust of record, including any unpaid obligatory sums as may be provided by such encumbrance.

Upon failure of an owner to pay one or more monthly installments of the annual assessment, the Board of Directors of the Association shall prepare a written Notice of Lien setting forth the amount of such unpaid indebtedness, the name of the owner and a description of his real property interest. Such Notice shall be signed by one member of the Board of Directors or an officer of the Association, and shall be recorded in the Office of the Clerk and Recorder of Jefferson County, Colorado. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may thereafter be enforced by the foreclosure of the defaulting owner's real property interest by the Association in like manner as a mortgage on real property subsequent to the recording of the Notice of Lien. In any such Notice of Lien proceedings the owner shall be required to pay the Association's costs, expenses and attorney's fees incurred for filing the lien, and in the event that a foreclosure proceeding is subsequently brought, the Association's additional costs, expenses and the amount incurred for reasonable attorney's fees (but not less than the amount recommended by the Denver Bar Association for attorney's fees according to the then current published and recommended fee schedule for foreclosure proceedings through Court) shall be paid by the owner. The owner of the real property interest being foreclosed shall be required to pay to the Association the subsequently accrued and accruing monthly installments (assessments) during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the real property interest at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same.

Any encumbrancer holding a lien on a real property interest may pay, but shall not be required to pay, any unpaid assessments payable with respect thereto, and upon such payment encumbrancer shall have a lien on such real property interest for the amounts paid of the same rank as the lien of this encumbrance.

Upon request of a mortgagee, the Association shall report to the mortgagee of a real property interest any unpaid assessment installment remaining unpaid for longer than twenty-five (25) days after the same is due.

6. Owners' Personal Obligation for Payment of Assessments. The amount of the assessment shall be the personal and individual debt of the owner thereof. No owner may exempt himself from the liability for the assessment by waiver of the use or enjoyment of any of the common properties or by abandonment of his real property interest. In the event of default in the payment of an assessment installment, the owner shall be obligated to pay to the Association interest at the rate of ten (10) per cent annum of the amount of the installment from due date thereof, together with all costs and expenses, including attorney's fees, incurred together with such late charges as is provided by the By-Laws of the Association. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

7. Assessment Certificate. The Association shall, upon request of any owner, mortgagee or contract purchaser, issue its certificate executed by an officer or agent of the Association certifying whether or not assessment installments with respect to any site or real property interest have been paid or if they are in arrears, or, if in arrears, the total amount owing as of the date of the certificate. The Association shall be entitled to collect a fee not to exceed \$5.00 for the issuance of any such certificate. Such certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

ARTICLE XIII

General Conditions, Stipulations and Protective Covenants

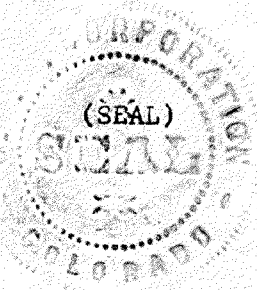
The following general conditions, stipulations and protective covenants are hereby imposed upon all sites.

1. The development and improvement of the existing property and the additions thereto, and the permitted use of such properties shall be according to the approved planned unit development zoning laws and regulations of the City of Lakewood, Colorado.

2. Except for the business of the Declarant in connection with the development of the properties, no trade, business or activity shall be conducted, carried on or practiced on any site or in a residence or improvement constructed thereon, and the owner of said site shall not suffer or permit any residence or improvement erected thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the value of any residence, apartment or other improvement.
3. No animals, livestock, horses or poultry of any kind shall be raised, grown, bred, maintained or cared for upon any site. Further, an owner of any site may maintain, keep and care for domestic, household pets only as is provided by the By-Laws of the Association.
4. The covenants and restrictions and other provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns until September 1, 2005, after which time the same shall be automatically extended for successive periods of ten (10) years unless at any time after five (5) years from the date hereof an instrument signed by the then owners and their mortgagors, if any, of 75% of the sites has been recorded, agreeing to amend said covenants and restrictions in whole or in part; provided, however, that no such agreement to amend shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed amendment is sent to every owner at least ninety (90) days in advance of any action taken; provided further, that no amendment shall adversely affect the title or rights or interest of any owner in his site, his residence, real property interest, common area and other appurtenant rights in the properties.
5. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.
6. Enforcement of these covenants, restrictions, and other provisions shall be by the Association or by an owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation and/or to recover damages, and against the land to enforce any lien created by these covenants. The omission or failure of the Association or any owner to enforce any covenant or restriction set forth in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.
7. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
8. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration
this 22nd day of January, 1975.

G B M Corporation



By *C. W. Reitler*
C. W. Reitler

ATTEST:

Betty Ann Pogue
Betty Ann Pogue, Secretary

STATE OF COLORADO)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this 22ND
day of JANUARY, 1975, by C. W. Reitler, President, and Betty Ann
Pogue, Secretary of G B M Corporation, a Colorado corporation.

Witness my hand and official seal.

My Commission expires: January 29, 1977

Jack W. Howell
Jack W. Howell, Notary Public

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AMMENDMENT TO DECLARATION

LAKWOOD GREEN

RECORDED BOOK 2701, PAGE 598

Jefferson County Records

The following additional paragraph is hereby made a part of the above described declaration:

ARTICLE XIV

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes or garages upon the properties and placed on a dividing line between the sites shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.
3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.
6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be arbitrated in Lakewood, Colorado in accordance with the rules of the American Arbitration Association. The decision of such arbitrations shall be final, binding and conclusive on all parties thereto. The expense of such arbitration (exclusive of attorneys' fees) shall be paid proportionately by the parties of such arbitration.

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IN WITNESS WHEREOF, Declarant has duly executed this amendment of Declaration this 5th day of February, 1975.



G B M CORPORATION

By *C. W. Reitler*
C. W. Reitler

ATTEST:

Betty Ann Pogue
Betty Ann Pogue, Secretary

STATE OF COLORADO)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this 5th day of February, 1975, by C. W. Reitler, President, and Betty Ann Pogue, Secretary of G B M Corporation, a Colorado Corporation.

Witness my hand and official seal.

My Commission expires: January 29, 1977

Jack W. Howell
Jack W. Howell, Notary Public

23.00

AMENDMENT TO DECLARATION

LAKWOOD GREEN

RECORDED BOOK 2701, PAGE 598

JEFFERSON COUNTY RECORDS

The following additional paragraph is hereby made a part of the above described declaration:

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ARTICLE IV

13. No exterior mounted solar system or other type of solar system, which is higher than the peak of the roof, or mounted in such a fashion as to be raised from the surface of the roof more than a maximum of nine (9) inches shall be permitted; nor shall any solar system be permitted which is visible from any other site, or visible from any common area and from the streets. Any solar system must comply with this Article IV, paragraph 1.

IN WITNESS WHEREOF, Declarant has duly executed this Amendment of Declaration this 24th day of August 1984.

LAKWOOD GREEN HOMES ASSOCIATION

By Robert R. Forester
ROBERT R. FORESTER
President, Board of Directors


ATTEST:

Charles J. Schroer
CHARLES J. SCHROER
Secretary, Board of Directors

STATE OF COLORADO)
County of Jefferson)

The foregoing instrument was acknowledged before me this 24th day of August, 1984, by Robert R. Forester, President, and Charles J. Schroer, Secretary of Lakewood Green Homes Association.

Witness my hand and official seal.
My Commission expires:
My Commission Expires Nov. 17, 1985


[Signature]
Notary Public
7200 W Alameda, Lakewood, Colo.