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***AMENDED AND RESTATED
MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STROH RANCH***

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**AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STROH RANCH**

THIS AMENDED AND RESTATED DECLARATION is effective upon recording.

RECITALS:

A. On March 18, 1988, the Parker Investment Limited Partnership, a Delaware limited partnership, submitted the real property described on Exhibit A to that certain Master Declaration of Covenants, Conditions and Restrictions for Stroh Ranch recorded in the real property records of Douglas County, Colorado at Reception No. 8806254, as amended and supplemented by numerous documents of record (collectively, the "Original Declaration") to its covenants, conditions and restrictions;

B. The Owners within the Stroh Ranch Community desire to amend and restate the Original Declaration by virtue of this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Stroh Ranch ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration; and

C. The Original Declaration provides for and allows for this Declaration in Section 13.9(a), which provides as follows:

....the Association shall not:

(a) unless it has obtained the prior written consent of Delegates representing at least sixty-seven percent (67%) of the Class A Members and sixty-seven percent (67%) of the Class B Members and the prior written consent of sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each First Mortgage owned or held):

(5) change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner;

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

E. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

F. The purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

G. The purpose of the Association as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association; and

H. Pursuant to the requirements set forth in Section 13.9(a) of the Original Declaration, Delegates representing at least 67% of the Class A Members and 67% of the Class B Members, and 67% of the First Mortgagees that have registered with the Association, if any, pursuant to current underwriting guidelines for the Federal National Mortgage Association (FNMA), Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), the Colorado Housing Finance Authority (CHFA), or any other related agency have approved this Declaration.

NOW THEREFORE, the Original Declaration is replaced and superceded by the covenants, servitudes, easements and restrictions set forth below:

ARTICLE I DEFINED TERMS

Section 1.1 Defined Terms. Each capitalized term in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

(a) Act shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et. seq.*, as it may be amended.

(b) Architectural Review Committee or Committee means the committee appointed by the Board of Directors for the purpose of implementing the architectural review provisions of this Declaration and architectural guidelines for the Community to insure proper use, appropriate improvement, and harmonious additions, alterations and improvements within the Community.

(c) Assessment shall include all Common Expense Assessments, insurance Assessments, utility Assessments, and any other expense levied to Lots pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

- (d) Association or Master Association shall mean Stroh Ranch Community Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.
- (e) Board or Board of Directors shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.
- (f) Commercial Site or Commercial Lot shall mean any Lot or Property within the Community which is designated for commercial uses pursuant to recorded documents of record.
- (g) Common Area or Common Elements shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- (h) Common Expenses shall mean and refer to all expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves.
- (i) Community or Stroh Ranch Community or Planned Community shall mean the planned community known as "Stroh Ranch," and the real property subject to this Declaration and as further defined by the recorded Plats and the legal descriptions contained in this Declaration, and the Members of the Association.
- (j) Condominium shall mean (a) a "condominium unit" as defined in Section 38-33-103 of the CCIOA, as amended, or as may hereafter be defined in any future Colorado statute or statutes; or (b) that portion of real property owned by a cooperative housing corporation, as defined in Section 216 of the Internal Revenue Code, to which a shareholder is entitled to exclusive occupancy; or (c) a unit in a project in which an undivided interest in land is coupled with the right to exclusive occupancy of any space located thereon.
- (k) Declaration or Master Declaration shall mean and refer to this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Stroh Ranch, as amended, recorded in the office of the Clerk and Recorder of Douglas County, Colorado.
- (l) Development Rights shall mean those rights reserved for the Association, as set forth in this Declaration and those rights set forth in the Act.
- (m) Eligible Mortgage Holder shall mean a holder of a first mortgage on a Unit that has submitted a written request for the Association to notify such holder of any proposed action requiring the consent of a specified percentage of Eligible Mortgage Holders, which request must contain its name, address, and the legal description and address of the Unit upon which it holds a security interest.

(n) Governing Documents shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, any Maps and any Rules and Regulations of the Association, as all of the foregoing may be amended from time to time.

(o) Limited Common Area shall mean those portions of the Common Area which are limited to and reserved for the exclusive use of one or more, but fewer than all of the Owners.

(p) Lot shall mean and refer to any plot of land shown upon any recorded Plat of the Property with the exception of Common Areas.

(q) Member shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

(r) Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot or Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(s) Pet shall mean and include cats, dogs, birds, reptiles or other household animals, as may be further defined in or supplemented by the Rules and Regulations.

(t) Plat or Map shall mean and refer to the plat(s) and/or map(s) of the Property and improvements that are subject to this Declaration and which are designated in the Plat or Map recorded in the records of the Office of the Clerk and Recorder of Douglas County. More than one plat, map or supplement thereto may be recorded, and, if so, then the term "Plat" or "Map" shall collectively mean and refer to all of such plats, maps and supplements thereto.

(u) Property shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(v) Residential Site or Residential Lot shall mean any Lot or other Property within the Community designated for residential use in recorded documents of record.

(w) Rules and Regulations shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community and/or clarification of the Governing Documents, including any amendment to those instruments.

(x) Subassociation shall mean any Colorado corporation and its successors and assigns, organized and established or authorized pursuant to, or in connection with, one or more Supplemental Declarations, the membership of which is composed of Owners within the area covered by recorded documents of record.

(y) Unit shall mean and refer to any plot of land shown upon any recorded Plat of the Property with the exception of Common Areas, if any.

ARTICLE 2 NAMES & DESCRIPTION OF PROPERTY/EASEMENTS

Section 2.1 Name and Type. The type of Common Interest Community is a Planned Community. The name of the Planned Community is Stroh Ranch. The name of the Association is the "Stroh Ranch Community Association, Inc."

Section 2.2 Property. The Planned Community is located in Douglas County, State of Colorado. The Property of the Planned Community is described in *Exhibit A* of this Declaration, in the Original Declaration, in the Plat, and/or is consistent with the common scheme and plan for the creation and operation of the Community. The number of Lots currently included in the Community is 1040. Easements for utilities and other purposes over and across the Lots and any Common Area may be as shown upon a recorded Plat and on any recorded Map of the Planned Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.3 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any Common Area and such easement 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 promulgate and publish Rules and Regulations with which each Owner and their tenants, invitees, licensees and guests shall strictly comply;

(b) the right of the Association, to suspend the voting rights and the right to use of any Common Area and recreational facilities for a period not to exceed 60 days or during any period of violation of any other provision of the Governing Documents, whichever is greater; provided that suspension of voting and use rights shall be automatic during any period that an Owner is in default in payment of any Common Expense Assessment;

(c) the right of the Association, upon approval of at least 67% of the total Association vote, to mortgage the Common Area as security for that purpose, provided, that the rights of such mortgagee shall be subordinate to the rights of the homeowners;

(d) the right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication or similar interest through, over or in the Common Area;

- (e) the right of the Association to transfer or convey ownership of any Common Area;
- (f) the right of the Association to close or limit the use of any Common Area while maintaining, repairing and making replacements in any Common Area; and
- (g) the right of the Association to change use of, add or remove improvements to the Common Area.

