

**THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR**

BROOKWOOD HOMEOWNERS ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("2011 Declaration") is made and entered into this _____ day of _____, 2011 by the owners of lots according to the plat map within the Brookwood Subdivision, in Mesa County, Colorado The name of the Colorado Non Profit Corporation is Brookwood Homeowners Association. The principal address of the Brookwood Homeowners Association, P.O. Box 40241, Grand Junction, CO 81504.

I RECITALS

A. The developer of the Brookwood Subdivision rendered a Declaration of Covenants, Conditions and Restrictions at Reception 1297666. Later Amended and Restated Covenants, Conditions and Restrictions were recorded in Book 1743 beginning at page 724 on May 25, 1989.

B. The Owners now desire to make certain changes to the Declaration, and have decided that it will be less confusing if the entire Declaration is to be replaced by this Second Amended and Restated Declaration (hereinafter "2011 Declaration").

C. This 2011 Declaration is adopted pursuant to and governed by the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101.

NOW, THEREFORE, The Owners hereby declares that these Covenants, Conditions and Restrictions (hereinafter "2011 Declaration") shall apply to the owners of lots within and the Subdivision and the Brookwood Homeowners Association as set forth herein. All of the lots and other portions of the real property that is a part of the Brookwood Subdivision shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the title to all Lots in the Subdivision and all Common Area in the Brookwood Subdivision, and shall be binding on all parties having any right, title, or interest in any Lot, common area, or other portion of said Subdivision and the respective heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each Lot Owner of said Subdivision.

**ARTICLE I
DEFINITIONS**

Section 1.1. "Association" or "HOA" shall mean and refer to Brookwood Subdivision Homeowners Association, a Colorado non-profit corporation, its successors and assigns.

Section 1.2. "Property" or "Lot" shall mean and refer to the Lots in the Brookwood Subdivision, according to the Plat recorded (among the real property records of Mesa County, Colorado at Reception No 1297666) of the Brookwood Subdivision and all lands and Common Area owned by the Association and such additional land as may hereinafter be subjected to this 2011 Declaration.

Section 1.3. "Common Area" shall mean and refer to all land now or hereinafter owned and

maintained by the Association to include the RV Parking area.

Section 1.4 "Member" shall mean and refer to each Owner of a Lot in the Subdivision. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a parcel.

Section 1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a parcel.

Section 1.6 "Common Expenses" shall mean the Owner's *pro rata* share of the expenses necessary to implement this 2011 Declaration, including, but not limited to, the costs to maintain and repair and/or reconstruct the Common Area (as defined herein), the other structures, appurtenances and improvements in or benefitting the Subdivision, drainage and recreation easement areas, ditches, management costs, reserves, capital improvements, assessments, and all other charges which the Association may lawfully levy upon the Owners in accordance with this 2011 Declaration.

Section 1.7 "Neighborhood Review Board" or "NRB" shall mean the building and design committee appointed by the Board of Directors of the HOA, for the control of architectural style and construction in accordance with this 2011 Declaration.

Section 1.8 "Water" means irrigation water run-off and storm drainage waters coming onto or leaving any Common Area; and all water and water rights owned by the Association.

Section 1.9 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the By-laws of the Association.

Section 1.10 "By-laws" shall mean the By-laws adopted by the Association, as amended from time to time.

Section 1.11 "Dwelling" or "Residence" or "Lot" shall mean and refer to one principal residential structure on a Lot.

Section 1.12 "Declaration" shall mean and refer to this 2011 Declaration of Covenants, Conditions, and Restrictions, as the same may be amended from time to time.

ARTICLE II

PROPERTY TO BE SUBJECTED TO THIS 2011 DECLARATION

Section 2.1. Real Property Subject to Declaration. All of the real property platted (plat map attached) as the Brookwood Subdivision or thereafter acquired by the Association. Each of the Lots thereon and the Common Area(s) shall be transferred, held, sold, conveyed, and occupied subject to this 2011 Declaration.

