

AMENDMENT TO DECLARATION AND AGREEMENT
Crestmoor Park 2nd Filing
Denver, Colorado

This Amendment to Declaration and Agreement (this "Amendment") amends that certain Declaration and Agreement Establishing Building Restrictions in "Crestmoor Park 2nd Filing", City and County of Denver, State of Colorado, which was recorded May 23, 1947, in Book 6219, at Page 253, of the Records of the Office of the Clerk and Recorder of the City and County of Denver, Colorado (the "Declaration").

This Amendment shall be effective upon the recording of this Amendment with the Notice of Effectiveness executed by the President and Secretary of Crestmoor Park (2nd Filing) Homes Association stating that the Amendment has been executed by the owners of 60% of the Lots which are subject to the Declaration. When recorded, this Amendment and the Notice of Effectiveness shall have attached to them a complete copy of this Amendment, including Exhibit A, which, as described below, is a restatement of the Declaration as amended by this Amendment. It shall not be necessary to attach to the Notice or the Amendment as recorded copies of the signatures pages of owners of Lots.

The real property affected by the Amendment is all property described on the Plat of Crestmoor Park 2nd Filing, City and County of Denver, Colorado.

The Declaration is amended as provided below.

1 **References to "Companies"**. All references to "Companies" in the Declaration shall be deemed to refer to Crestmoor Park (2nd Filing) Homes Association, a Colorado not-for-profit corporation (the "Association").

2 **Recitals**. The recitals and preamble to the Declaration preceding Paragraph 1 of the Declaration are deleted and replaced in their entirety with the following:

In consideration of the mutual covenants set forth below, for the mutual use and benefit of owners of any property in Crestmoor Park 2nd Filing and their respective personal representatives, successors, and assigns, such owners publish, acknowledge, continue, declare, and agree that all Lots in Crestmoor Park 2nd Filing are subject to the following restrictions, covenants, and conditions, all of which run with the land and inure to the benefit of and are binding upon all owners at any time of all Lots in Crestmoor Park 2nd Filing.

3. **Definitions** Paragraph 1 of the Declaration, titled "Definitions" is amended to add the following definitions:

"Association" means Crestmoor Park (2nd Filing) Homes Association, a Colorado not-for-profit corporation.

"Lot" or "lot" means any lot described on the Plat of "Crestmoor Park 2nd Filing".

4. **Approval of Plans** Existing Paragraph 3 of the Declaration is labeled Paragraph "A", and the following additional paragraphs are added to Paragraph 3 of the Declaration:

B. The approval authority of the Association under the preceding Paragraph 3.A. shall be exercised by an Architectural Committee appointed from time to time by the Board of Directors of the Association. The Architectural Committee shall be comprised of persons who may be members or not of the Board of Directors, shall serve at the pleasure of the Board of Directors, and shall follow such rules and procedures as may be established by the Board of Directors from time to time, subject to and consistent with this Declaration. At any time that an Architectural Committee is not established, the functions of the Architectural Committee and the duties of the Association under this Declaration shall be performed by the Board of Directors.

C Any owner of a Lot contemplating any construction, modification, repair, or maintenance governed by Paragraph 3.A., above, shall submit to the Architectural Committee such plans and specifications as reasonably necessary in the judgment of the Architectural Committee to enable it to make the determinations required by this Paragraph 3, including, without limitation, a site plan prepared by a licensed surveyor if any change in the footprint of the residence or outbuilding is being made or if an outbuilding is being constructed. Such owner shall simultaneously provide to the owner of each abutting Lot (including Lots which would abut but for an intervening street) notice of such planned construction, modification, repairs, or maintenance, and such owner shall deliver to the Architectural Committee, and copy of such notice and a list of the persons to whom such notice was furnished.

D. The Board of Directors may establish and from time to time modify guidelines consistent with this Declaration to implement the provisions of this Paragraph 3, to respond to and accommodate changing conditions and developing technology, and to assist owners of Lots in complying with this Declaration. Such guidelines shall be provided to the owners of the Lots upon request.

E. If the Architectural Committee fails to approve or disapprove plans and specifications submitted to it (including resubmission of disapproved plans and specifications which have been revised) within 20 days after such plans and specifications (which include all required information) have been submitted to it or within 10 days after revised plans have been submitted, it shall be conclusively presumed that such plans and specifications have been approved, subject, however, to such owner's obligation to comply with Paragraphs 6 through 13, below.

5. **Arbitration.** Paragraph 11 of the Declaration is deleted in its entirety and replaced with the following:

11. **Arbitration.**

A. In the event of any controversy or claim under the Declaration, such claim shall be submitted to binding, non-appealable arbitration if so elected by the owner of a Lot or if such owner fails to make such election as provided below. Such owner shall make such election

(i) by filing a Demand for Arbitration with the Association or

(ii) if the Association notifies such owner of the Association's intent to commence arbitration or litigation, by such owner notifying the Association within 10 days of the Association's notice that such owner prefers arbitration to litigation.

If such owner fails to respond timely to such notice from the Association, such claim or controversy shall be settled by binding arbitration as provided in paragraph 11.B., below. If such owner elects to pursue or defend any claim against the Association by litigation by not electing arbitration in accordance with the provisions of this paragraph 11.A., such claim shall be resolved in litigation.

B. If such owner has elected arbitration as provided in paragraph 11.A. above, such arbitration shall be conducted before a single arbitrator in accordance with the Rules of Commercial Arbitration of the American Arbitration Association and all expedited procedures thereunder, regardless of the amount claimed to be in controversy, modified as provided in this paragraph. The arbitrator shall be a practicing or retired attorney or judge having at least 20-years experience as a lawyer and/or judge. Discovery, if any, in any arbitration proceeding shall be as determined by the arbitrator's reasonable judgment exercised to minimize the expenditure of time and money consistent with providing a fair opportunity for a hearing. Written submissions to the arbitrator and the procedures associated with any hearing shall be as determined by such arbitrator. The decision of the arbitrator shall be final and non-appealable and shall be rendered to the parties promptly and in writing setting forth a statement of facts and conclusions of law. The award may be entered in Denver District Court as provided in the Colorado Uniform Arbitration Act. No party to the arbitration shall be required to be represented by counsel. In the sound discretion of the arbitrator, the arbitrator shall award to the prevailing party the costs of the arbitration, including the prevailing party's reasonable attorneys' fees, or such portion thereof as the arbitrator deems just under the circumstances.

6. **Expiration**. The third to last paragraph of the Declaration is numbered and titled "14. **Expiration**". The following sentence is added to Paragraph 14 as follows:

Notwithstanding the preceding, the Declaration shall be effective until May 23, 2022, and thereafter for consecutive further periods of 25 years, unless owners of the fee simple title to 60% or more of the Lots cause this Declaration to terminate as of the end of any such 25-year period by executing and acknowledging an appropriate agreement for such purpose and recording such agreement in the office of the Clerk and Recorder of the City and County of Denver, Colorado.