Section 2.4 Delegation of Use. Owners may delegate their right of enjoyment to any Common Area and facilities to the members of their family, their tenants, guests, or contract purchasers who reside at their Lot. If the Owner delegates rights to use the Common Area and facilities to tenants or contract purchasers who reside at their Lot, the Owner shall not be entitled to use the Common Area and facilities. The Board of Directors shall have the express right to limit Owners' ability to delegate their right to use the recreational amenities of the Community through Rules and Regulations and/or to charge reasonable fees charged for such use.

Section 2.5 Disclaimer of Liability. The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Area or any of its improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Area, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

Section 2.6 Easements for the Association. Each Lot shall be subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees and contractors) to allow for their performance of obligations in this Declaration, provided that the easement granted and the use thereof shall not unreasonably interfere with or impair the use of any improvements constructed on a Lot and shall be exercised only after reasonable notice to the Owner of the Lot.

Section 2.7 Utility, Map and Map Easements. Easements for utilities and other purposes over and across the Lots and Common Areas may be as shown upon the Plat or Map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.8 Easements for Encroachments. If any portion of an improvement encroaches upon the Common Area or Limited Common Area, or upon any adjoining Lot, including any future encroachments arising or resulting from erosion or subsidence, or from the repair or reconstruction of an improvement subsequent to its damage, destruction or condemnation, a valid easement on the

surface and for subsurface support below the surface and for the maintenance of same, so long as it stands, shall and does exist for such encroachment; provided, however, that no such easement shall be deemed to exist for an encroachment of improvements from a Residential Lot upon any other Residential Lot, the Common Area, or Limited Common Area when such encroachment is negligently or willfully created.

Section 2.9 Joint Access Drive Easements. Certain driveways in the Community may be located partially on portions of two adjacent Lots, for the purpose of providing vehicular access to each of such Lots and the improvements thereon ("Joint Access Drives"). The Association hereby reserves over each of such Lots upon which any portion of a Joint Access Drive may now or hereafter be located ("Burdened Lot"), a perpetual, non-exclusive easement running with the land for the benefit of the adjacent Lot, upon which the other portion of such Joint Access Drive is located ("Benefitted Lot"), for pedestrian and vehicular access, ingress to and egress from the Benefitted Lot, on, over and across those portions of the Joint Access Drive located on the Burdened Lot and which provide access to the Benefitted Lot ("Driveway Easement"). Said Driveway Easements are hereby granted upon the following terms and covenants:

(a) Driveway Easements shall be recorded showing: (i) the general location of one or more Driveway Easements; (ii) the designated Burdened Lot; and (iii) the Benefitted Lot.

(b) Each Driveway Easement shall be exclusively for the use of the Owners of the Benefitted Lot, and their respective family members, tenants, guests and invitees (any one or more of whom shall hereafter be referred to as a "Permitted Party"). However, no Driveway Easement shall be used in any manner by any Permitted Party in such a way as to interfere unreasonably with use of such Driveway Easement by any other Permitted Party.

(c) Without limiting the generality of the foregoing, no vehicle or object shall be placed, parked, stored or located on any portion of a Driveway Easement so as to block, impede or impair access on, over or across such Driveway Easement.

(d) Maintenance, repair, and replacement of the improvements of each Driveway Easement including, without limitation, snow removal, shall be the joint responsibility and obligation of the Owners of the Burdened Lot and Benefitted Lot to which such Driveway Easement is appurtenant, and the cost thereof shall be shared equally by such Owners; provided, however, that any maintenance, repair or replacement necessitated by the negligent or willful act or omission of a Permitted Party may entitle an Owner to demand from another Owner a larger contribution.

(e) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to and shall run with the land, and shall pass to such Owner's successors in title.

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership. Every person who is a record Owner of a fee interest in any Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership. Each Lot shall be allocated one vote which shall be cast as a single vote and shall not be subject to fractional voting.

Section 3.2 General Purposes and Powers of the Association. The Association, through its Board of Directors, shall perform functions and manage the Stroh Ranch Community as provided in this Declaration so as to protect the value and desirability of the Stroh Ranch Community and the Lots. The Association shall be responsible for the maintenance, repair, replacement and improvement of any Common Area. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Authority of the Association. The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, to the extent it applies to communities created prior to July 1, 1992, this Declaration, the Plat or Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

Section 3.4 Managing Agent. The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.5 Security Disclaimer. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor

does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

Section 3.6 Education and Training. As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the *Governing Documents*, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.

Section 3.7 Power to Provide Services to Subassociations. The Association shall have the power to provide services to Subassociations. Such services to any Subassociation shall be provided pursuant to an agreement in writing between the Association and such Subassociation which shall provide for the payment by such Subassociation to the Association of the expenses which the Association incurs in providing such services to the Subassociation, including a fair share of the overhead expenses of the Association. Services which may be provided to a Subassociation may include, without limitation: (a) the construction, care, operation, management, maintenance, repair and replacement of improvements owned by the Subassociation; (b) the provision of any or all of the functions of the Association under this Declaration to the area covered by the Subassociation; (c) the enforcement of the provisions of any Supplemental Declaration for, on behalf of, and in the name of the Subassociation; (d) the collection of assessments for, in the name of, and on behalf of the Subassociation; (e) the payment of taxes for a Subassociation with funds of the Subassociation; (f) the procurement of insurance for a Subassociation; (g) the collection of charges for use of facilities of a Subassociation; and (h) the appointment and supervision of a manager or managers for a Subassociation. In lieu of collecting the expenses for such services from the Subassociation the Association shall have the right to collect them directly from the members of the Subassociation in installments as part of the Common Assessments.

Section 3.8 Power to Operate and Charge for Facilities and Services. The Association shall have the power to acquire, create, own and operate any and all such facilities and services as it deems appropriate, including, without limitation, landscape maintenance and refuse collection, or any other similar or dissimilar function, and to establish charges for the use of facilities and services. The charges may include admission, rental or other fees and charges for any use of property, facilities or services of the Association. Such charges or fees shall be as determined from time to time by the Board of Directors.

Section 3.9 Powers as to Trash Collection. The Association shall have the power to regulate the days and hours during which trash and solid waste may be collected or put out for collection in any portion of the Community. The Association shall also have the power to provide services for the collection of trash and solid waste within one or any portions of the Community..

