

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STRATTON FLATS MASTER ASSOCIATION**

THIS AMENDMENT ("Amendment") is made as of this 2nd day of August, 2011, by the Owners of the planned community known as Stratton Flats with the prior written consent of Stratton Flats Homes, LLC, a Colorado limited liability company ("Declarant"). All capitalized terms appearing in this Amendment not otherwise defined herein are as defined in the Declaration.

**RECITALS**

A. WHEREAS, Stratton Flats, LLC, a Colorado limited liability company, filed the Declaration of Covenants, Conditions and Restrictions for Stratton Flats Master Association as recorded in the Office of the Clerk and Recorder for Eagle County, Colorado on January 26, 2009 at Reception No. 200900985 ("Declaration");

B. WHEREAS, Stratton Flats, LLC assigned all of its rights under the Declaration including without limitation all of the Declarant Rights to Declarant as set forth in the Assignment of Declarant's Rights recorded in the Office of the Clerk and Recorder for Eagle County, Colorado on September 7, 2010 at Reception No. 201017612;

C. WHEREAS, pursuant to Article XVII, Section 17.03 of the Declaration, the Owners may make amendments to the Declaration at any time by a sixty-seven percent (67%) or greater vote of all votes in the Stratton Flats Master Association, Inc., a Colorado nonprofit corporation ("Master Association"), provided that during the Declarant Control Period the Declarant's prior written consent is first obtained;

D. WHEREAS, the Owners of Stratton Flats now desire to amend the Declaration to modify the obligation of the Master Association as it relates to maintaining the landscaping of the front yard areas of the Single-Family Lots, and to update the address for notices and demands intended to be served on the Master Association;

E. WHEREAS, the Declarant has granted its prior written consent to this Amendment as evidenced by the certificate attached to this Amendment as Exhibit A;

F. WHEREAS, the Owners have voted to approve this Amendment with at least sixty-seven percent (67%) of all votes in the Master Association as evidenced by the certificate attached to this Amendment as Exhibit B;

**NOW THEREFORE**, pursuant to the powers granted to the Owners, the Declaration is amended as follows:

1.

Article IX, Section 9.02(c) of the Declaration is amended by striking the same in its entirety and substituting the following therefor:

The Master Association shall maintain the irrigation and lawn located within the front yard area of each Single-Family Lot, with the cost thereof treated as a Common Expense, but shall not be responsible for maintaining any trees, mulched areas or other plants and landscaping elements located within the front yard area of such lot, including but not limited to such landscaping elements as edging, retaining walls, flowers, shrubs, bushes, mulch, rock, irrigation drip lines, etc., the latter being the responsibility of each Owner of a Single-Family Lot, and at such Owner's sole cost and expense. The Master Association reserves the right to modify, remove or replace the irrigation and lawn located within the front yard area of a Single-Family Lot. Front yard area, as such term is used in this section, shall mean the portion of the yard area beginning at the front corners of the home and extending outward to the street.

2.


Article XIX, Section 19.11 of the Declaration is amended by striking the same in its entirety and substituting the following therefor:

All Owners of each Site shall have one and the same registered mailing address to be used by the Master Association or other Owners for notices, demands, and all other communications regarding the Master Association matters. The Owner or the representative of the Owners of a Site shall furnish such registered address to the secretary of the Master Association within ten (10) days after transfer of title to the Site to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Site or by such persons as are authorized to represent the interests of all Owners of the Site. If no address is registered or if all of the Owners cannot agree, then the address of the Site shall be deemed their registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Site. All notices and demands intended to be served upon the Master Association shall be sent to the following address or such other address as the Master Association may designate from time to time by notice to the Owner(s):

Stratton Flats Master Association, Inc.  
28 Second Street, Suite 213  
Edwards, Colorado 81632

IN WITNESS WHEREOF, the undersigned president of the Stratton Flats Master Association, Inc. has executed this Amendment on the date and year first written above. Pursuant to the Declaration, the Master Association has caused this Amendment to be recorded in the Eagle County Records.

Stratton Flats Master Association, Inc.

By:   
Brad Pauls, president

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF   Eagle   )

On this   20   day of   March  , 20  12   before me, personally appeared Brad Pauls, who acknowledged himself to be the president of Stratton Flats Master Association, Inc. a Colorado nonprofit corporation, and that he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal.



  
Notary Public

My commission expires:   11-01-13

**EXHIBIT A**

**CERTIFICATION OF APPROVAL BY DECLARANT**

The undersigned, being the duly authorized officer of Stratton Flats Homes, LLC ("Declarant") certifies on behalf of Declarant that pursuant to Article XVII, Section 17.03(a) of the Declaration of Covenants, Conditions and Restrictions for Stratton Flats Master Association recorded in the Office of the Clerk and Recorder for Eagle County, Colorado on January 26, 2009 at Reception No. 200900985 the Declarant has consented to the Amendment to which this certification is attached.

**DECLARANT:**

**Stratton Flats Homes, LLC,**  
a Colorado limited liability company

By: BRAD PAULS

Printed Name: BRAD PAULS

Its: Resident


**EXHIBIT B**

**CERTIFICATION OF APPROVAL BY OWNERS**

The undersigned, being the duly authorized officer and president of the Stratton Flats Master Association, Inc. hereby certifies the following:

On the 2nd day of August, 2011, at an annual meeting in which a quorum was present, Owners of Sites in the planned community known as Stratton Flats representing at least sixty-seven percent (67%) of the votes in the Master Association approved the Amendment to the Declaration of Covenants, Conditions and Restrictions for Stratton Flats Master Association to which this certification is attached.

**Stratton Flats Master Association, Inc.**

By:   
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Brad Pauls, president