7. **Miscellaneous**. The next to the last paragraph of the Declaration is numbered and labeled as "15. **Miscellaneous**".

8. **Rights Assigned**. The last paragraph of the Declaration is numbered and labeled as "16. **Rights Assigned**." and is revised to read in its entirety as follows:

The original declarants of the Declaration have pursuant to the Declaration as originally recorded, assigned and conveyed all of the rights, reservations, easements, and

privileges under the Declaration to the owners of the Lots and the Association.

9. **Dues; Interpretation and Effect** The following new paragraphs are added to the Declaration to follow Paragraph 16 as follows:

17. **Dues** Dues may be increased only by a majority vote of the owners of Lots present at a meeting of the Association. Annual dues not received by the Association when due may be enforced by a lien recorded against the Lot of any owner who fails to pay such dues. All costs of preparing and recording such lien and enforcing collection of such dues, including reasonable attorneys' fees, shall be paid by the owner of the Lot and shall constitute a lien against such Lot until paid. All such unpaid amounts shall bear interest at the rate of 15% per year.

18. **Interpretation and Effect** In the event that for any reason this Amendment is not effective as an amendment to the Declaration, this Amendment and the Restated Declaration which is attached to this Amendment as Exhibit A shall be effective with respect to each of the Lots listed on Exhibit B, the owners of each of which have executed this Amendment. In such event, owners of Lots not listed on Exhibit B may thereafter submit their Lots to the provisions of this Amendment and the Declaration by executing and recording such Notice of Election.

10. **Counterparts** This Amendment may be executed in one or more counterparts, all of which, when taken together and certified by the Association as accurate, shall constitute a single document and be binding upon the owners of the Lots and the Lots shall be subject to the provisions of this Amendment and the Declaration, all in accordance with their respective terms.

This Amendment has been executed to be effective as provided above

PROPERTY DESCRIPTION

OWNERS

Lot _____, Block _____

See Attached Exhibit B
Print : _____

Print : _____

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

The preceding Amendment to Declaration was acknowledged before me this 19th day of May, 1997, by _____, and _____ as Owners of Lot _____, Block _____, Crestmoor Park 2nd Filing, Denver, Colorado

WITNESS my official hand and seal

My commission expires: _____

Notary Public

[SEAL]

NOTICE OF EFFECTIVENESS

The undersigned, as President and Secretary of Crestmoor Park (2nd Filing) Homes Association certify that the preceding Amendment has been executed by the owners of the Lots in Crestmoor Park 2nd Filing which are listed on Exhibit B and that the number of Lots constitutes more than 60% of the Lots in Crestmoor Park 2nd Filing.

Thomas P. DeBis
President

Stephen A. Bennett
Secretary

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

The preceding Notice of Effectiveness of Amendment to Declaration was acknowledged before me this 19th day of May, 1993 by Thomas C. Delina, as President, and Stephen Dowson as Secretary, of Crestmoor Park (2nd Filing) Homes Association, a Colorado not-for-profit corporation.

WITNESS my official hand and seal.

My commission expires: 9-19-97

Margaret H. Stewart
Notary Public

[SEAL]

EXHIBIT "A"
REVISED AND RESTATED DECLARATION

In consideration of the mutual covenants set forth below, for the mutual use and benefit of owners of any property in Crestmoor Park 2nd Filing and their respective personal representatives, successors, and assigns, such owners publish, acknowledge, continue, declare, and agree that all Lots in Crestmoor Park 2nd Filing are subject to the following restrictions, covenants, and conditions, all of which run with the land and inure to the benefit of and are binding upon all owners at any time of all Lots in Crestmoor Park 2nd Filing.

1. Definitions

"Association" means Crestmoor Park (2nd Filing) Homes Association, a Colorado not-for-profit corporation.

"Lot" or "lot" means any lot described on the Plat of "Crestmoor Park 2nd Filing".

"Company" when used herein shall mean Crestmoor Park (2nd Filing) Homes Association, a Colorado not-for-profit Corporation (the "Association").

Lot and Block numbers used herein shall be understood to refer to the lots and blocks bearing the numbers given as laid out and described on the recorded plat of "Crestmoor Park 2nd Filing", hereinbefore referred to. Said recorded plat is hereby made a part hereof; this declaration and agreement and said plat are to be construed as one instrument.

A "corner lot" is one the front line of which and one entire side line of which abut on two intersecting streets.

The street or streets upon which a lot fronts, as hereinafter provided, shall be deemed to be the front street. Any other street or streets contiguous to such lot shall be deemed to be a side street.

The word "Plot" as used herein is intended to mean a single piece or parcel of land consisting of one lot, or more or less than one lot.

Every plot shall be deemed to front on the same street or streets as the lot or lots constituting such plot.

An "outbuilding", as the word is used herein is intended to mean an enclosed covered structure not directly attached to the residence which it serves.

A "residence" as the word is used herein is intended to include any attached garage.

The word "Street", as used in these restrictions, shall include any street, drive, boulevard, road, lane, way, terrace or court, as shown on the recorded plat.

2. Use of Land

None of said lots may be improved, used or occupied for other than private residential purposes. No store or business house, no gas, oil or automobile service station, and no flats or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses and such outbuildings as are customarily appurtenant to such residences, each dwelling house to be detached and to be designed for occupancy by a single family only.

No garage or outbuilding on any plot shall be used as a residence or living quarters except by servants engaged on the premises.

Not more than one residence shall be erected on any one lot as shown on the recorded plat, provided however, that in the event of a conveyance of a lot or lots and a part or parts of another lot or lots, or a part of one lot and a part of another lot, more than one residence may be erected upon said plot so conveyed if each portion of the plot on which a residence is erected has a frontage of not less than seventy (70) feet upon the street or streets upon which said lot or lots, plot or plots are deemed to front, except corner lots and in the event of a conveyance of a corner lot and another lot, or a part or parts of another lot or lots, more than one residence may be erected upon said plot if each portion of the plot so conveyed on which a residence is erected has a frontage of not less than seventy (70) feet upon the abutting street on which the said corner lot has the shortest frontage.

3. Approval of Plans

A. No building, fence, wall or other structure shall be constructed, erected or maintained, nor shall any addition thereto or change or alterations herein be made until plans and specifications, color scheme, plot plan and grading plan therefor, and other information satisfactory to the Association or its duly authorized representative, shall have been submitted to and approved in writing by the Association or its duly authorized representative and copies thereof as finally approved lodged with the Association or its duly authorized representative. In so passing upon such plans, specifications, and other requirements, the Association or its duly authorized representative may take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from adjacent or neighboring property.

