**LIMITED AMENDMENT**

**TO THE**

**AMENDED AND RESTATED DECLARATION**

**OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**MEADOWGLEN**

 THIS AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**RECITALS**

1. The Writer Corporation created the Meadowglen community (the “Community”) by recording a Declaration of Covenants and Restrictions in the real property records of the County of Jefferson, State of Colorado, at Reception Number 78054003, on February 14, 1978, which was amended, restated and replaced by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Meadowglen, recorded in the real property records of the County of Jefferson, State of Colorado, at Reception No. 2005126940, on December 13, 2005 (referred to as the “Original Declaration”).
2. The Original Declaration provides for and allows for this Limited Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Meadowglen (the “Amendment”) in Article 8, Section 8.4, which provides as follows:

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condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least sixty-six percent (66%) of the votes in the Association and with the written consent of this Association. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Jefferson 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 of the Association.

1. 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.
2. This Amendment has been prepared and determined by the Association and by the Owners that have approved this Amendment to be reasonable and not burdensome.
3. The purpose of this Amendment is to revise the provisions regarding vehicles and parking and to clarify parking restrictions and allowances within the Community.
4. The undersigned, being the President and Secretary of the Association, hereby certify that this Amendment has been approved by at least sixty-six percent (66%) of the votes in the Association. Additionally, the undersigned certify that this Amendment has been approved by the Association. Alternatively, the Association has obtained approval for this proposed Amendment pursuant to the terms and conditions of the Colorado Common Interest Ownership Act.
5. As amended by this Amendment, the Original Declaration is referred to as the “Declaration.”

**NOW THEREFORE,**

I. Amendment. The Declaration is hereby amended as follows:

**(a) Repeal and Restatement. Article 5, Section 5.11 is hereby repealed in its entirety and the following Article 5, Section 5.11 is substituted:**

Section 5.11 Vehicular Parking, Storage, and Repairs.

1. Vehicular parking within the Community shall be regulated by the Board of Directors.
2. The following vehicles may not be parked or stored within the Community (unless such parking or storage is within a garage on a Lot, or as otherwise allowed pursuant to subsections (f) and (g) of this Section 5.11): oversized vehicles, trucks, pickup trucks (except pursuant to subsection (f), below), commercial vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. Any vehicle may be parked as a temporary expedience for loading, delivery of goods or services, or emergency, pursuant to subsection (g), below. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community that are necessary for construction or for the maintenance of the Common Area, Lots, or any improvement located thereon.
3. No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within the Community 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, or as defined by rule or regulation adopted by the Board of Directors of 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 mailed or personally delivered to the Owner and shall be conspicuously placed upon the vehicle. If the abandoned or inoperable vehicle is not removed within seventy-two (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. All vehicles parked within the Community must have current license plates. Inoperative, abandoned or unlicensed vehicles may not be parked in any part of the Community. Vehicles shall be deemed to be abandoned or inoperative if they meet one or more of the following criteria:
	1. The vehicle has a flat tire or other condition rendering it inoperable.

* 1. The vehicle does not have current license plate tags.
	2. The vehicle is in an obvious state of disrepair, such as a missing tire, smashed window, missing or damaged body panel or other parts, or the vehicle is on jacks or blocks.

1. No activity such as, but not limited to, major repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat may be performed or conducted outside of garages.
2. No vehicle may be parked on the driveway or in any manner such that the vehicle extends over or onto the sidewalk.
3. Pickup trucks, defined as light duty trucks having an enclosed cab and an open cargo area with low sides and tailgate, may be parked within the Community subject to the following limitations or as otherwise provided for in these Covenants:
	1. A pickup truck may be parked only in the driveway or in the garage;
	2. Only one pickup truck may be parked in a driveway at any time;
	3. A pickup truck parked in a driveway may not have items stored in its cargo area or on it that extend above the height of the truck bed except for low profile truck boxes;
	4. A pickup truck parked in a driveway may include a topper that does not extend higher than the top of the cab or beyond the end of the truck bed, and that is painted a color that closely resembles the color of the truck body – all other toppers, including campers, are excluded pursuant to subsection (b), above;
	5. A pickup truck parked in a driveway may have no more than 2 axles and no more than 4 tires, and a maximum length of 240 inches and a maximum height of 84 inches;
	6. A pickup truck parked in a driveway may not have roof or bed racks intended for the transport of ladders, construction equipment, or commercial tools or goods;
	7. All pickup trucks parked in a driveway pursuant to this subsection (e) remain subject to all other applicable provisions of these Covenants, including but not limited to the provisions of subsections (c) and (d) of Section 5.11.
4. Temporary Expedience (including, but not limited to, a boat, camper, or trailer): Any Member visibly engaged in cleaning, packing, unpacking or making minor repairs to a vehicle otherwise excluded from parking or storing within the Community pursuant to Section 5.11(b) shall be considered to be engaged in a matter of Temporary Expedience.
5. Extraordinary Circumstances: Any Member may notify the property manager in writing of a condition of extraordinary circumstances in order to obtain abatement of enforcement of Section 5.11(b) for a definite period of time to be set at the discretion of the Board of Directors but not to exceed any maximum time period provided for in the municipal code for the City of Arvada. An extraordinary circumstance is a condition requiring extended parking of the described vehicle that is temporary, beyond the Member’s control, and, if abatement of enforcement is not granted, would cause an unexpected and extraordinary hardship on the Member.

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

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

 THE MEADOWGLEN HOMEOWNERS

ASSOCIATION,

 a Colorado nonprofit corporation

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 President

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Secretary

STATE OF COLORADO )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

 The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as President of the Meadowglen Homeowners Association, a Colorado nonprofit corporation.

 Witness my hand and official seal.

 My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

STATE OF COLORADO )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

 The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Secretary of the Meadowglen Homeowners Association, a Colorado nonprofit corporation.

 Witness my hand and official seal.

 My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

**After Recording Return To**:

Altitude Community Law p.c.

555 Zang Street, Suite 100

Lakewood, CO 80228

Attn: DAC