

AMENDMENT TO THE COVENANTS
OF ROLLING HILLS RANCH PATIO
HOMES

At a regular meeting of the Owners of the Rolling Hills Ranch Patio Homes, which was conducted after notice to the owners, as required by the Bylaws and Articles of Incorporation, on the 3rd day of December, 2003, at the Johnstown Community Building, at the hour of 7:05 p.m., the following changes to the covenants were voted on and pursuant to Section 14.5 of the covenants which requires that, "Except as otherwise provided in this Declaration or the Act, this Declaration may be amended at any time by a written and recorded instrument containing the consent of the then record Owners of sixty-seven percent (67%) of the units subject to this Declaration, including at least a majority of these Owners other than Declarant," twenty of the twenty-six units responded to the notice and attended this meeting. Eighteen of the twenty-six units voted in favor of the following changes to the covenants:

5.2.2 should now read as follows: Landscaping/Other Improvements. The Association shall maintain, repair and replace all exterior landscaping in the front yard of each Unit (except flower gardens installed by an Owner in compliance with Article 9.6.4 with the prior approval of the Architectural Control Committee), and all front yard sprinkling systems. Owners shall maintain, replace and keep in good repair all driveways, parking spaces and sidewalks (if any) located on their Units, except that the Association shall be responsible for all snow removal from driveways and walkways located in the front yard area of the Units. Owners shall not impair or impede the Association's ability to perform its maintenance, repair and replacement obligations. Owners shall be responsible for maintaining, repairing and replacing all exterior landscaping installed within the fenced back yard area on their Units, all back yard sprinkling systems, patios and decks (whether such patios and decks are in the front yard or the back yard), together with such other exterior improvements are not otherwise the responsibility of the Association. For purposes of this Article 5.2.2, the front yard shall be the unfenced portion of a Unit adjacent to the street on which the Unit is located.

7.10 should now read as follows: Garages. Each Residence shall include an attached garage having space for at least two standard size automobiles. All garages shall have two exterior light fixtures placed on either side of the garage door. Each Owner shall keep the garage door closed except when the door must be open for purposes of ingress to or egress from the garage, or for another practical purpose and/or a maximum of one foot for ventilation during hot weather.

7.17 should now read as follows: Signs. Except as employed and utilized by the Declarant, no signs, banners, billboards, poster boards, or advertising structure of any kind shall be erected or maintained on any Unit or structure for any purpose whatsoever, except such signs as have been approved by the

Architectural Control Committee in writing. The Architectural Control Committee may permit, in addition to signs for identification of residences, a reasonable sized sign advertising property for sale or signs used by a builder or contractor to advertise the property during construction. Other exceptions:

Realtors' "For Sale" signs, signs that advertise neighborhood events, special occasions, and required permits may be displayed as well as "For Lease" signs placed by owners, decorative signs, banners, and flags may be displayed as pertains to holiday and seasonal decorations.

7.19 should now read as follows: Clotheslines. Only retractable clotheslines not visible above the fence line will be allowed on any Unit and may not be attached to adjacent structures.

8.5 should now read as follows: Residential Use. Each Unit shall be used as a site for a patio home residence and for no other purpose. No commercial business or trade shall be conducted on any Unit, except such home occupations as defined and permitted under applicable zoning codes or regulations.

Large/Commercial Vehicles

No person shall park any truck or bus exceeding six thousand pounds empty weight, or any truck-tractor, any trailer or semi trailer, any trailer coach or mobile home, or any detached camper unit for a period of time longer than 72 hours or as stipulated by the City Code on a public right-of-way within a residentially zoned area or on a public right-a-way adjacent to any lot upon which there is a residence in any zoned district ... "

- d. No Unit and no Common Element shall be used as a parking, storage, display or accommodation area for any type of house trailer, camping trailer, boat trailer, hauling trailer, motor home, running gear, boat or accessories thereto, or any type of cargo or commercial van. Parking or storage of vehicles within the Real Estate shall be subject to Rules and Regulations enacted by the Executive Board and provisions of this Declaration.
- e. No abandoned or inoperable vehicles of any kind shall be stored or parked within any Unit (unless stored completely within an enclosed garage) or street. An "Abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, van, recreational vehicle or other device for carrying passengers, goods or equipment which has not been driven under its own propulsion for a period of two weeks or longer, or which does not have installed within it an operable propulsion system.

Business Activity

Declarant has established a general plan of development for the Real Estate in order to protect the Owners' collective interests and the aesthetics

and environment within the Real Estate. In furtherance of the general plan, this Declaration established affirmative and negative Covenants, easements, and restriction on the Real Estate subject to certain rights vested in the Executive Board and the Owners to enable them to respond to changes in circumstances, conditions, needs, and desires within the Community.

Activities Within Dwellings

No rule shall interfere with the activities carried on within the confines of dwellings on the Units, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or to other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the Unit, that block the views from other Units, or that ,create an unreasonable source of annoyance.

Initial Use Restrictions

The following activities are **prohibited** within the Community unless expressly authorized (and in such cases, subject to such conditions as may be imposed) by the Executive Board:

Any business, profession, trade or similar activity, except that an Owner may conduct business activities within the Unit so long as:

- a. The existence or operation of the activity is not apparent or detectable by sight, sound or smell from outside the Unit:
- b. The activity conforms to all zoning requirements for the Common Interest Community:
- c. The activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Owners or Related Users; and,
- d. The activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other Owners or Related Users, as may be determined in the reasonable discretion of the Executive Board.


8.6 should now read as follows: Trash Restrictions. Trash, refuse, garbage, and other solid, semi-solid, and liquid waste shall be kept within sealed containers, shall not be allowed to accumulate on any Unit, and shall be disposed of in a sanitary manner. No Unit shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition and shall not be stored where visible from the front of the Unit. No trash, litter, or junk shall be permitted to remain exposed upon any Unit and visible from adjacent streets or other Units. Burning of trash on any Unit is prohibited.

9.6.1 should now read as follows: Actions by owners. Not to install improvements, including, but not limited to, landscaping items related to landscaping, walls, walks, driveways, parking pads, patios, fences, Residences, additions to a Residence, outbuilding, or any other item or improvement which will change the drainage of the Unit.

These amendments to the Covenants affected by the affirmative vote of more than 67% of the owners are hereby confirmed by the President and Secretary of the Rolling Hills Ranch Patio Homes.



President

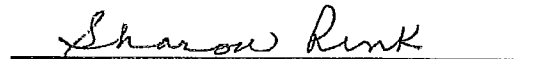


Secretary

STATE OF COLORADO)
) ss
COUNTY OF)

Subscribed and sworn to before me by the above designated declarants, as the voluntary act and deed of the declarants, on 11-17, 2004.

My Commission expires: My Commission Expires Aug. 29, 2005
WITNESS my hand and official seal.



Notary Public