B. The approval authority of the Association under the preceding Paragraph 3.A. shall be exercised by an Architectural Committee appointed from time to time by the Board of Directors of the Association. The Architectural Committee shall be

comprised of persons who may be members or not of the Board of Directors, shall serve at the pleasure of the Board of Directors, and shall follow such rules and procedures as may be established by the Board of Directors from time to time, subject to and consistent with this Declaration. At any time that an Architectural Committee is not established, the functions of the Architectural Committee and the duties of the Association under this Declaration shall be performed by the Board of Directors.

C. Any owner of a Lot contemplating any construction, modification, repair, or maintenance governed by Paragraph 3.A., above, shall submit to the Architectural Committee such plans and specifications as reasonably necessary in the judgment of the Architectural Committee to enable it to make the determinations required by this Paragraph 3, including, without limitation, a site plan prepared by a licensed surveyor if any change in the footprint of the residence or outbuilding is being made or if an outbuilding is being constructed. Such owner shall simultaneously provide to the owner of each abutting Lot (including Lots which would abut but for an intervening street) notice of such planned construction, modification, repairs, or maintenance, and such owner shall deliver to the Architectural Committee a copy of such notice and a list of the persons to whom such notice was furnished.

D. The Board of Directors may establish and from time to time modify guidelines consistent with this Declaration to implement the provisions of this Paragraph 3, to respond to and accommodate changing conditions and developing technology, and to assist owners of Lots in complying with this Declaration. Such guidelines shall be provided to the owners of the Lots upon request.

E. If the Architectural Committee fails to approve or disapprove plans and specifications submitted to it (including resubmission of disapproved plans and specifications which have been revised) within 20 days after such plans and specifications (which include all required information) have been submitted to it or within 10 days after revised plans have been submitted, it shall be conclusively presumed that such plans and specifications have been approved, subject, however, to such owner's obligation to comply with Paragraphs 6 through 13 below.

4. Material and Height of Outbuildings.

The principal exterior material of any residence shall be materials satisfactory to the Association or its duly authorized representative.

No outbuilding shall exceed the residence to which it is appurtenant in height or number of stories. Every outbuilding shall correspond in style and architecture to the residence to which it is appurtenant, and shall be of the same exterior materials, both walls and roof, as such residence.

5. Frontage for Lots

For the purposes of these restrictions all of the lots shall be deemed to front on the street or streets on which the lot or lots abut; provided, however, that all residences erected on lots which abut on Sixth Avenue Parkway shall have one front facing said Parkway and one front facing Fifth Avenue and shall be numbered on Fifth Avenue, and all residences erected on lots which abut on Monaco Street Parkway and/or South Monaco Street Parkway shall have one front facing Monaco Street Parkway and/or South Monaco Street Parkway and one front facing Locust Street and/or South Locust Street and/or South Locust Court and shall be numbered on Locust Street and/or South Locust Street and/or South Locust Court, and all residences erected on lots which abut on both Holly Street and Ivanhoe Street shall be deemed to front on Ivanhoe Street and shall be numbered on Ivanhoe Street.

Every residence erected on any lot or lots, plot or plots shall have an approved, acceptable and presentable exterior on the street or streets and/or all of the streets on which said lot or lots, plot or plots are deemed to front.

6. Setback of Residence from Street Line.

No residence or any part thereof shall be erected or maintained on any lot or lots, plot or plots, nearer than thirty (30) feet from the front lot line, except a residence erected on Lot 3, Block 6, may be twenty (20) feet from the lot line on 3rd Avenue, and residences erected on Lots 1 to 14, both inclusive, Block 10, may be twenty-five (25) feet from the lot line on Ivanhoe Street, and residences erected on Lots 2 to 6, both inclusive, Block 28, may be twenty-five (25) feet from the lot line on Ivanhoe Street. No residence or any part thereof may be erected nearer than eight (8) feet from the side property line or lines of any lot, or lots, plot or plots, or building site, except that cornices, spoutings, chimneys and purely ornamental projections may extend three (3) feet nearer said side property lines; provided, however, that no residence shall be erected or maintained on any corner lot or lots nearer to the lot lines of the adjoining street or streets on which said lot or lots abut, than the building limit line as hereinafter designated, to-wit:

Block 1: Lot 1, twenty feet from Krameria Street and thirty feet from 5th Avenue; Lot 6, twenty feet from Locust Street and thirty feet from 5th Avenue.

Block 2: Lot 1, twenty feet from 4th Avenue and thirty feet from Locust Street; Lot 14, twenty feet from Locust Street and thirty feet from 5th Avenue.

Block 3: Lots 1 and 26, twenty feet from 4th Avenue and thirty feet from Leyden and Locust Streets, respectively; Lots 13 and 14, twenty feet from 5th Avenue and thirty feet from Leyden and Locust Streets, respectively.

Block 4: Lots 1 and 26, twenty feet from 4th Avenue and thirty feet from Krameria and Leyden Streets, respectively; Lots 13 and 14, twenty feet from 5th Avenue and thirty feet from Krameria and Leyden Streets, respectively.

Block 5: Lots 1 and 33, twenty feet from 3rd Avenue and thirty feet from Kearney and Krameria Streets, respectively; Lots 16 and 17, twenty feet from 5th Avenue and thirty feet from Kearney and Krameria Streets, respectively.

Block 6: Lots 1 and 4, twenty feet from 3rd Avenue and thirty feet from Jasmine and Kearney Streets, respectively; Lot 22, twenty feet from Krameria Street and thirty feet from 5th Avenue.

Block 7: Lots 1 and 4, twenty feet from 3rd Avenue and thirty feet from Jersey and Jasmine Streets, respectively.

Block 8: Lots 4 and 9, thirty feet from 3rd Avenue and twenty-five feet from Ivanhoe and Jersey Streets, respectively.

Block 9: Lot 1, twenty feet from 3rd Avenue and twenty-five feet from Ivanhoe Street.

Block 10: Lot 1, twenty feet from 1st Avenue and twenty-five feet from Ivanhoe Street; Lot 14, twenty feet from 3rd Avenue and twenty-five feet from Ivanhoe Street.

Block 11: Lots 1 and 29, twenty feet from 1st Avenue and thirty feet from Ivanhoe and Ivy Streets, respectively; Lots 14 and 15, twenty feet from 3rd Avenue and thirty feet from Ivanhoe and Ivy Streets, respectively.

Block 12: Lots 1 and 31, twenty feet from 1st Avenue and thirty feet from Ivy and Jersey Streets, respectively; Lots 15 and 16, twenty feet from 3rd Avenue and thirty feet from Ivy and Jersey Streets, respectively.