Section 3.10 Right of Association to Allow Public Use. The Association, acting through the Board, shall have the right to allow members of the general public to use Common Area, including any recreation facilities located on the Common Area, provided that use by the general public does not unreasonably interfere with or impair the rights of use and enjoyment of Owners. Public use of recreation facilities may include the sale by the Association of memberships to such recreation facilities for a lump sum, monthly fee, or both.

ARTICLE 4 COVENANT FOR ASSESSMENTS FOR COMMON EXPENSES

Section 4.1 Creation of Association Lien and Personal Obligation to Pay Assessments for Common Expenses. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Assessments for Common Expenses, insurance Assessments, and such other Assessments as imposed by the Association. Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became or fell due. The Association annual Assessments for Common Expenses and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Assessments for Common Expenses by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the Assessments for Common Expenses are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration. Except as provided in this Declaration, all Assessments for Common Expenses shall be assessed against all Lots equally.

Section 4.2 Basis of Assessments. Common Expense Assessments may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties pursuant to the Governing Documents during such Assessment year.

Section 4.3 Annual Assessment. Assessments for Common Expenses shall be allocated equally and shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 4.4 Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area, including fixtures and personal property related thereto, or for any other purpose deemed necessary and appropriate by the Board of Directors. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 4.5 Supplemental Assessments. The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (a) Those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: improvement, repair, replacement or maintenance specific to a Lot;
- (b) Improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (c) All fines and costs assessed against an Owner pursuant to the Governing Documents; and
- (d) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

Section 4.6 Working Capital. The first Owner of each Lot made a non-refundable contribution to the Association in an amount of three times the then monthly Common Expense Assessment. This contribution was collected and transferred to the Association at the time of closing of the sale and shall, until used, be maintained in a segregated account with other such working capital funds for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of Assessments as the same become due. Upon the transfer of his or her Lot, an Owner shall be entitled to a credit from his or her transferee (but not from the Association) for the aforesaid contribution to the working capital fund.

Section 4.7 Application of Payments. All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Lot shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any special or regular Assessments due or to become due with respect to such Owner.

Section 4.8 Effect of Non-Payment of Assessments.

(a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 10 days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

(b) Failure to make payment within 30 days of the due date thereof shall cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Member's annual Assessment.

(c) Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 4.9 Assignment of Rents. As allowed by law, if a Lot is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Lot are more than 30 days delinquent, the Association may collect, and the occupant or lessee shall pay to the Association, the rent for any Lot owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Association's request. The Association shall send notice to the Owner by any reasonable means at least 10 days prior to initiating the collection of rent from the Owner's occupant or lessee. The occupant and/or lessee shall not have the right to question the Association's demand for payment. Payment by the occupant or lessee to the Association will satisfy and discharge the occupant or lessee's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Lot rental or a waiver of the Owner's obligations as provided in the Declaration. The Association shall not exercise this power where a receiver has been appointed with respect to a Lot or Owner, nor in derogation of the exercise of any rights to rents by a the holder of a first lien security interest of a Lot. If an occupant or lessee fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under Colorado statutes, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the occupant or lessee in that action, and from the Owner of the Lot in the same manner as any other Assessment under this Declaration.

Section 4.10 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Lot from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 4.11 Borrowing. The Association shall have the power to assign its right to future income, including the right to assign its right to receive Assessments for Common Expenses.

**ARTICLE 5
COVENANTS AND RESTRICTIONS ON USE,
ALIENATION AND OCCUPANCY**

Section 5.1 Flexible Application of the Subsequent Covenants and Restrictions. All Lots within the Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

Section 5.2 Authority. All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt and amend definitions of words, phrases and terms used in this Declaration and other Governing Documents.
- (c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.
- (d) All fines imposed are collectable as Assessments.

Section 5.3 Use/Occupancy. All Lots within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Residential Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations on Residential Lots shall be allowed so long as the home occupations are incidental and secondary to the use of the Residential Lot and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited on Residential Lots. In no instance shall a home occupation on a Residential Lot be visible externally, nor shall any home occupation employ any person other than the Owner. Uses which have one or more of the following characteristics are not permitted on Residential Lots: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi trailers; (e) the use or rental of any structure on a Residential Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

Section 5.4 Leasing and Occupancy. Any Owner shall have the right to lease or allow occupancy of a Residential Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

(a) "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Residential Lot by any person other than the Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Residential Lot as such Owner's primary residence shall not constitute leasing.

(b) Short term occupancies and rentals (of less than six months) of Residential Lots shall be prohibited, without prior written permission from the Association.

(c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners, at their own cost, are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.

(d) Each Owner who leases his or her Residential Lot shall provide the Association a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(e) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(f) All occupancies, leases and rental agreements of Residential Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(g) All occupancies of Residential Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to,

reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Residential Lot.

(h) Leases shall be for or of the entire Residential Lot.

(i) All Owners who reside at a place other than the Residential Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(j) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

Section 5.5 Maintenance of Lots and Improvements. Owners are responsible for the maintenance, repair and replacement of the property and improvements located within their Lot boundaries. The Association, and its agents, shall have the authority, after giving the Owner 30 days written notice, to enter, replace, maintain, repair and clean up Lots which do not conform to the provisions of this Section, and to charge and collect from the Owner thereof all reasonable costs related thereto as an Assessment hereunder.

Section 5.6 Landscaping Requirements and Restrictions. The landscaping of each Lot shall be maintained by the Owner in a good, neat, attractive and well-kept condition, whether xeriscaped or with turf, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, and removal of weeds and debris. In the event any landscaping located on public right-of-way areas between the property line of an Owner's Residential Lot and the street curb, or on any public easement areas or other public areas adjacent to an Owner's Residential Lot, is not being maintained by the governmental entity having maintenance responsibility for such areas, then the Owner of such Residential Lot shall be responsible for the proper maintenance of such landscaping for so long as and to the extent such entity is not undertaking such responsibility.

Section 5.7 Restrictions on Pets. Pets may be kept on a Lot, if the Pet is not a nuisance to other residents so long as such Pets are not kept for any commercial purpose and are not kept in such number or in such manner as to violate any zoning ordinance or other governmental requirements or to create a nuisance. The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats, or other household Pets are being kept for commercial purposes or are being kept in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Section, and to take such action or actions as it deems reasonably necessary to correct the violation. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or occupants in the Community or is otherwise considered to be a dangerous animal, as may be further defined in the Rules and Regulations. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not

corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any. When on other Common Area, Pets must be on a leash and under control. Feces left by Pets upon the Common Area must be removed promptly by the owner of the Pet or the person responsible for the Pet. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

Section 5.8 Antennae. "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot.

Section 5.9 Tanks. No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill shall be erected, placed or permitted upon any Lot without the prior written approval of the Association.

Section 5.10 Nuisances. No nuisance shall be permitted within the Stroh Ranch Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or any Common Area, or any portion of the Stroh Ranch Community by residents. Further, no improper, offensive or unlawful use shall be permitted within the Stroh Ranch Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Stroh Ranch Community or a portion thereof shall be observed.

