

**VEHICULAR PARKING, STORAGE AND REPAIRS AMENDMENT
TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STROH RANCH**

THIS AMENDMENT is made this ____ day of _____, 20__.

RECITALS

A. Parker Investment Limited Partnership, a Delaware limited partnership, created the Stroh Ranch community by recording a Master Declaration of Covenants, Conditions and Restrictions for Stroh Ranch in the real property records of the County of Douglas, State of Colorado at Reception No. 8806254, Book 782, Page 39 on March 18, 1988 (the “Initial Declaration”).

B. The Initial Declaration has been amended and supplemented by documents filed of record with the Douglas County Clerk and Recorder. As supplemented and amended, the Initial Declaration is referred to in this Amendment as the “Existing Declaration.”

C. The Stroh Ranch Community Association, Inc. (“Association”) is the master association identified in the Existing Declaration, and governs and operates the Stroh Ranch Planned Community with the purpose of preserving the value and desirability of the Master Association Area and to further the interests of the residents of the Master Association Area and Members of the Association..

D. The Owners within the Stroh Ranch Community desire to amend the Existing Declaration by virtue of this Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Stroh Ranch (the “Amendment”), and intend, upon the recording of this Amendment, that the Existing Declaration be amended by this Amendment.

E. The purposes of the amendments in this Amendment are to revise the vehicular parking, storage, repair and other restrictions of the Existing Declaration, all as set forth below.

F. The Existing Declaration generally provides for and allows for this Amendment in Section 13.3, which provides as follows:

“...any provision, covenants, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by Delegates representing at least fifty-one percent (51%) of the voting power of Members of the Association at a duly constituted meeting of the Association;”

G. The Existing Declaration also provides, in Section 13.6(g), that any mortgagee that has filed a written request with the Association shall be entitled to receive notice of any amendment to the Declaration. The Association has determined that no mortgagee has filed such a request with the Association.

H. All Owners are aware of the provisions of the Existing Declaration allowing for amendment, by virtue of the record notice of the Initial Declaration, by acts and disclosures, newsletters or notices of the Association and by other means.

I. The amendments within this Amendment have been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable, not burdensome and not “material” to First Mortgagees.

J. The undersigned, being the President and Secretary of the Association, hereby certify that Delegates representing at least 51% of the voting power of Members of the Association at a duly constituted meeting of the Association have approved in writing this Amendment as required under Section 13.3 of the Existing Declaration and that the instruments signed by these Delegates, along with the recorded copy of this Amendment, shall be placed in the Association’s corporate records.

NOW THEREFORE,

I. **Amendments.** The Existing Declaration is hereby amended as follows:

(a) **Repeal and Restatement. Existing Section 9.18 is hereby repealed in its entirety and the following new Section 9.18 is substituted:**

Amended Section 9.18. First Amended Restrictions on Vehicular Parking, Storage and Repairs.

(a) Restrictions on Street/Roadway Parking. No vehicle shall be parked on any street or roadway shown on any map of dedication, subdivision plat or similar Recorded instrument.

(b) Exceptions to Restrictions on Street/Roadway Parking. Street or roadway parking may be expressly provided for in or on a Recorded map of dedication, in or on a subdivision plat or similar instrument. Additionally, street or roadway parking may be expressly provided for in a separate Recorded document executed by the Association designating a street or roadway as having permissible parking areas.

(c) Variance Authority of the Board/On Application From An Owner. An Owner may submit a written request to the Association, through the Association’s Manager, or if one does not exist, the Board of Directors, for a variance to allow a vehicle to be parked in the street or roadway in front of the Owner’s home for a period of time not to exceed six months to resolve any such emergency or extenuating circumstances of that Owner. Variances may be considered based on factors and criteria as the Owner deems appropriate, including a family emergency or

other extenuating circumstances that may arise after all of the Owner's garage and driveway parking spaces are utilized by vehicles. No more than two variance requests, at any one time, may be submitted for consideration by the Board of Directors from the occupants of a household of an Owner. Variance requests under this Section shall be reviewed by the Board of Directors. The Board of Directors will base its decision on whether, in its sole discretion, such variance is necessary on a case by case basis.