Block 13: Lots 1 and 33, twenty feet from 1st Avenue and thirty feet from Jersey and Jasmine Streets, respectively; Lots 16 and 17, twenty feet from 3rd Avenue and thirty feet from Jersey and Jasmine Streets, respectively.

Block 14: Lots 1 and 5, thirty feet from 1st Avenue and twenty-five feet from Kearney and Jasmine Streets, respectively; Lots 20 and 21, twenty feet from 3rd Avenue and thirty feet from Jasmine and Kearney Streets, respectively.

Block 15: Lots 15 and 16, twenty feet from 3rd Avenue and thirty feet from Kearney and Krameria Streets, respectively.

Block 16: Lots 1 and 39, twenty feet from Locust Street and thirty feet from Krameria and Leyden Streets, respectively; Lots 22 and 23, twenty feet from 4th Avenue and thirty feet from Krameria and Leyden Streets, respectively.

Block 17: Lots 1 and 26, twenty feet from Locust Street and thirty feet from Leyden Street and Locust Lane, respectively; Lots 15 and 16, twenty feet from 4th Avenue and thirty feet from Leyden and Locust Streets, respectively.

Block 18: Lot 1, twenty feet from 1st Avenue and thirty feet from Locust Street; Lot 16, twenty feet from 4th Avenue and thirty feet from Locust Street.

Block 19: Lot 1, twenty-five feet from South Locust Street, twenty feet from South Locust Court, and thirty feet from Southmoor Drive; Lot 19, twenty feet from 1st Avenue and thirty feet from Locust Street.

Block 20: Lots 1 and 15, twenty feet from Locust Street and thirty Feet from Southmoor Drive and Krameria Streets, respectively.

Block 21: Lots 1 and 25, twenty feet from Kearney Lane and thirty feet from South Jasmine Street and Southmoor Drive, respectively; Lot 8, twenty-five feet from 1st Avenue and twenty-five feet from Jasmine Street; Lots 14 and 15, twenty feet from Kearney Street and thirty feet from 1st Avenue and Southmoor Drive, respectively.

Block 22: Lots 3 and 5, thirty feet from Southmoor Drive and twenty-five feet from South Leyden and South Locust Streets, respectively.

Block 23: Lot 4, twenty-five feet from South Kearney Street and twenty-five feet from Southmoor Drive; Lots 5 and 9, thirty feet from Southmoor Drive and twenty-five feet from South Krameria Court; Lot 12, thirty feet from Southmoor Drive and twenty-five feet from South Leyden Street.

Block 24: Lots 6 and 7, twenty feet from Kearney Lane and thirty feet from South Jasmine and South Kearney Streets, respectively.

Block 25: Lots 15 and 16, twenty feet from 1st Avenue and thirty feet from South Jersey and South Jasmine Streets, respectively.

Block 26: Lots 15 and 16, twenty feet from 1st Avenue and thirty feet from South Ivy and South Jersey Streets, respectively.

Block 27: Lot 7, thirty feet from Holly Street and twenty feet from Ivanhoe Street; Lots 15 and 16, twenty feet from 1st Avenue and thirty feet from Ivanhoe and Ivy Streets, respectively.

Block 28: Lot 1, twenty feet from Ivanhoe Street; Lot 6, twenty feet from 1st Avenue and twenty-five feet from Ivanhoe Street.

Any residence erected on Lots which abut on Sixth Avenue Parkway, to-wit: Lots 20, 21 and 22, Block 6; and Lots 1 to 6, both inclusive, Block 1; and Lot 14, Block 2, shall have one front which shall not be farther than thirty-five feet from the front lot line on Fifth Avenue and any residence erected on Lots which abut on Monaco Street Parkway and/or South Monaco Street Parkway, to-wit: Lots 1 to 13, both inclusive, Block 2; Lots 1 to 6, both inclusive, Block 18; Lots 5 to 19, both inclusive, Block 19, shall have one front which shall not be farther than thirty-five feet from the front lot line on Locust Street and or South Locust Street and/or South Locust Court.

The Association reserves the right, however, to change any building limit line established herein on any lot or lots, provided that in no event shall the building limit line be changed so as to bring it more than five feet nearer any adjoining street or streets than such line now established herein, and provided further that no such change shall be made without the written consent of the then holder of the fee simple title of the lot or lots on which the change is to be made, and with the written consent of the owner or owners of the lot or lots in the same block which border on the same street or streets and which are contiguous to the lot or lots upon which it is proposed to make such change.

However, uncovered, but not covered or enclosed, porches, balconies, porte-cocheres and terraces may extend beyond the building limit line toward the street or streets on which such plot fronts not more than ten feet. Bay or other windows, vestibules and stairway landings (other than full two-story windows, vestibules and stairway landings), cornices, spoutings, chimneys or other similar projects, may extend not more than four feet beyond the front and side building limit lines in the direction of any street adjoining the plot. Steps leading to residences may extend beyond such building limit line, provided such steps are not higher than the level of the first floor of the residence.

7. Outbuildings, Setback from Streets

No outbuildings shall be erected on any lot or lots which abut on Monaco Street Parkway and/or South Monaco Street Parkway, Sixth Avenue Parkway or Holly Street except Lots 1 to 7, both inclusive, Block 27. All outbuildings, erected on any of the other lots hereby restricted, shall correspond in style and architecture to the residence to which they are appurtenant, and shall be of the same material as such residence. Any outbuildings, exclusive of those projections as set forth in Article 6, which are erected on any of said lots, shall be located wholly within the rear one-third (1/3) of the Lot on which they are erected and on any corner lots, they shall, in addition to the above, be located wholly within the side one-third (1/3) of the Lot farthest from the adjoining side street, and provided further that the Association or its duly authorized agent shall have and does hereby reserve the right in the sale and conveyance of any lots shown on said plat, to change the required location of any such outbuildings, and may at any time thereafter with the consent in writing of the then

record owners of the fee simple title to any of the said lots, change any such required outbuilding locations on such lot or lots, or any location which may, in such sale or conveyance be established by it; provided further, however, that no change may be made at any time which will permit the erection or maintenance of any outbuildings on any of said lots, more than twenty feet nearer to the front street, or more than fifteen feet nearer to the side street, than is provided for above.

8. Outbuildings, Free Space Required

Subject to the conditions hereinafter set forth, no outbuildings, exclusive of those projections enumerated in Article 6, erected on any of the lots hereby restricted, shall occupy more than fifty per cent (50%) of the width of the lot upon which said outbuildings are erected, measured along the rear line of said lot; provided, however, that in no case may the width of any such outbuildings be more than thirty-five (35) feet without the consent in writing of the Association or its duly authorized representative. In case of more than one such outbuilding being erected on any lot, the combined width of such outbuildings shall not exceed the width provided for by this Section for a single outbuilding. It is further provided, however, that the minimum combined width of such outbuildings may, with the consent in writing of the Association or its duly authorized representative, be increased by not to exceed ten percent (10%) of the width of the lot, measured along the rear line thereof; and provided, further, that the width of any outbuilding, may with the consent in writing of the Association or its duly authorized representative, be increased by not to exceed ten percent (10%) of the width of the lot upon which it is erected, measured along the rear line thereof.