Section 5.11 No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure including snow removal equipment and garden or maintenance equipment, except when actually in use.

Section 5.12 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 Community:

- (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, or as otherwise 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 Community which are necessary for construction or for the maintenance of any Common Area.

(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 Residential Lot or in the Common 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 Residential Lot or within the Common 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 Common 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 an 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 Residential Lot; 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 Common 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.

Section 5.13 Use of Common Area. There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Association.

Section 5.14 Party Walls. Except as hereinafter provided, the rights and duties of Owners of contiguous Residential Lots which have shared walls or fences ("Party Walls") shall be as follows:

- (a) each Owner shall have the right to use the Party Wall, provided that such use does not interfere with the other Owner's use and enjoyment thereof;
- (b) if a Party Wall is damaged or destroyed through the willful or negligent act of an Owner or the Owner's tenants, guests, or family members, the Owner shall be obligated to rebuild and repair the Party Wall at the Owner's sole expense. Any dispute over an Owner's liability shall be resolved as provided in subsection (d) below;
- (c) in the event any Party Wall is damaged or destroyed other than by the willful or negligent act of an adjoining Owner or the Owner's Related Users, or deteriorates from ordinary wear and tear, it shall be the joint obligation of all Owners whose Residential Lots adjoin the damaged or destroyed portion of such Party Wall to immediately rebuild and repair such Party Wall, such expense to be ratably divided among such Owners on the basis of the amount of frontage of their respective Residential Lots on the damaged or destroyed Party Wall.
- (d) in the event of a dispute between Owners with respect to a Party Wall or the sharing of the cost thereof, such Owners shall submit the dispute to the Architectural Review Committee, whose decision shall be binding unless appealed to the Board of the Master Association, in which event the Board's decision, following notice and hearing, shall be binding and final. Notwithstanding any such decision, no Owner is prohibited from seeking indemnity from the party causing the damage; and
- (e) any wall or fence lying completely upon any portion of the Common Area, including any such wall or fence which lies adjacent to a Residential Lot, shall not be considered a Party Wall under this Section (i).

Section 5.15 Diseased Trees. The Master Association may, after providing reasonable notice to the Property Owner, enter upon any part of the Property at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees and other plant life. If any diseased or insect infested trees or other plant life are found, the Master Association may spray or remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost thereof applicable to Residential Lots may be levied by the Master Association as an Assessment against such Lots pursuant to this Declaration.

Section 5.16 Grading and Drainage. No water shall be drained or discharged from any Residential Lot except in accordance with established drainage patterns, as determined in the sole discretion of the Board of Directors. Finished grades along the periphery of a Residential Lot shall match the existing grades or the top of the curb of any constructed or proposed streets adjacent to the Residential Lot; the tolerance allowed shall be within plus or minus one foot of the existing grades or the top of the curb within a horizontal distance of 20 feet unless otherwise approved by the Architectural Review Committee.

Section 5.17 Site Distance at Intersections. No fence, wall, improvement, hedge, shrub, tree, planting, foliage, or any other obstruction, as determined in the sole discretion of the Board of Directors, shall be permitted to obstruct elevation, intersection, or other site lines as established in the Rules and Regulations or by city or town ordinances.

Section 5.18 Fencing. No fence or exterior wall shall be erected, placed or altered on any Residential Lot nearer to any street than the minimum building setback line shown on the Plat, or as provided by applicable law, whichever is greater. Further, all such fencing shall not exceed 72 inches in height, or as allowed by applicable law, whichever is lesser. Any and all fencing material utilized within the Community shall be restricted to cedar or redwood or such other materials as may be approved by the Architectural Review Committee, and all fence designs and specifications for fences to be located within the Community shall be approved by the Architectural Review Committee prior to installation, pursuant to the terms of this Declaration. Fences along open Common Area, as determined by the Board of Directors, shall be required to be open "marlboro fencing" as further set forth in the Rules and Regulations.

Section 5.19 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Stroh Ranch Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Stroh Ranch Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Stroh Ranch Community except with the prior written approval of the Association.

Section 5.20 No Hazardous Activities. No activity shall be conducted on and no improvement shall be constructed on any Property within the Community which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Community. No open fires shall be lighted or permitted on any Property within the Community except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner or Owners shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 5.21 Restrictions on Clotheslines and Storage. Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board and except as otherwise permitted by Colorado law, no clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted on any Lot unless the same, in each instance, is expressly permitted in writing by the Association. Owners shall deem to hold the Association harmless from any claim resulting from any clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas maintained on their Lot.

Section 5.22 Restriction on Signs and Advertising Devices. (a) Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on the Common Area or on a Residential Lot except such sign or signs as may be approved in writing by the Association. (b) Signs intended to impact the outcome of an election must be displayed in accordance with the Association's Rules and Regulations. (c) One professionally lettered "For Sale" or "For Rent" sign not to exceed three feet by two feet and one professionally lettered security or alarm system sign not exceeding one square foot may be displayed on a Residential Lot.

Section 5.23 Garage Sales. No garage, patio, porch, or lawn sale shall be held on any Residential Lot, except that a Residential Lot Owner may conduct such sale for up to three consecutive days not more than twice in any calendar year if (i) the items sold are only from his or her own furniture and furnishings, not acquired for the purposes of resale; (ii) such sale is held at such time and in such manner as to not disturb any other resident in the Community; and (iii) such sale is held in full compliance with the applicable governmental ordinances, statutes, resolutions, rules and regulations.

Section 5.24 Outbuildings and Temporary Structures. An "outbuilding" shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, trailers, mobile homes, tents, shacks, barns, or detached garages or carports, shall be allowed on any Lot unless approved in writing by the Board of Directors or the Architectural Review Committee. Further, no outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently.

Section 5.25 Trash Removal Restriction. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or any Common Area or on any Lot, unless placed in a suitable container suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner. If trash removal is a service ever offered by the Association to Owners, then the Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners.

Section 5.26 Rules and Regulations. In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 5.27 Compliance with Governing Documents. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

Section 5.28 Compliance With Other Laws. No improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 5.29 Compliance With Insurance Requirements. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on Property within the Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

Section 5.30 Restrictions on Sewage Disposal System. No cesspool, septic tank or other sewage disposal system shall be installed within the Community without the prior written consent of the Architectural Review Committee, except a central sewage disposal system installed or maintained by a water and sanitation district or other governmental or quasi-governmental sanitation agency providing sewage disposal services to a significant portion of the Community. Any sewage disposal system installed for property within the Community shall be subject to applicable laws, rules and regulations of any governmental authority having jurisdiction.