Section 2.2. Conveyances Subject to 2011 Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this 2011 Declaration shall be deemed to be covenants appurtenant to and running with the land, and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the Property, and their respective heirs, successors, representatives or assigns.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREAS

Section 3.1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable fees for any recreational facility or parking situated upon the Common Area and to regulate the time and circumstances wherein Owners may use recreation facilities.
- (b) The right of the Association to promulgate and publish rules and regulations with which each Member shall strictly comply.
- (c) The right of the Association to suspend use of the common area when any assessment remains unpaid for thirty days or for any infraction of its adopted rules and regulations.
- (d) The right of the Association to close the use of the Common Area while maintaining or repairing thereto.
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members voting at a meeting of the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 67% of the Members has been recorded.
- (f) Any and all rights reserved by the deed conveying the Common Area to the Association.

Section 3.2. Declaration of Use. Any Owner may delegate, in accordance with the Bylaws, his right to the Common Area to the members of his family, tenants, or contract purchasers who reside on the Property.

Section 3.3. Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Lot encroaches or shall hereafter encroach upon the Common Area, or upon an adjacent Lot, the Owner of that Lot shall and does have an easement for such encroachment and for the maintenance of same. Such easements for encroachments shall not be considered to be encumbrances either on the Common Area or on a Lot.

Section 3.4. Easements upon Lots for Repair, Maintenance, Utilities and Emergencies. An easement is granted to the Association to enter in, onto, above, across or under the Common Area, or any Lot, to perform the duties of maintenance, repair and replacement with respect to any Lot, the Common Area, or any utilities lying therein or thereunder. A nonexclusive easement for ingress and egress is hereby granted to emergency agencies or person servicing the property in the performance of their duties. The Board of Directors has the

right to grant permits, licenses and easements over, in or under the Common Area for utilities, roads and other purposes reasonably necessary.

Section 3.5 Authority The Board of Directors or its agents is granted the authority to use such reasonable force as is necessary to gain entry onto the Lot in the event of an emergency, if no other means of entry are available in view of the circumstances. The Association shall bear the full responsibility and expense of all damages incurred to the Lot and/or Common Area because of such forcible entry.

Section 3.6 Damages Any damage to the interior or any part of a Lot, resulting from the maintenance, repair, emergency repair shall be paid for as part of the Association Expenses by all of the Owners. No diminution or abatement for Annual Assessments for common expenses shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, or governmental authority. Restoration of the damaged improvements shall be the same as the condition in which they existed prior to damage. Notwithstanding the foregoing, if any such damage is the result of the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs of such repairing such damage.

Section 3.7 Easements Deemed Appurtenant. The easements, uses and rights herein created for an Owner shall be perpetual and appurtenant to the Lot of that Owner and all conveyances or any other instruments affecting title to a Lot shall be deemed to grant and reserve the easements, uses and rights as are provided for herein, even though no specific reference to such easements, uses and rights appear in any such conveyance.

Section 3.8. Common Area. The Association shall be responsible for the maintenance of the common area.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 4.1. General Purpose and Powers. The Association through its Board of Directors shall perform, function, and manage the Brookwood Subdivision as provided in this 2011 Declaration and the Members of the Association. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designations and management.

Section 4.2. Board of Directors. The affairs of the Association shall be managed by a Board of Directors which may by resolution delegate any portion of its authority to a Managing Agent for the Association as more fully provided for in the By-laws, provided no such delegation shall relieve the Board of final responsibility.

Section 4.3. Membership. By acceptance of a deed to a Lot in the Subdivision, each Owner shall become a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Upon the sale or transfer of a Lot by an Owner, the Seller's or transferor's membership shall terminate and shall automatically be transferred to the purchaser or transferee.

Section 4.4. Voting Rights. The Owners of any Lot shall be entitled to one vote for each Lot owned upon matters subject to vote by the Members. In no event shall more than one vote be cast with respect to any Lot. If the Owners of a Lot cannot timely decide, no vote shall be cast.