9. Cutting of Curbs and Garage Driveways

All garages erected on any of the following named lots which abut on Sixth Avenue Parkway or Monaco Street Parkway and/or South Monaco Street Parkway or Holly Street, to-wit: All garages erected on lots in Blocks 1,2, 10, 18 and 28; Lot 1, Block 9; Lots 5 to 10, both inclusive, Block 19; Lots 20, 21 and 22, Block 6 shall be attached garages, and the cutting of any curb or the crossing of any parkway on Sixth Avenue Parkway or Monaco Street Parkway and/or South Monaco Street Parkway or Holly Street for use in connection with any driveway or vehicular entrance-way to or from said above-described lots, or any of them, is hereby prohibited.

10. Minimum Area for Residence

Any residence erected wholly or partially on any of the lots or part or parts thereof hereby restricted, shall have a ground floor area of the main structure exclusive of garages, porches and terraces, of at least 1200 square feet in the case of one-story structures, and at least 1650 square feet in the case of structures of more than one story.

11. Arbitration

A. In the event of any controversy or claim under the Declaration, such claim shall be submitted to binding, non-appealable arbitration if so elected by the owner of a Lot or if such owner fails to make such election as provided below. Such owner shall make such election

(i) by filing a Demand for Arbitration with the Association; or

(ii) if the Association notifies such owner of the Association's intent to commence arbitration or litigation, by such owner notifying the Association within 10 days of the Association's notice that such owner prefers arbitration to litigation.

If such owner fails to respond timely to such notice from the Association, such claim or controversy shall be settled by binding arbitration as provided in paragraph 11.B. below. If such owner elects to pursue or defend any claim against the Association by litigation by not electing arbitration in accordance with the provisions of this paragraph 11.A., such claim shall be resolved in litigation.

B. If such owner has elected arbitration as provided in paragraph 11.A. above, such arbitration shall be conducted before a single arbitrator in accordance with the Rules of Commercial Arbitration of the American Arbitration Association and all expedited procedures thereunder, regardless of the amount claimed to be in controversy, modified as provided in this paragraph. The arbitrator shall be a practicing or retired attorney or judge having at least 20-years experience as a lawyer and/or judge. Discovery, if any, in any arbitration proceeding shall be as determined by the arbitrator's reasonable judgment exercised to minimize the expenditure of time and money consistent with providing a fair opportunity for a hearing. Written submissions to the arbitrator and the procedures associated with any hearing shall be as determined by such arbitrator. The decision of the arbitrator shall be final and non-appealable and shall be rendered to the parties promptly and in writing setting forth a statement of facts and conclusions of law. The award may be entered in Denver District Court as provided in the Colorado Uniform Arbitration Act. No party to the arbitration shall be required to be represented by counsel. In the sound discretion of the arbitrator, the arbitrator shall award to the prevailing party the costs of the arbitration, including the prevailing party's reasonable attorneys' fees, or such portion thereof as the arbitrator deems just under the circumstances.

12. Easements Reserved

Easements and rights of way are hereby reserved on, over and under all of the lots in said "Crestmoor Park 2nd Filing", for poles, wires, pipes and conduits for lighting, heating, electricity, gas, telephone and any other public or quasi-public utility service purposes, and

for sewers and pipes of various kinds, all of which shall be confined, so far as practicable, to the rear five feet or along the sidelines of each lot or lots, together with the right of access thereto at any time for the purpose of further construction and repair. No building or other permanent structure shall be erected or maintained on any part of any area herein reserved as an easement and/or right-of-way, but the owners of lots may erect and maintain a fence, wall or hedge along the property line within the areas herein reserved as "easements" and/or right-of-way, subject to the provisions of Article 13 hereof, and subject at all times to the prior right to use such areas for utility and quasi-utility purposes.

13. Signs, Billboards and Miscellaneous Structures

The construction or maintenance of billboards, for sale signs, poster-boards, or advertising structures of any kind except those belonging to the Association or its duly authorized agent, on any part of any lot is prohibited. No fence, wall or hedge, nor any pergola or other detached structure for ornamental purposes shall be erected or maintained on any part of any lot in front of the front building limit line, and on corner lots in front of either of the front building limit lines as provided herein, and any fence, wall or hedge erected on any other part of any other lot or lots shall not exceed five (5) feet in height. On lots which abut on 6th Avenue Parkway, a fence or hedge may be erected from the residence to and along the property line on 6th Avenue Parkway; provided, however, that on corner lots, no fence or hedge shall be erected in front of either of the front building limit lines, as provided herein; on lots which abut on Monaco Street Parkway and/or South Monaco Street Parkway, a fence or hedge may be erected from the residence to and along the property line on Monaco Street Parkway and/or South Monaco Street Parkway, provided, however, that on corner lots, no fence or hedge shall be erected in front of either of the front building limit lines as provided herein; and on lots which abut on Holly Street (except Lots 1 to 7, inclusive, Block 27) a fence or hedge may be erected from the residence to and along the property line on Holly Street; provided, however, that on corner lots, no fence or hedge shall be erected in front of either of the front building limit lines as provided herein; and provided further, however, that any fence erected on Sixth Avenue Parkway, Monaco Street Parkway and/or South Monaco Street Parkway or Holly Street shall be an open fence not more than forty-two (42) inches in height.

No trees shall be planted in any of the parkings except the parkings along 6th Avenue Parkway, Monaco Street Parkway and/or South Monaco Street Parkway and Holly Street.

No radio aerial wires shall be maintained over any part of any lot not occupied by a structure, nor more than three (3) feet above the roof of any structure.

No part of any lot or any improvement situate on any lot or lots shall be used for the raising of poultry or the housing of cows, horses or other livestock.

No tank for the storage of oil or other fluid may be maintained on any lot above the surface thereof.

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in the addition.

All garbage cans and trash receptacles must be in accordance with the rules and regulations of the Health Department of the City and County of Denver and must be concealed either underground or in a built-in receptacle, and all clothes line poles erected on lots which abut on Sixth Avenue Parkway or Monaco Street Parkway and/or South Monaco Street Parkway or Holly Street except Lots 1 to 7, inclusive, Block 27, shall be confined to an area within twenty feet of the residence and must be concealed or screened by suitable fences or plantings.