Section 5.31 Restriction on Mining and Drilling. No Property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 5.32 Use of the Words Stroh Ranch and Stroh Ranch Community Association, Inc. No Owner or resident shall use the words Stroh Ranch or Stroh Ranch Community Association, Inc. or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

ARTICLE 6
ARCHITECTURAL REVIEW

Section 6.1 Required Approval. No structures, including residences, outbuildings, accessory buildings, tennis courts, swimming pools, antennas (except as otherwise permitted in this Declaration), flag poles (except as otherwise permitted by the Act), fences, walls, exterior lighting, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any painting, alteration or change to the exterior of the improvements, the exterior of a residence, to a Lot, to any established drainage pattern on a Lot, or to any structure or any attachment to the exterior of a residence (including paint, awnings, patios, decks, or shutters) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Review Committee ("Committee") as may be outlined in the Rules and Regulations. Further, no Property in the Community shall be further divided or subdivided without the prior written approval of the Committee. The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), location and size of driveways, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee.

Section 6.2 Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:

- (a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Committee;
- (b) Owners shall immediately comply with any request by the Association for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;
- (c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;
- (d) Owners shall notify the Committee of completion of the improvement's installation or construction within five days of such completion;
- (e) Upon completion of an improvement, Owners authorize the Committee or its representative(s) to enter onto the Lot for exterior inspection;

(f) Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the Committee's approval;

(g) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(h) In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 6.3 Architectural Criteria. The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of the exterior appearance of structures with neighboring structures, effective location and use of improvements on nearby Lots, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration. Upon its review of such plans, specifications and submittals, the Committee may require that the applicant(s) reimburse the Board for actual expense incurred by it in its review and approval process.

Section 6.4 Establishment of the Committee. The Committee shall consist of a minimum of five members appointed by the Board of Directors. The Board shall have the authority to remove any members of the Committee at their sole discretion.

Section 6.5 Required Approval by Any Subassociation Architectural Committee. In addition to approval of improvements to Property by the Committee of the Association, approval of improvements to Property shall also be required by the architectural committee of any Subassociation if and to the extent set forth in the Supplemental Declaration or other documents of record creating such Subassociation.

Section 6.6 Architectural Guidelines. The Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association.

Section 6.7 Reply and Communication. The Committee shall reply to all submittals of plans made in accordance herewith in writing within 45 days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within 45 days after the Committee has received the plans and specifications, approval shall be deemed to be granted; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration, the Rules and Regulations or any architectural guidelines adopted by the Board. All communications and submittals shall be addressed to the Committee in care of the Association.

Section 6.8 Conditions of Approval. In the discretion of the Board or the Committee, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

Section 6.9 Commencement and Completion of Construction. All improvements approved by the Committee must be commenced within six months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within one year of commencement.

Section 6.10 Variances. The Board may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines.

Section 6.11 Right to Appeal. If the Board of Directors is not acting as the Committee, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board of Directors. The Board of Directors shall review the decision of the Committee pursuant to the criteria set forth in this Article and/or the architectural guidelines. Any decision of the Committee may be overruled and reversed on appeal by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision was inconsistent with the criteria set forth in this Article and the guidelines.

Section 6.12 Waivers. The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 6.13 Liability. The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements.

Section 6.14 Records. The Association shall maintain written records of all architectural approval applications submitted and all actions taken and decisions made with respect thereto. Such records shall be open and available for inspection and copying by any Owner and such Owner's designated agent(s) during reasonable hours of the business day according to any policy adopted by the Board.

Section 6.15 Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right, but not the obligation, to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association may be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Association to enforce any covenant or restriction contained in this Section shall in no event be deemed a waiver of the right to do so thereafter. In addition, or in the alternative, the Association shall have all other enforcement rights as set forth in this Declaration and as allowed by law.

ARTICLE 7 INSURANCE/CONDEMNATION

Section 7.1 Insurance on the Lots. Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot.

Section 7.2 Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Section 7.3 Hazard Insurance on Common Area. The Association shall obtain hazard insurance covering loss, damage or destruction by fire or other casualty to any insurable improvements installed or made to any Common Area and the other property of the Association.

Section 7.4 Association Liability Insurance. The Association shall obtain public liability and property damage liability insurance covering any Common Area, in such limits as the Board may determine from time to time, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

Section 7.5 Association Fidelity Insurance. The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

Section 7.6 Association Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 7.7 Directors' and Officers' Personal Liability Insurance. The Association shall obtain directors' and officers' personal liability insurance to protect the officers, directors, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

Section 7.8 Miscellaneous Terms Governing Insurance Carried by the Association. The Association shall maintain, to the extent reasonably available, insurance policies with the following terms or provisions:

- (a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.
- (b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.
- (c) All policies of insurance shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without prior written notice to all of the Owners as provided by Colorado law and to the Association.
- (d) If requested, duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all holders of first lien security interests at least 10 days prior to the expiration of the then-current policies.

(e) All liability insurance shall name the Association, the Board, the manager or managing agent, if any, the officers of the Association, holders of first lien security interests, their successors and assigns and Owners as insureds.

(f) Prior to the Association obtaining any blanket policy of casualty insurance on any Common Area, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of any Common Area and any improvements thereon, without deduction for depreciation, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In the event the Association obtains casualty insurance on the Lots, then in no event shall that casualty insurance policy contain a co-insurance clause.

(g) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(h) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner.

Section 7.9 Other Association Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature, including flood insurance, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 7.10 Insurance Premium. Insurance premiums for insurance provided by the Association shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 7.11 Annual Insurance Review. The Board shall review the insurance carried by and on behalf of the Association at least annually, for the purpose of determining the amount of insurance required.

Section 7.12 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners and holders of first lien security interests as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association is not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored.

Section 7.13 Duty to Repair. Any portion of the Community for which the Association is required to insure under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association, except as provided in the Act.

Section 7.14 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

Section 7.15 Responsibility for Payment of Deductible Amount.

(a) Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Area unless the damage is caused by the negligent or willful act or omission of an Owner, his family, guests, or invitees, in which case the Association shall seek reimbursement of the deductible amount in compliance with and under the terms of the Declaration.

(b) Any Owner who receives the proceeds of any Association insurance shall be responsible for the payment of the deductible in proportion to the percentage of insurance proceeds received. Such deductible shall be due within 10 days of notification and shall be considered a Common Expense Assessment allocated directly to the Lot and shall be collected as provided in this Declaration.

Section 7.16 Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. This Insurance Assessment shall not be considered an Assessment as discussed in this Declaration and shall not require any vote or ratification of the Owners.