Section 4.5 Owners Responsibility It is the responsibility of each owner to notify the Board of Directors of their current mailing address and contact information.

ARTICLE V **ASSESSMENTS AND BUDGET**

Section 5.1. Purpose of Assessments. The Annual assessments levied by the Association shall be used to promote recreation, health, safety, and welfare of the residents in the Property, and for the improvement and maintenance of the Common Areas, and for such other purposes as may be set forth in the By-laws, rules or regulations of the Association as follows:

- (a) To acquire, maintain and operate property for public services and recreational purposes;
- (b) To do any other thing necessary or of general benefit to the subdivision including (but not by way of limitation) the following:
 - (i) All maintenance of Common Areas, within the boundaries of the Property including the implementation of an automatic sprinkler system and the purchase of water rights.
 - (ii) Enforcement of restrictions imposed on the use of land and improvements within the Property.
 - (iii) Obtaining insurance, legal services, financial services and all other services necessary to properly conduct the business of the Association.

Section 5.2. Basis of Assessment.

- (a) Budget and Annual Assessments:
 - (i) The fiscal year shall be from January 1 through December 31.
 - (ii) The Board shall adopt a budget and set a date for a meeting. The budget must be presented to the members. The budget shall be posted on the website and the community bulletin board as well as printed.
 - (iii) If the proposed budget is vetoed, the prior budget is the approved budget until the subsequent budget is not vetoed by the Lot Owners.
 - (iv) Regular Annual assessments shall be paid in a single annual installment due no later than Jan 2nd. Notice shall be given not less than ten (10) days or more than thirty (30) days prior to the due date. Assessments not paid when due shall be delinquent, and shall accrue fees, and interest upon the delinquent amount at the interest rate set by the Board, and in absence of such a rate, of eighteen percent (18%) per annum.
- (b) Non-Exemption. No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Area or by the abandonment of his or her Lot.

Section 5.3. Omission. The omission or failure of the Board of Directors to propose a budget or to fix the assessment for any period shall not be deemed a waiver, modification, or release of the Owners from their obligations to pay.

Section 5.4. Creation of Lien for Personal Obligation for All Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association regular (annual) assessments and other charges and special assessments (collectively "assessments" unless the context requires otherwise) to be established and collected as provided herein. Assessments, together with interest, costs, fines, fees and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lots against which such assessment is made.

Section 5.5. Special Assessments for failure to abide by this 2011 Declaration In the event that the Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon in a manner satisfactory to Board or in light of this 2011 Declaration, the Association shall have the right, to enter upon said parcel and to repair, maintain and restore the same and the exterior of the buildings and any other improvements erected thereon in the manner contemplated by the above provisions. The cost of such work shall thereupon be added to and become part of the annual assessments to which such Lot is subject as aforesaid and shall likewise be a lien on such Lot, which assessment may be collected as provided in this 2011 Declaration or C.R.S. 38-33.3-313.

Section 5.6. Special Annual Assessments. If at any time during the fiscal year the annual assessment proves inadequate for any reason, including non-payment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy. The special assessment shall be assessed to the Owners by dividing the total estimate by the total number of Lots in the Subdivision and assessing the resulting amount to the Owner of each Lot, such special assessment to be paid in installments or a lump sum as the Board shall determine by the due date specified in the assessment levy notice. Notice of special assessment shall be given to the Owner of each Lot by regular mail according to the address of such Owner shown on the records of the Association. Special assessments pursuant to this Section and the preceding Section not paid when due shall be delinquent, and shall accrue interest upon the delinquent amount set by the Board, or if not set, at the rate of eighteen percent (18%) per annum until paid.