14. Expiration

All of the restrictions and covenants herein set forth shall continue and be binding upon the Association, its successors and assigns, and all persons claiming by, through or under it, for a period of twenty-five (25) years from the date this instrument is filed for record in the office of the Clerk and Recorder of the City and County of Denver, Colorado, and shall automatically be extended thereafter for a further period of twenty-five years; provided, however, that the owners of the fee simple title of sixty percent (60%) of the lots shown on the recorded plat may at any time and from time to time release all of the lots hereby restricted from any one or more, or all of said restrictions and covenants any may release any lot shown on said plat from any of said restrictions or covenants or may modify, change or amend these restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments. Notwithstanding the preceding, the Declaration shall be effective until May 23, 2022, and thereafter for consecutive further periods of 25 years, unless owners of the fee simple title to 60% or more of the Lots cause this Declaration to terminate as of the end of any such 25-year period by executing and acknowledging an appropriate agreement for such purpose and recording such agreement in the office of the Clerk and Recorder of the City and County of Denver, Colorado.

15. Miscellaneous

The restrictions and covenants herein set forth shall run with the land and bind the Association, its successors and assigns, and all parties claiming by, through, or under it shall be taken to hold, agree and covenant with the Association, its successors in title, and with each of them, to conform to and observe all restrictions and covenants as to the use of said lots and the construction of improvements thereon, but no restrictions or covenants herein set forth shall be personally binding on the Association, or any corporation, person or persons, except in respect to breaches omitted during its, his or their seizing of or title to said land;

and the owner or owners of any of the land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages, and failure of the Association or the owner or owners of any other lot or lots shown on the recorded plat to enforce any of the restrictions or covenants herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

16. Rights Assigned

The original declarants of the Declaration have pursuant to the Declaration as originally recorded, assigned and conveyed all of the rights, reservations, easements, and privileges under the Declaration to the owners of the Lots and the Association.

17. Dues

Dues may be increased only by a majority vote of the owners of Lots present at a meeting of the Association. Annual dues not received by the Association when due may be enforced by a lien recorded against the Lot of any owner who fails to pay such dues. All costs of preparing and recording such lien and enforcing collection of such dues, including reasonable attorneys' fees, shall be paid by the owner of the Lot and shall constitute a lien against such Lot until paid. All such unpaid amounts shall bear interest at the rate of 15% per year.

18. Interpretation and Effect

In the event that for any reason this Amendment is not effective as an amendment to the Declaration, this Amendment and the Restated Declaration which is attached to this Amendment as Exhibit A shall be effective with respect to each of the Lots listed on Exhibit B, the owners of each of which have executed this Amendment. In such event, owners of Lots not listed on Exhibit B may thereafter submit their Lots to the provisions of this Amendment and the Declaration by executing and recording such Notice of Election.

EXHIBIT B
TO AMENDMENT TO DECLARATION AND AGREEMENT
CRESTMOR PARK 2ND FILING
DENVER, CO

<u>OWNER'S NAME</u>	<u>STREET ADDRESS</u>	<u>LOT/BLOCK</u>
Herrera	5600 E. 1st Ave.	5&6/28
Sidley	5700 E. 1st Ave.	15/27
Berhenke,	5720 E. 1st Ave.	16/27
Zuckerman	5757 E. 1st Ave.	28&29/11
Friesen/Johnson	6020 E. 1st Ave.	9&10/21
Berzins	6030 E. 1st Ave.	10&11/21
Dumberg	6045 E. 1st Ave.	2&3/14
Lawson	6050 E. 1st Ave.	13/21
Vavra	5600 E. 3rd Ave.	14/10
Bronstine	5601 E. 3rd Ave.	1/9
Thurman	5700 E. 3rd Ave.	14/11
Henderson	5725 E. 3rd Ave.	6/8
Steele	5800 E. 3rd Ave.	14&15/12
Fahnestock	5801 E. 3rd Ave.	7/8
LeMaster	5805 E. 3rd Ave.	8/8
Weisgerber, Harrington & Schultheis	6000 E. 3rd Ave.	20/14
Keleher	6025 E. 3rd Ave.	3/6
Fiori	6030 E. 3rd Ave.	21&22/14
Barlow	6035 E. 3rd Ave.	4&5/6
Lane	6100 E. 3rd Ave.	14/15
Price	6101 E. 3rd Ave.	1/5
Talbott	6120 E. 3rd Ave.	16/15
Humphries	6125 E. 3rd Ave.	33/5
Collister	6320 E. 4th Ave.	16&17/17
Caldwell	6333 E. 4th Ave.	25&26/3
Welsh	6400 E. 4th Ave.	15&16/18
Berthe	6130 E. 5th Ave.	17/5
Uba	6200 E. 5th Ave.	12&13/4
Dwyer	6200 E. 6th Ave.	1/1
Rigsby	6210 E. 6th Ave.	2&3/1

<u>OWNER'S NAME</u>	<u>STREET ADDRESS</u>	<u>LOT/BLOCK</u>
Dillon	6220 E. 6th Ave.	4/1
Stein	6300 E. 6th Ave.	4&5/1
Lusky	6340 E. 6th Ave.	5&6/1
Howsam	5635 E. Bayaud Ave.	29&30/27
Livingston	22 So. Holly St.	5&6/27
Krajicek	50 So. Holly St.	4&5/27
Goldstein	80 So. Holly St.	2&3/7
Dubin	1 Ivanhoe St.	1&2/28
Lynn	2 Ivanhoe St.	6&7/27
Goss	8 Ivanhoe St.	7&8/27
Chuvarsky	10 Ivanhoe St.	8/27
Greek Orthodox Diocese of Denver	40 Ivanhoe St.	11&12/27
Slifer	50 Ivanhoe St.	13&14/27
Parnes	55 Ivanhoe St.	3&4/28
Corkill	77 Ivanhoe St.	4&5/28
Charles	100 Ivanhoe St.	1/11
Schilling	101 Ivanhoe St.	1/10
O'Dea	111 Ivanhoe St.	3/10
Beasley	120 Ivanhoe St.	3/11
Eckles	130 Ivanhoe St.	4/11
Schwartz	140 Ivanhoe St.	5/11
Meiklejohn	145 Ivanhoe St.	5&6/10
Rogers	150 Ivanhoe St.	6/11
Thompson	180 Ivanhoe St.	7/11
Swalm	189 Ivanhoe St.	6/10
Peters	200 Ivanhoe St.	8/11
Sundell	201 Ivanhoe St.	7&8/10
Ewers	210 Ivanhoe St.	9/11
Maloney	235 Ivanhoe St.	12/10
Kellam	245 Ivanhoe St.	13/10
Stark	303 Ivanhoe St.	2/9
Jacobson	306 Ivanhoe St.	3&4/8