Section 7.17 Damage to or Destruction on Lots. In the event of damage to or destruction of structures or improvements on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure and improvements in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

**ARTICLE 8
DEVELOPMENT RIGHTS OF THE ASSOCIATION**

Section 8.1 Development Rights. The Association shall have and reserves, for itself, the following Development Rights:

- (a) the right to create Lots from or to convert Common Areas into Lots, convey any Lot created from the Common Areas, subdivide the Common Areas, separately or jointly, with any party as may be jointly granted Development Rights from all Owners with the Association; *provided, further*, that if not expressly assigned to the Association or any other person, the net proceeds from any conveyance of a Lot created by the Association, shall be held by the Association on behalf of Owners, pursuant to their Allocated Interests prior to the new Lot;
- (b) the right to relocate boundaries between adjoining Lots (as allowed in the Act); enlarge Lots; enlarge the Common Areas; eliminate, reduce or diminish the size of Lots owned by it or as applied for by an Owner; reduce or diminish the size of areas of the Common Areas; subdivide Lots; or complete or make improvements, as the same may be indicated on Maps filed of record or filed with the Declaration;
- (c) the right to construct additional Lots, Common Areas and Limited Common Areas as part of the exercise of any Development Rights;
- (d) the right to exercise any Development Rights reserved or allowed in the Act;
- (e) the right to amend the Declaration in connection with the exercise of any development right;
- (f) the right to amend the Maps in connection with the exercise of any development right; and
- (g) the right to exercise any additional reserved right created by any other provision of this Declaration.

Section 8.2 Construction and Access Easement. In addition to the rights set forth above, Association shall have and also reserves the right to perform warranty work, repairs and construction work and to store materials in secure areas in Common Areas, and the future right to control such work and repairs, and the right of access thereto. All work may be performed without the consent or approval of any Owner or holder of a security interest. The Association and its assignees have such an access easement through the Common Areas and an access easement through the Community as may be reasonably necessary for exercising reserved rights in this Declaration.

Section 8.3 Utility Reservations. The Association hereby creates and reserves to itself, a blanket easement upon, across, over and under the Property, the Community and the Lots for access, utilities, drainage and the installation, replacement, repair and maintenance of utilities, including but not limited to water, sewer, waste water treatment, effluent irrigation systems, gas, telephone,

electricity and master television antenna or cable systems or subsequent utility as may be desired or provided. By virtue of this blanket easement, it shall be expressly permissible for the Association to erect and maintain the necessary facilities, equipment and appurtenances on the Property and to affix, repair, and maintain landscaping, fencing, water, treated waste water, effluent irrigation and sewer pipes, gas, electric, telephone and television wires, circuits, conduits and meters, and such other improvements or facilities. If any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement, a separate right and authority to grant such easement upon, across, over or under any part or all of the Property is reserved, provided the easement granted does not conflict with the terms hereof. The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property. Any damage to any improvement caused by the Association in exercising its rights under this Section will be repaired promptly by the entity causing the damage. The foregoing, however, shall not be deemed to render the Association liable for any damage caused by any third party, including, without limitation, any utility company.

Section 8.4 Development of the Community — Supplemental Declarations. Before another Lot is created and conveyed by the Association to an Owner, and before any Lot owned by the Association is eliminated or withdrawn, a Supplemental Declaration must be authorized by the Board of Directors and recorded, which may supplement the covenants, conditions and restrictions contained in this Declaration. Upon recordation of a Supplemental Declaration, all of the Property shall be subject to or no longer bound by all of the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration, as amended or supplemented by a Supplemental Declaration, as applicable.

Supplemental Declarations may include the following: (a) the Supplemental Declaration may be executed and acknowledged by the Association (acting through the Board of Directors) or by the Owner or Owners of a Lot covered by the Supplemental Declaration; (b) the Supplemental Declaration must contain the executed and acknowledged written consent of authorized officers of the Association; (c) the Supplemental Declaration may contain a legal description of the property subject thereto; (d) the Supplemental Declaration may contain a reference to this Declaration; and (e) Supplemental Declarations may impose, on the portion of the Property effected thereby, or any existing portion of the Community, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions in addition to those set forth in this Declaration, taking into account the unique and particular aspects of the property covered thereby.

Section 8.5 Restrictions on Subordinate Covenants and Maps. The prior written consent of the Association shall be required by any Owner or with regard to any Lot (a) before junior or subordinate covenants may be filed of record against all or any portion of a Lot, and (b) before any map, plat or re-subdivision may be filed of record against all or any portion of a Lot.

In the event an Owner records covenants against all or any part of a Lot without the written consent required by the provisions of this Section, or in the event an Owner records any map, plat or re-subdivision against all or any part of any Lot without the written consent required by the provisions of this Section, the instruments recorded shall be voidable and shall be deemed void by the Association upon the Association recording a notice to that effect.

Section 8.6 Rights Transferable/Rights Transferred. Any rights created or reserved under this Article or the Act for the benefit of the Association may be transferred to any person by an instrument describing the rights transferred recorded in the real property records of the Douglas County, State of Colorado. Such instrument shall be executed by the Association and the transferee. The rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Association, any Owners or any holders of security interest on a Lot. Any rights created or reserved under this Article or the Act for the benefit of the Association may also be transferred to the Association by an instrument describing the rights transferred recorded in the real property records of Douglas County, State of Colorado. Such instrument shall be executed by the transferor and the Association. The rights transferred may then be exercised by the Association in compliance with the requirements of C.R.S. §38-33.3-210 and C.R.S. §38-33.3-209(6) with the consent of the appropriate Owner(s) or any holders of a security interest on a Lot.

Section 8.7 No Further Authorizations Needed. The consent of Owners or holders of security interests shall not be required for exercise of any reserved rights set forth in this Declaration, and the Association (acting through its Board of Directors) or its assignees may proceed without limitation at their sole option. The Association or its assignees may exercise any reserved rights on all or any portion of the property in whatever order determined. The Association or its assignees shall not be obligated to exercise any reserved rights or to expand the Community beyond the number of Lots initially submitted.

Section 8.8 Amendment of the Declaration or Map. If the Association or any assignee elects to exercise any reserved rights, such party shall comply with the Act.

Section 8.9 Interpretation. Recording of amendments to the Declaration and the Map pursuant to reserved rights in this Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically: (a) vest in each existing Owner the reallocated Allocated Interests appurtenant to their Lot; and (b) vest in each existing security interest a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Lot. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the Community as expanded and to any additional improvements, and the same shall be added to and become a part of the Community for all purposes. All conveyances of Lots after such amendment is recorded shall be effective to transfer rights in all Common Areas, whether or not reference is made to any Amendment of the Declaration Map. Reference to the Declaration or Map in any instrument shall be deemed to include all Amendments to the Declaration or Map without specific reference thereto.

ARTICLE 9
SPECIAL RIGHTS OF HOLDERS OF
FIRST LIEN SECURITY INTERESTS

Section 9.1 General Provisions. The provisions of this Article are for the benefit of holders, insurers, or guarantors of holders of first lien security interests recorded within the Community. To the extent applicable, necessary or proper, the provisions of this Article apply to both this Declaration and to the Articles and Bylaws of the Association. Eligible insurers and guarantors of a first lien security interest shall have the same rights as an Eligible Mortgage Holder.