Section 5.7. Enforcement. In the event any assessment, special assessment, fine, fee, costs or other money owed by an Owner pursuant to any provision of this Declaration is not paid when due, the Association will give written notice to an Owner by delivering it either personally or by certified mail, return receipt requested, and may enforce payment of such obligation by any or all of the following remedies:

- (a) For any assessment payable in installments, the Association may elect to accelerate and declare immediately due and payable the remaining balance of such assessment;
- (b) The Association may bring a suit at law to collect the delinquent assessments, including any accelerated assessment. Any judgment rendered in such action shall include a sum for costs of suit, including reasonable attorneys' fees;
- (c) All delinquent assessments shall be and constitute a lien on the delinquent Owner's Lot from the date of delinquency, which lien shall bind the Owner and his heirs, devisees, personal representatives, assigns and successors in interest and shall burden title to the Lot. At any time following delinquency in the payment of any assessment, the Board may prepare and record in the Mesa County, Colorado Clerk and Recorder's Office a certificate claiming and giving public notice of such lien, which certificate shall state the name and address of the delinquent Owner, the legal description of the Lot subject to the lien, the amount claimed due, and that the claim of lien is made

pursuant to this Declaration. Nothing contained herein, however, shall be or constitute a limitation upon any other remedy, whether pursuant to statute or in equity, available to the Association;

(d) The lien for assessments provided in this section shall only be subordinate to the lien of any Mortgage or Deed of Trust if mandated by Colorado law. However, the lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado. The lien for assessment shall remain in full force notwithstanding the sale or transfer or any Lot subject to the lien; provided, however, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure shall extinguish the lien for such assessment only as required by C.R.S. 38-33.3-316,. However, no sale, transfer or foreclosure proceeding brought by the holder of any Deed of Trust or mortgage shall extinguish the personal obligation of the Owner for delinquent and unpaid assessments.

ARTICLE VI

NEIGHBORHOOD REVIEW

Section 6.1. Purpose. In order to preserve and maintain the natural beauty of Brookwood Subdivision and its setting. To protect and promote the value of the Property, exterior design, and use of all new development and additions, changes, substitutions and alterations to existing use.

Section 6.2. Objectives. Neighborhood review shall be directed towards attaining the following objectives for Brookwood as stated in 6.1

Section 6.3 Approval Members shall get prior approval for permanent or temporary structures, including but not limited to antennae, fences, sheds and paint colors of house and roof.

Section 6.4. Appointment of Neighborhood Review Board. The NRB shall consist of a person or persons to be appointed by the majority of the Board.

Section 6.5 Resolution In the event that unapproved changes were made and complaints filed the Board of Directors has the authority to resolve the issue.

Section 6.6 Liability of Officers and Directors. To the fullest extent provided by law, the officers and directors of the Association shall not have personal liability to the Association nor to any Member or Lot Owner, or any third party, including liability for tort or breach of fiduciary duty, when acting in their official capacity as an officer or director on behalf of the Association.

ARTICLE VII

INSURANCE

Section 7.1 Association Insurance. The Association shall obtain and maintain the following insurance:

- (a) Property insurance on the Common Areas against casualty loss or damage to all property owned or leased by the Association;
- (b) Commercial general liability insurance with deductible amounts and coverage as required

by law.

(c) Workmen's compensation coverage for employees.

(d) If the insurance described in this section is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners.

(e) Insurance policies carried pursuant to this section must provide that:

(i) Each Owner is an insured person under the policy with respect to liability arising out of such unit owner's interest in the common elements or membership in the Association;

(ii) The insurer waives its rights to subrogation under the policy against any unit owner or member of his household;

(iii) No act or omission by any unit owner, unless acting within the scope of such unit owner's authority on behalf of the association, will void the policy or be a condition to recovery under the policy; and

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same risk covered by the policy, the association's policy provides primary insurance.

(f) Such other insurance as the Board may deem desirable for the benefit of the Association or its Members.

Section 7.2 Dispute Resolution. In the event of any dispute involving the Association and a Member, the Member is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Member requests a meeting with the Board, the Board shall make a reasonable effort to comply with the Member's

ARTICLE VIII

PROTECTIVE COVENANTS

Section 8.1. Limitation on Activities. Nothing shall be done or permitted on any Lot which will violate any Local, City, County, State or Federal Laws and ordinances.