OWNER'S NAMESTREET ADDRESSLOT/BLOCK

Harmon	1 So. Ivy St.	23&24/27
Jacobs	2 So. Ivy St.	6&7/26
Eisen	10 So. Ivy St.	5&6/26
Zerbe	11 So. Ivy St.	24&25/27
Deline	25 So. Ivy St.	26&27/27
Bell	30 So. Ivy St.	4&5/26
Abbott	35 So. Ivy St.	27&28/27
Johnson	50 So. Ivy St.	3&4/26
Jensen	75 So. Ivy St.	28&29/27
Cenkovich	80 So. Ivy St.	2&3/26

Crews	5 Ivy St.	22&23/27
Leitch	20 Ivy St.	9&10/26
Horowitz/Clayman	25 Ivy St.	20&21/27
Miller	30 Ivy St.	10&11/26
O'Neil	35 Ivy St.	19/27
Origlio	40 Ivy St.	11&12/26
Dean	45 Ivy St.	19/27
Morison	50 Ivy St.	12&13/26
Blumenthal	60 Ivy St.	14/26
Benn	85 Ivy St.	17&18/27
Dorchester	110 Ivy St.	2&3/12
Roper	115 Ivy St.	27&28/11
Rothenberg	125 Ivy St.	26/11
Sheridan	128 Ivy St.	3&4/12
Johnson	142 Ivy St.	4&5/12
Latta	145 Ivy St.	24&25/11
Fasel	165 Ivy St.	23&24/11
Hahn	180 Ivy St.	7&8/12
Delap	200 Ivy St.	8&9/12
Murdock	205 Ivy St.	21/11
Groshek	225 Ivy St.	19&20/11
Gordon/Fritz	228 Ivy St.	10&11/12
Gottesfeld	235 Ivy St.	18&19/11
Grachen	240 Ivy St.	11&12/12
Kalat	245 Ivy St.	17&18/11
Krysuik	250 Ivy St.	12&13/12
Bryant	255 Ivy St.	16&17/11
Wohlgenant	300 Ivy St.	2/8

<u>OWNER'S NAME</u>	<u>STREET ADDRESS</u>	<u>LOT/BLOCK</u>
Carpenter	11 So. Jasmine St.	25&26/25
Morgan	20 So. Jasmine St.	6/24
Crnic	25 So. Jasmine St.	26&27/25
Swets	30 So. Jasmine St.	5/24
Goldfogel	57 So. Jasmine St.	27&28/25
Houglan	2 Jasmine St.	1&2/21
Connolly	7 Jasmine St.	25/25
Richardson	27 Jasmine St.	22&23/25
Larson	55 Jasmine St.	19/25
Siegel	63 Jasmine St.	18&19/25
Mathias	82 Jasmine St.	6&7/21
Connor	101 Jasmine St.	33/13
Prouse	105 Jasmine St.	32/13
Bartholomew	110 Jasmine St.	3-5/14
Cohen	135 Jasmine St.	29&30/13
Galas	150 Jasmine St.	9&10/14
Fyffe	155 Jasmine St.	27&28/13
Nydegger	190 Jasmine St.	10&11/14
Grewe	201 Jasmine St.	26/13
Seedroff	205 Jasmine St.	25/13
Hemsi	215 Jasmine St.	24/13
Clapp	220 Jasmine St.	12/14
Fulford	225 Jasmine St.	23/13
MacRossie	230 Jasmine St.	13/14
Pomerantz	235 Jasmine St.	22/13
Wilcox	245 Jasmine St.	21/13
Nelson	255 Jasmine St.	20/13
Celesta	260 Jasmine St.	16&17/14
Roth-Allen	265 Jasmine St.	19/13
Schoendaller	270 Jasmine St.	17&18/14
Firminger	275 Jasmine St.	18/13
Bartholic	280 Jasmine St.	19/14
Hussain	307 Jasmine St.	3/7
Dowdle	5 So. Jersey St.	24/26
Markson	22 So. Jersey St.	5&6/25
Lighthall	25 So. Jersey St.	27/26
Davis	32 So. Jersey St.	4&5/25
Berenbaum	51 So. Jersey St.	27&28/26

OWNER'S NAMESTREET ADDRESSLOT/BLOCK

Nessinger	80 So. Jersey St.	2/25
Beyer	81 So. Jersey St.	28&29/26
Aschkinasi/Stern	90 So. Jersey St.	1&2/25
Steeler	10 Jersey St.	8/25
Davidson	11 Jersey St.	23&24/26
Barber	19 Jersey St.	22&23/26
Hankins	20 Jersey St.	9&10/25
Heimlich/Dias	23 Jersey St.	21/26
Pettijohn	30 Jersey St.	10/25
Drake	35 Jersey St.	19&20/26
Lilly	44 Jersey St.	11&12/25
Broadway/Turnbull/Vetter	60 Jersey St.	13&14/25
Graham	85 Jersey St.	17&18/26
Snyder	101 Jersey St.	30&31/12
Anderson	115 Jersey St.	29&30/12
McGill	120 Jersey St.	3/13
McWilliams	137 Jersey St.	27&28&29/12
Krause	140 Jersey St.	5/13
Wolcott	141 Jersey St.	26&27/12
Mackay	150 Jersey St.	6/13
Wells	160 Jersey St.	7/13
Gamewell	200 Jersey St.	8/13
Jordan	205 Jersey St.	23/12
Longfellow	210 Jersey St.	9/13
Williams	215 Jersey St.	22&23/12
Parkhurst	220 Jersey St.	10/13
Rudolph/Brown	230 Jersey St.	11/13
Crabtree	251 Jersey St.	18&19/12
Dowson	260 Jersey St.	14/13
Ayres	261 Jersey St.	17&18/12
Peters	270 Jersey St.	15/13
Arber	280 Jersey St.	16/13
Gschwend	300 Jersey St.	1/7
Larson	308 Jersey St.	2/7
Bennett	309 Jersey St.	9/5 & Pt. of 1/8