Section 9.2 Special Rights. Eligible Mortgage Holders shall be entitled to: (a) timely written notice from the Association of any default by a mortgagor of a Unit in the performance of the mortgagor's obligations under this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, which default is not cured within 60 days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association, including any annual audited financial statement; (d) receive written notice of all meetings of the Members of the Association; (e) designate a representative to attend any such meetings; (f) written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (g) written notice of abandonment or termination of the Association of the plan contemplated under this Declaration; (h) 60 days written notice prior to the effective date of any proposed amendments of a material adverse nature to first mortgagees to this Declaration, the Articles of Incorporation, or the Bylaws; (i) 60 days written notice prior to the effective date of termination of professional management of the Association or the Common Elements, when professional management had been required previously under the legal documents for the Community or by an Eligible Mortgage Holder; and (j) immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Common Elements or to the Unit on which the Eligible Mortgage Holder holds a security interest, if the cost of reconstruction exceeds \$20,000.00 and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Common Elements or any Units.

Section 9.3 Special Approvals. Unless at least 51% of the Eligible Mortgage Holders of first lien security interests (based on one vote for each mortgage owned) of Units in the Association and requisite Owners have given their written approval, neither the Association nor any Member shall (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any improvements thereon which are owned, directly or indirectly, by the Association (except that the granting of access easements, utility easements, drainage easements and water facilities easements or easements for other public purposes consistent with the intended use of such Property by the Association shall not be deemed within the meaning of this provision); (b) change the method of determining the obligations, Assessments or other charges which may be levied against Members or the method of allocating distributions of hazard insurance policy proceeds or condemnation awards; (c) by act or omission change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to architectural approval of improvement of Units, including the architectural design of the exterior appearance of Units, or the upkeep of the Common Elements; (d)

fail to maintain the casualty, fire and extended coverage insurance as elsewhere provided in this Declaration; (e) use hazard insurance proceeds for losses other than the repair, replacement or reconstruction of the improvements which were damaged or destroyed; (f) take action to terminate the legal status of the Community after substantial destruction or condemnation occurs; (g) adopt any amendments to this Declaration of a material adverse nature to first mortgagees; and (h) establish self-management by the Association when professional management has previously been required by the legal documents for the Community or by an Eligible Mortgage Holder. An amendment shall not be deemed material if it is for the purpose of correcting technical errors, or for clarification only. If an Eligible Mortgage Holder of a first lien security interest receives written request for approval of the proposed act, omission, change or amendment by certified or registered mail, with a return receipt requested, and does not deliver or post to the requesting party a negative response within 60 days, it shall be deemed to have approved such request.

Section 9.4 Right to Pay Taxes and Insurance Premiums. Any holder of a first lien security interest shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against a Unit or any of the Common Elements and may pay any overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Elements or Units.

ARTICLE 10 GENERAL PROVISIONS

Section 10.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents as allowed by law. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot as allowed by law;

(ii) suspending the right to vote and the right to use Common Area as allowed by law;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents as allowed by law;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration and as allowed by law;

(v) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community as allowed by law;

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents as allowed by law; and

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both as allowed by law.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Lot.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Section 10.2 Attorney Fees. If an Owner fails to pay any Assessment as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding as allowed by law. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal

proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner shall be charged as an Assessment and shall constitute a lien against the Lot as allowed by law.

Section 10.3 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 10.4 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 10.5 Amendment of Declaration by Owners. Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least 51% of the total votes in the Association and with the written consent of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Douglas County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 10.6 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 10.7 Interpretation. The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 10.8 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 10.9 Challenge to this Amendment. All challenges to the validity of this amendment or any future amendments must be made within one year after the date of recording of this document. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 10.10 Non-Waiver. Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 10.11 Conflict of Provisions. In case of conflict between this Declaration and the Articles or Bylaws, this Declaration shall control. In the case of conflict between the Articles and Bylaws, the Articles shall control.

The undersigned, being the president and the secretary of Stroh Ranch Community Association, Inc., hereby certify that pursuant to the requirements set forth in Section 13.9(a) of the Original Declaration, Delegates representing at least 67% of the Class A Members and 67% of the Class B Members, and 67% of the First Mortgagees that have registered with the Association, if any, pursuant to current underwriting guidelines for the Federal National Mortgage Association (FNMA), Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD, the Veterans Administration (VA), the Colorado Housing Finance Authority (CHFA), or any other related agency have approved this Declaration. Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

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

By: 

President

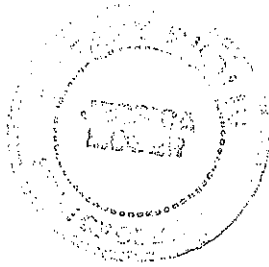
ATTEST:



Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing Declaration was acknowledged before me by RJ O'Connell, as President and by Amar Castillo, as Secretary, of Stroh Ranch Community Association, Inc., a Colorado nonprofit corporation, on this 21 day of January, 2011.



Jessica Mason
Notary Public

My commission expires: 5-23-13

EXHIBIT A
PROPERTY

[attached]

EXHIBIT A
TO
MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STROH RANCH
PARKER, COLORADO

STROH RANCH FILING NO. 3 AND STROH RANCH FILING NO. 4, COUNTY OF
DOUGLAS
STATE OF COLORADO

EXHIBIT
TO
MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STROH RANCH
PARKER, COLORADO

A parcel of land located in the NE 1/4 of the SE 1/4 of Section 34, Township 6 South, Range 66 West of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, being more particularly described as follows:

A strip of land 1.84 feet in width, being 0.92 feet on each side of the following described centerline:

Commencing at the southwest corner of Tract B2, said tract being a part of Stroh Ranch Filing No. 1 as recorded under Reception No. _____ in the Clerk and Recorder's office of Douglas County; thence N 85°47'53" E a distance of 19.89 feet to the POINT OF BEGINNING; thence S 54°14'29" E a distance of 15.37 feet; thence N 35°47'01" E a distance of 23.84 feet to a point on a curve; thence along a non-tangent curve to the left having a radius of 17.46 feet, a central angle of 183°43'57" whose chord bears N 35°42'27" E and an arc length of 55.99 feet; thence N 36°01'07" E a distance of 23.82 feet; thence N 54°23'50" W a distance of 15.37 feet to the Point of Terminus; said parcel containing 242 square feet more or less.