Section 8.2 Lot Usage Only single family detached dwellings not less than 900 square feet and not to exceed two stories in height; private garages for not more than three (3) cars; outbuildings limited to eight (8) feet in height, that are directly incidental to residential use, shall be erected, altered, placed or permitted to remain on Lot.

Section 8.3 Pets. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on

any Lot except dogs, cats or other common household pets. No animals will be kept, bred or maintained for commercial purposes or in unreasonable numbers and no animal or fowl may be kept on any Lot which result in annoyance or are obnoxious to the residents in the vicinity. No more than six (6) in a combination of dogs and cats may be kept as household pets. All pets shall be under the control of their owner. Pursuant to local, City and County regulations. Each Lot Owner is responsible for each pet and shall control, clean-up and properly dispose of all pet waste.

Section 8.4. Restriction on Walls, Fences, Planters and Hedges. No wall, fence, planter or hedge in excess of 4 feet in height shall be erected or maintained nearer to the front Lot line than the front building setback line. No front, side, or rear fence, wall, or hedge shall be more than 6 feet high.

Section 8.5 Sight Lines or Corner Lots. No object or thing shall be placed or planted on corner Lots which obstruct sight lines at elevations between 2 feet and 6 feet above the top of the street curb within a triangular area formed by the junction of the street and curb lines and a line connecting them at a point 25 feet from the junction of such street curb lines or extensions thereof.

Section 8.6 Restriction Relating to Drainage. Nothing shall be done or permitted by the Owner or Occupant, as the case may be, which would block, divert, or channelize the natural flow of drainage water across any Lot.

Section 8.7. Restriction of Signs. Except for the sole purpose of advertising for sale or rent then no commercial sign, advertisement, billboard or advertising structure of any kind shall be displayed for the public view on any portion of the Lot. One sign is permitted for each building lot, which sign may have one maximum dimension of 36 inches wide and 48" inches high.

Section 8.8 No Hazardous Activities. No activities shall be conducted on any Lot and no improvements constructed on any Lot which are or might be unsafe or hazardous to any person or Lot, pursuant to all Local, County, State and Federal laws and regulation.

Section 8.9 Storage and Vehicles

(a) Commercial storage boxes or shipping containers are prohibited outside a dwelling or accessory structure except for short term use (30 days or fewer) to transfer household goods to and from the dwelling or accessory structure.

(b) Storage of all RV's, boats, trailers, non- running vehicles that are not stored in the RV Parking Area must be stored in the back or side of the Lot which is not visible from the street.

(c) RV Parking Lot is used for storage of RVs, boats, and trailers. Due to the limited number of RV parking spaces the available spaces shall be assigned on the basis of one space per Lot on a "first come basis". Rules of the RV Lot are as follows:

(i) While parked in the RV parking area, vehicles must be kept in the space assigned under the authority of the Directors.

(ii) Lot owners may be given additional spaces on a temporary basis but must forfeit the additional space under the authority of Directors.

(iii) Parking spaces shall also be forfeited upon the sale of space holder's lot in subdivision.

(iv) Lot owners must notify the Directors if the space will be vacant for longer than ninety (90) days so that the space can be temporarily used. Failure to notify will result in the space being forfeited.

(v) To receive a Parking Space a current registration in the name and address of the Lot Owner or occupant by proxy must be presented to the Director.

Section 8.10. Maintenance of Lots. All Lots shall be kept at all times in a sanitary, healthful, safe and attractive condition and the Owner or occupants of all Lots shall keep all weeds and grass cut, (to the standards set by any applicable local government, or if none, as reasonably set by Association rules) and shall in no event use any Lot for storage of materials and equipment visible to the street. All equipment, wood piles or storage piles shall be concealed from the view of the streets. Owners or occupants will not permit the accumulation of garbage, trash or rubbish of any kind thereon.