(d) Restriction on RV's, Boats, Large Vehicles, Commercial Vehicles and Other Vehicles as May Be Restricted by Rules. The following vehicles may not be parked or stored within the Master Association Area:

- (i) vehicles with a rated or referenced carrying capacity of more than one ton;
- (ii) recreational vehicles or vehicles commonly known as an "RV" or designated as an "RV" in Rules and Regulations of the Association;
- (iii) boats;
- (iv) boat trailers;
- (v) camping trailers;
- (vi) hauling trailers;
- (vii) boat or RV accessories;
- (viii) tractors or vehicular equipment;
- (ix) commercial vehicles; or
- (x) other types of vehicles or equipment as prohibited by rule or regulation.

For purposes of this Declaration, the foregoing vehicles are collectively referred to as "Restricted Vehicles."

(e) Exceptions to Parking of Restricted Vehicles. Restricted Vehicles are permitted if parked or stored within a garage, or if parked in a designated parking or storage area, a Publicly Owned Site, a Publicly Owned Site specifically exempted from this restriction by any Supplemental Declaration covering such Sites, or as authorized in writing by the Association.

(f) Temporary Exceptions to Restricted Vehicles Parking. Restricted Vehicles may be parked as a temporary expedience for loading, delivery of goods or services, or emergency, for up to 48 consecutive hours, after advance notice to the Association, in care of its Manager, or if no Manager, in care of the Board of Directors. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Master Association Area which are necessary for construction or for the maintenance of any Master Association Properties.

(g) Restriction on Vehicle Repairs. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted on a Privately Owned Site or in the Master Association Area, outside of garages or other completely enclosed structures which prevents such activities from being seen or heard from the street or adjoining property. This restriction shall not be deemed to prohibit washing and polishing of vehicles.

(h) Restriction on Parking and Fire Lanes. Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) is prohibited.

(i) Restriction on Abandoned, Unlicensed and Inoperable Vehicles. Abandoned, unlicensed or inoperable automobiles or vehicles, as described in this Declaration, and as also may be further described or defined in Rules and Regulations, may not be stored or parked outside of the Improvements located on a Privately Owned Site or within the Master Association Area, unless parked or stored within a garage. An “abandoned or inoperable vehicle” shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, and/or as defined by rule or regulation adopted by the Association. In the event that the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the Owner thereof or shall be conspicuously placed upon the vehicle. If the abandoned or inoperable vehicle is not removed within 72 hours after providing such notice, the Association shall have the right to remove the vehicle, and the owner thereof shall be solely responsible for all towing and storage charges.

(j) Enforcement of These Restrictions.

(i) Towing and/or Booting, After Notice. If any vehicle is parked in violation of this Section or in violation of the Association's Rules and Regulations, the Board of Directors may cause a notice to be placed on the vehicle, specifying the nature of the violation and stating that after 72 hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice may also be conspicuously placed in the Master Association Area stating the name and telephone number of the person or entity which performs towing and/or booting on behalf of the Association. If the violation continues, after 72 hours of such notice, or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the prior notice, without further notice to the vehicle owner or user. Owners with vehicles towed or booted shall be subject to a Reimbursement Assessment for such removal and storage, as allowed for under the Declaration.

(ii) Towing or Booting Without Notice. If a vehicle is:

- (a) parked in a fire lane;
- (b) blocking another vehicle;
- (c) blocking access to another Owner's or an occupant's property;
- (d) obstructing the flow of traffic;
- (e) parked on any grassy or landscaped area;
- (f) parked in a space which has been assigned as exclusively serving another Privately Owned Site; or
- (g) otherwise creating a hazardous condition,

no notice shall be required and the vehicle may be towed or booted immediately.

(iii) No Association Liability for Towing or Booting. If a vehicle is towed or booted in accordance with this section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(k) Local Government Ordinances on Parking. The Master Association Area is subject to all ordinances for the Town of Parker, which, at the time of this Declaration, are permissive as to the parking restrictions provided for in this Section, and which could be more restrictive than the restrictions set forth in this Section.

(l) Association Rules and Regulations. All Owners are subject to the Rules and Regulations of the Association, which may impose further restrictions regarding parking.

II. No Other Amendments. Except as amended by the terms of this Amendment and previous amendments, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned.

**STROH RANCH COMMUNITY ASSOCIATION,
INC. ,**
a Colorado nonprofit corporation

By: _____
President

By: _____
Secretary

AFTER RECORDING RETURN TO:

Orten & Hindman, P.C.
11901 W. 48th Ave.
Wheat Ridge, CO 80033
Attn: JCMO