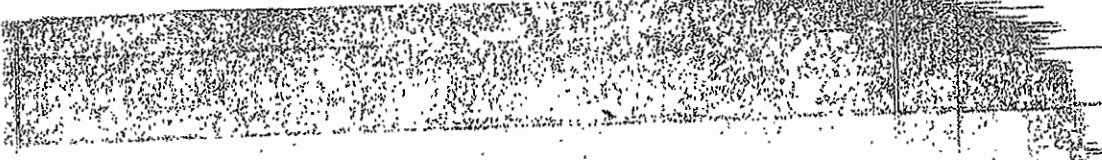
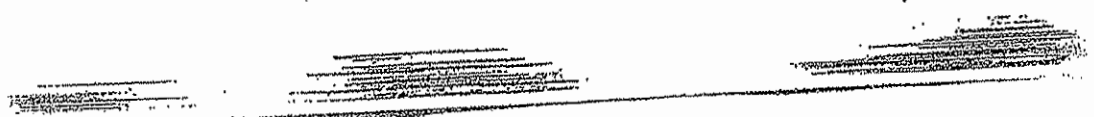


EXHIBIT A
TO
SECOND SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STROH RANCH
PARKER, COLORADO

STROH RANCH FILING NO. 2A
COUNTY OF DOUGLAS
STATE OF COLORADO



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EXHIBIT A

TO
THIRD SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STROH RANCH

Stroh Ranch Filing No. 2B

Stroh Ranch Filing No. 2B,
Douglas County, Colorado

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EXHIBIT A

TO
FOURTH SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STROH RANCH

Stroh Ranch Filing No. 2C

Stroh Ranch Filing No. 2C
Douglas County, Colorado

EXHIBIT A
TO
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STROH RANCH
PARKER, COLORADO

STROH RANCH FILING NO. 3 AND STROH RANCH FILING NO. 4,
COUNTY OF DOUGLAS
STATE OF COLORADO

EXHIBIT A
TO
FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STROH RANCH

Stroh Ranch Filing No. 5A

Stroh Ranch Filing No. 5A
Douglas County, Colorado

EXHIBIT A
TO
SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STROH RANCH
Stroh Ranch Filing No. 5B
Douglas County, Colorado

EXHIBIT A

TO
SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STROH RANCH

Stroh Ranch Filing No. 6A and
Stroh Ranch Filing No. 6B
Douglas County, Colorado



EXHIBIT A

TO
EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STROH RANCH

Stroh Ranch Filing No. 7B
Douglas County, Colorado

R

EXHIBIT A
TO
NINTH SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STROH RANCH

Stroh Ranch Filing No. 7A, 2nd Amendment
Douglas County, Colorado

EXHIBIT A
TO
TENTH SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STROH RANCH

A Part of Stroh Ranch Filing No. 9
Douglas County, Colorado

LOTS 1 THROUGH 10, BLOCK 1, FILING 9A
LOTS 1 THROUGH 14, BLOCK 3, FILING 9A
LOTS 1 THROUGH 14, BLOCK 4, FILING 9A
LOTS 1 THROUGH 7, BLOCK 5, FILING 9A
LOTS 1 AND 2, BLOCK 6, FILING 9A
LOTS 1 THROUGH 14, BLOCK 1, FILING 9B
LOTS 1 THROUGH 19, BLOCK 2, FILING 9B
LOTS 1 THROUGH 12, BLOCK 3, FILING 9B
LOTS 1 THROUGH 3, BLOCK 4, FILING 9B
LOTS 1 THROUGH 7, BLOCK 1, FILING 9D
LOTS 1 AND 2, BLOCK 2, FILING 9D
LOTS 1 THROUGH 14, BLOCK 3, FILING 9D
LOTS 1 THROUGH 14, BLOCK 1, FILING 9E
LOTS 1 THROUGH 20, BLOCK 2, FILING 9E
LOTS 1 THROUGH 20, BLOCK 3, FILING 9E
LOTS 1 THROUGH 7, BLOCK 4, FILING 9E
LOTS 1 AND 2, BLOCK 1, FILING 9H

According to the plat of Stroh Ranch Filing 9A, recorded on May 15, 2000 at Reception No. DC00033178, and
According to the plat of Stroh Ranch Filing 9B recorded on May 15, 2000 at Reception No. DC00033180, and
According to the plat of Stroh Ranch Filing 9D recorded on May 15, 2000 at Reception No. DC00033182, and
According to the plat of Stroh Ranch Filing 9E, recorded on May 15, 2000 at Reception No. DC00033184, and
According to the plat of Stroh Ranch Filing 9H, recorded on December 7, 2001 at Reception No. DC01118582, in the office of the Clerk and Recorder of Douglas County, Colorado, as amended from time to time.

EXHIBIT A
TO
ELEVENTH SUPPLEMENTAL DECLARATION
OF
COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
STROH RANCH

Lot 1
Block 1
Stroh Ranch Filing No. 16
A Minor Development Plat
Reception No. 02049948
Douglas County, Colorado

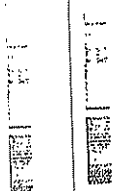


EXHIBIT A
TO
TWELFTH SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STROH RANCH

A Part of Stroh Ranch Filing No. 9
Douglas County, Colorado

LOTS 1 THROUGH 11, BLOCK 2, FILING 9A
LOTS 1 THROUGH 18, BLOCK 1, FILING 9C
LOTS 1 THROUGH 14, BLOCK 2, FILING 9C
LOTS 1 THROUGH 10, BLOCK 3, FILING 9C
LOTS 8 THROUGH 11, BLOCK 4, FILING 9E
LOTS 1 THROUGH 15, BLOCK 1, FILING 9F
LOTS 1 THROUGH 3, 16 THROUGH 26, BLOCK 2, FILING 9F
LOTS 4A THROUGH 15A, BLOCK 2, FILING 9F, 1st AMENDMENT
LOTS 1 THROUGH 12, BLOCK 1, FILING 9G
LOT 13A, BLOCK 1, FILING 9G, 1st AMENDMENT
LOTS 1 THROUGH 9, BLOCK 2, FILING 9G
LOTS 1 THROUGH 8, BLOCK 3, FILING 9G

According to the plat of Stroh Ranch Filing 9A, recorded on May 15, 2000 at Reception No. DC00033178, and
According to the plat of Stroh Ranch Filing 9C, recorded on November 22, 2002 at Reception No. 2002127360, and
According to the plat of Stroh Ranch Filing 9E, recorded on May 15, 2000 at Reception No. DC00033184, and
According to the plat of Stroh Ranch Filing 9F, recorded on May 10, 2002 at Reception No. 02045797, and
According to the plat of Stroh Ranch Filing 9F, 1st Amendment, recorded on March 28, 2003 at Reception No. 2003040872, and
According to the plat of Stroh Ranch Filing 9G, recorded on May 10, 2002 at Reception No. 02045799, and
According to the plat of Stroh Ranch Filing 9G, 1st Amendment, recorded on March 28, 2003 at Reception No. 2003040873, in the office of the Clerk and Recorder of Douglas County, Colorado, as amended from time to time.