Section 8.11 Enforcement The Board may impose a reasonable fine on the part of the owner or any lot, in the event of non compliance of the Declarations 2011 or violation of current local, city, or Federal laws. A ten (10) day notice will be given to the Lot Owner prior to a fine being imposed after continuing violation(s).

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this 2011 Declaration. Failure by the Association, the NRB or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association and the NRB shall not be liable to any Owner for failure to enforce any restriction, covenant or condition contained herein.

Section 9.2 Variances. Recognizing that this 2011 Declaration has not nor cannot address all conceivable situations. So as not to create unnecessary hardship, the Board of Directors may, in its sole discretion, and on behalf of all of the Owners of Lots subject to this 2011 Declaration, grant variances from any of the terms and conditions, By laws and the rules. Any variances so granted shall be binding upon the Association and all Owners of property subject to this 2011 Declaration In granting variances hereunder, the following shall be applicable:

(a) Any variance granted hereunder shall run with the Lot for which granted;

(b) A variance shall not be granted unless at majority of all of the Board of Directors find that the following conditions exist:

(i) Literal enforcement of the applicable rule, regulation or provision will result in unnecessary hardship;

(ii) The variance will not substantially or permanently injure the use of the property.

(iii) The circumstances leading the applicant to seek a variance are peculiar to the Lot Owner and are not applicable generally to property subject to this 2011 Declaration.

Section 9.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 9.4. Owner Amendments. The covenants and restrictions of this 2011 Declaration shall run with and bind the Property, for a term of twenty four (24) years from the date this Restated Declaration is recorded and shall automatically be renewed. This Declaration may be amended at any time by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots. Any amendment must be recorded among the real property records of Mesa County, Colorado.

Section 9.5. Notices. Any notice required to be sent to any member or Owner under the provisions of this 2011 Declaration shall be deemed to have been properly sent when mailed, delivered or posted on the community bulletin board and posted on the website.

(b) The association is encouraged to provide all notices and agendas required by this article in printed or electronic form, and by posting on a web site.

(c) Owners who request and furnish the association with their electronic mail addresses will be given notice as soon as possible but at least twenty-four hours before the meeting.

Section 9.6. Benefits and Burdens. The terms and provisions contained in this 2011 Declaration shall bind and inure to the benefit of the Association and the Owners located within the Property and their respective heirs, successors, personal representative, and assigns.

Section 9.7 Waiver. The failure of any person or entity designated herein to enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so.

Section 9.8. Liability of Officers and Directors. To the fullest extent provided by law, the officers and directors of the Association shall not have personal liability to the Association nor to any Member or Lot Owner, or any third party, including liability for tort or breach of fiduciary duty, when acting in their official capacity as an officer or director on behalf of the Association, except for wanton and willful acts or omissions.

By our signature(s) below, I/we hereby direct, approve and ratify the following:

1. The Board of Directors shall, after the 2011 Declaration is approved by either 67 % or more of the lot owners within Brookwood Subdivision, cause the Articles of Incorporation for Brookwood Homeowners Association to be amended, consistent with the 2011 Declaration and the bylaws adopted by the Board of Directors.

2. The 2011 Declaration is approved, and the Board of Directors is directed to take the legally required steps to see that it is recorded, after which, we agree to be bound by the terms thereof. Earlier Declarations of Covenants, Conditions and Restrictions of the Brookwood Subdivision will then be fully replaced by the 2011 Declaration.

3. That the Brookwood Subdivision and the Brookwood Homeowners Association shall hereafter be subject in full to the state law known as CCIOA, C.R.S. 38-33.3-101, et seq.

EXECUTED and effective the day and year first written above.

BROOKWOOD HOMEOWNERS
ASSOCIATION

By: _____
Wini Stevenson, President

ATTEST:

By: _____
Edward Marlow, Secretary

HOA SEAL:

STATE OF COLORADO)

)

Subscribed, sworn to and acknowledged before me by Wini Stevenson, as President and Edward Marlow, as Secretary, of the Brookwood Homeowners Association.

Witness my hand and official seal,

My commission expires _____

Notary Public