<u>OWNER'S NAME</u>	<u>STREET ADDRESS</u>	<u>LOT/BLOCK</u>
Teeters	95 So. Kearney St.	10&11/24
Smith	100 Kearney St.	1/15
Armstrong	101 Kearney St.	1/14
Symonds/Bedrosian	120 Kearney St.	3&4/15
Stokes	140 Kearney St.	4/15
Freed	143 Kearney St.	32/14
Verlee	145 Kearney St.	31/14
Copeland	150 Kearney St.	5&6/15
Warneke	210 Kearney St.	7&8/15
Loewi	215 Kearney St.	29/14
Wagner	225 Kearney St.	28/14
Cashmore	231 Kearney St.	26/14
Clark	235 Kearney St.	25&26/14
Sadwith/Grote	245 Kearney St.	24/14
Sellars	260 Kearney St.	13/15
Gibson	265 Kearney St.	22&23/14
Risch	282 Kearney St.	13&14/15
Bible	305 Kearney St.	5&6/6
Reeve	310 Kearney St.	2&3/5
Ferguson/Welsh	320 Kearney St.	3/5
Whitlock	321 Kearney St.	6&7/6
Rumler	325 Kearney St.	7/6
Rieb	350 Kearney St.	4&5/5
Goodwin	404 Kearney St.	5&6/5
Speer	412 Kearney St.	6&7/5
Priester	415 Kearney St.	9&10/6
Pike	420 Kearney St.	7&8/5
Hinton	428 Kearney St.	8&9/5
Graham	435 Kearney St.	11&12/6
Wehmhoefer/Hansen	441 Kearney St.	13/6
Benner	444 Kearney St.	10&11/5
Webster	445 Kearney St.	14/6
Shrader	450 Kearney St.	11&12/5
Dill	455 Kearney St.	15/6
Fulscher	460 Kearney St.	12&13/5
Zarlengo	465 Kearney St.	16/6
Dewitt/Larson/Abrums	470 Kearney St.	13&14/5
Walsh	475 Kearney St.	17/6

<u>OWNER'S NAME</u>	<u>STREET ADDRESS</u>	<u>LOT/BLOCK</u>
Emrich	100 Krameria St.	1&2/16
Morrone	105 Krameria St.	14/20
Towbin	106 Krameria St.	2/16
Collins	112 Krameria St.	4&5/16
Person	116 Krameria St.	5-7/16
Martin	117 Krameria St.	11/20
Cashel	118 Krameria St.	8/16
Reynolds	119 Krameria St.	C/15
Potter/Chien	122 Krameria St.	9/16
Korneffel	131 Krameria St.	26/15
Peterson	135 Krameria St.	25/15
Speers	140 Krameria St.	4/15
Lee	145 Krameria St.	24/15
Spraggs	201 Krameria St.	23/15
Birkenmayer	205 Krameria St.	22/15
Smyth	210 Krameria St.	12&13/6
Cella	225 Krameria St.	20/15
Bird	230 Krameria St.	13/16
Appel	235 Krameria St.	19/15
Kelley	250 Krameria St.	16/16
Belknap	255 Krameria St.	17/15
Roe	260 Krameria St.	17/16
Windsor	300 Krameria St.	19/16
Hinson	310 Krameria St.	20/16
Markowitz	320 Krameria St.	21/16
Richard	330 Krameria St.	22/16
Kail	400 Krameria St.	1&2/4
Jackson	405 Krameria St.	29/5
Edeen	409 Krameria St.	28/5
Gottesfeld	410 Krameria St.	2&3/4
Wallner	415 Krameria St.	27/5
Appleyard	416 Krameria St.	3&4/4
Cass	420 Krameria St.	4/4
Berland	427 Krameria St.	25&26/5
Tennant	430 Krameria St.	5&6/4
Bronson	440 Krameria St.	6&7/4
Jean K. Story & Co.	445 Krameria St.	22/5
Press	450 Krameria St.	9/4
Scullion	455 Krameria St.	21&22/5
Plattner	460 Krameria St.	9/4
Auerbach	470 Krameria St.	10/4

<u>OWNER'S NAME</u>	<u>STREET ADDRESS</u>	<u>LOT/BLOCK</u>
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Usick	475 Krameria St.	19/5
Frankel	480 Krameria St.	12/4
Dutczak	485 Krameria St.	18&19/5
McDuffie	100 Leyden St.	1&2/17
Ullman/Grazi	110 Leyden St.	2&3/17
Prusse	120 Leyden St.	3/17
Handley	200 Leyden St.	4&5/17
Zimmerman	205 Leyden St.	33/16
Trzyna	210 Leyden St.	5&6/17
Mahn	215 Leyden St.	32/16
Pons	240 Leyden St.	8/17
Kirkpatrick	295 Leyden St.	28/16
Kao	305 Leyden St.	27/16
Goldfogel-Woods	310 Leyden St.	11/17
Downing	315 Leyden St.	25&26/16
Gordon	325 Leyden St.	24/16
Cook	330 Leyden St.	14/17
Lombardi	335 Leyden St.	23&24/16
Dean	401 Leyden St.	25&26/4
Simon	412 Leyden St.	23&24/4
Laux	417 Leyden St.	23&24/4
Fontenot	421 Leyden St.	22&23/4
Nobel	422 Leyden St.	3-6/3
Frank	441 Leyden St.	19&20/4
Friedman/Grubbs	442 Leyden St.	7&8/3
Sharpnack/Praski	461 Leyden St.	17&18/4
Wolpa	471 Leyden St.	16&17/4
Paul	494 Leyden St.	12&13/3
Squarrell	205 Locust Lane	24&25/17
Lupe	245 Locust Lane	20&21/17
Musso	319 Locust Lane	18/17
Ulm	235 Locust Lane	22/17
Spitzer	60 Locust St.	16/19
Fields	70 Locust St.	17/19
Lassen	80 Locust St.	18/19
Stalls	99 Locust St.	15/20
Lamb	100 Locust St.	1&2/18
Goren	125 Locust St.	39/16

<u>OWNER'S NAME</u>	<u>STREET ADDRESS</u>	<u>LOT/BLOCK</u>
Holben	333 Locust St.	17/17
DeMuro	437 Locust St.	21&22/3
Spelman	445 Locust St.	19/3
Butler	477 Locust St.	16&17/3
Gordon	483 Locust St.	15&16/3
Nicoll	125 Monaco Pkwy.	2/18
Malek	145 Monaco Pkwy.	3/18
Diamond	155 Monaco Pkwy.	4/18
Mackay	175 Monaco Pkwy.	7&8/18
Auerbach	401 Monaco Pkwy.	1&2/2
Beck	435 Monaco Pkwy.	5&6/2
Thompson	447 Monaco Pkwy.	6&7/2
Frost	465 Monaco Pkwy.	8&9/2
Gallego	475 Monaco Pkwy.	9&10/2
Rivkin	495 Monaco Pkwy.	10/2
Meer	525 Monaco Pkwy.	11&12/2
Kuga	5 Southmoor Dr.	24&25/21
Wilson	25 Southmoor Dr.	22&23/21
Moskowitz	33 Southmoor Dr.	21/21
Chandler	55 Southmoor Dr.	19&20/21
Silverman/Riley	65 Southmoor Dr.	19/21
Milstein	75 Southmoor Dr.	18/21
Clark	125 Southmoor Dr.	4&5/20
Cohen	135 Southmoor Dr.	3&4/20
Wahrlich	145 Southmoor Dr.	2&3/20