

NORTH RANCH

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

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SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE NORTH RANCH

THIS SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions (hereinafter the "Supplemental Declaration") is made this 18th day of April, 1979, by Ken-Caryl Ranch Corporation, a Delaware corporation (hereinafter "Grantor"), and Calumet Savings Service Corporation, an Illinois corporation (hereinafter "Calumet").

WHEREAS, on April 25, 1974, Grantor executed that certain Master Declaration of Covenants, Conditions and Restrictions of Ken-Caryl Ranch recorded on April 26, 1974 under Reception No. 635595 in Book 2616 at pages 163 through 237 of the Jefferson County, Colorado real property records, which Master Declaration, as Amended and Restated, was recorded again on June 30, 1978, under Reception No. 78059201 in the same records (the "Master Declaration"), as owner of lands set forth in Exhibits A and B thereto and referred to in the Master Declaration as Ken-Caryl Ranch ("The Ranch");

WHEREAS, Ken-Caryl Ranch is an area of unique natural beauty, featuring distinctive terrain; and

WHEREAS, by subjecting certain portions of Ken-Caryl Ranch to this Supplemental Declaration in addition to the Master Declaration, it is the desire, intent and purpose of Grantor and Calumet to create a community in which such beauty shall be substantially preserved, which will enhance the desirability of living on those portions of The Ranch, subject to this Supplemental Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein; and

WHEREAS, Calumet is the owner of the real property described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, this Supplemental Declaration shall apply only to the lands described on Exhibit A hereto, and to such additional lands as may be hereafter subjected to this Supplemental Declaration in the manner set forth below in Article II. All lands which may be hereafter so subjected to this Supplemental Declaration from and after the date of such subsection, are hereafter called "The North Ranch"; and

WHEREAS, this Supplemental Declaration is made and recorded pursuant to Section 2.01 of the Master Declaration and the provisions hereof may be enforced as provided in the Master

Declaration or as provided for herein.

NOW, THEREFORE, Grantor and Calumet hereby declare that The North Ranch is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitudes. That said covenants, conditions, restrictions and equitable servitudes are in furtherance of, and the same shall constitute, a general plan for the ownership, improvement, sale, use and occupancy of The North Ranch and that they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth above in the recitals. This Supplemental Declaration shall run with the real property described on Exhibit A and shall inure to the benefit of and be binding upon every part thereof and every interest therein. Further the Supplemental Declaration shall inure to the benefit of, be binding upon, and be enforceable by Grantor and its successors in interest, Calumet and its successors in interest, each Owner and his successors in interest, and Ken-Caryl Ranch Master Association and its successors in interest.

This Supplemental Declaration shall be recorded pursuant to Section 2.01 of the Master Declaration and the provisions hereof shall be deemed as part of the Ken-Caryl Ranch Restrictions, and may be enforced as provided for in section 10.05 of the Master Declaration or as provided for herein.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Supplemental Declaration shall have the meanings hereinafter specified.

SECTION 1.01. **Architectural Committee** shall mean the committee created pursuant to Article VIII hereof if Grantor or the Master Association described in the Master Declaration relinquish Architectural control pursuant to Section 8.11 of the Master Declaration.

SECTION 1.02. **Architectural Committee Rules** shall mean the rules adopted by the Architectural Committee pursuant to Article VIII hereof.

SECTION 1.03. **Assessments** shall mean the sums levied for the purpose set forth in Articles X and XI hereof.

SECTION 1.04. **Association** shall mean The North Ranch at Ken-Caryl Homeowners Association Inc.

SECTION 1.05. **Beneficiary** shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be.

SECTION 1.06. **Board** shall mean the Board of Directors of the Association, as appropriate.

SECTION 1.07. **Calumet** shall mean Calumet Savings Service Corporation, and Illinois Corporation and its successors and assigns.

SECTION 1.08. **Deed of Trust** shall mean a mortgage or a deed of trust, as the case may be, granted on a Lot to secure the payment of a debt.

SECTION 1.09. **Grantor** shall mean Ken-Caryl Ranch Corporation, a Delaware corporation, and its successors by corporate merger or dissolution.

SECTION 1.10. **Improvement** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

SECTION 1.11. **Ken-Caryl Ranch Corporation** shall mean Ken-Caryl Ranch Corporation, a Delaware corporation.

SECTION 1.12. **Lot** shall mean any unit of land which is designated on any recorded Subdivision plat, of The North Ranch whether or not improved.

SECTION 1.13. **Manager** shall mean any person, firm or corporation employed by the Association pursuant to Article IX hereof and delegated duties, powers or functions by the Association.

SECTION 1.14. **Master Association** shall mean Ken-Caryl Ranch Master Association, the nonprofit Colorado corporation described in Article VI of the Master Declaration, and its successors.

SECTION 1.15. **Master Declaration** shall mean the Master Declaration of Covenants, Conditions and Restrictions of Ken-Caryl Ranch recorded on April 26, 1974 under Reception No. 635595 in Book 2616 at page 163 of the Jefferson County records, as Amended and Restated of record on June 30, 1978, recorded under Reception No. 78059201 in the said records.

SECTION 1.16. **Mortgage** shall mean any mortgage or deed of trust granted on a Lot to secure the payment of a debt.

SECTION 1.17. **Natural Materials** shall mean stone, rock, stucco, finished or unfinished lumber, brick or other similar materials but shall not mean cinder block, concrete block, or metal siding. The determination as to whether any specific material constitutes an Natural Material as its use is proposed in a given structure in The North Ranch shall be made by the Architectural Committee.

SECTION 1.18. **Notice and Hearing** shall mean ten (10) days' written notice given as in Section 10.03 of the Master Declaration provided and a public hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

SECTION 1.19. **Owner** shall mean (1) the person or person, including Grantor and Calumet, holding an aggregate fee simple interest in a Lot, or, as the case may be, (2) the purchaser of an aggregate fee simple interest in a Lot under an executory contract sale.

SECTION 1.20. **Person** shall mean a natural individual or any other entity with the legal right to hold title to real property.

SECTION 1.21. **Plans and Specifications** shall mean any and all documents designed to guide or control the construction or alterations or improvements or other proposal in question, including but not limited to documents indicating the size, shape, configuration and/or materials to be incorporated, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the Improvement or proposal in question.

SECTION 1.22. **The North Ranch** shall mean all lands described on Exhibit A attached hereto; and all lands which may be hereafter subjected to this Supplemental Declaration pursuant to Article II from and after such subjection.

SECTION 1.23 **Record, Recorded, and Recordation** shall mean, with respect to any document, the recordation of such document in the office of the Clerk and Recorder of Jefferson County.

SECTION 1.24 **Subdivision** shall mean a parcel of land which has been shown on

a final and recorded subdivision plat pursuant to C.R.S. 1973, Title 30, Article 28, as amended.

SECTION 1.25. **Supplemental Declaration** shall mean this instrument as it may be amended from time to time.

Except as above provided in this Article I, and unless the context otherwise specifies or requires, the words and phrases used in this Supplemental Declaration shall have the meanings specified in Article I of the Master Declaration.

ARTICLE II SUBJECTION OF LAND TO THIS SUPPLEMENTAL DECLARATION

SECTION 2.01. Grantor and Calumet together, may at any time and from time to time subject additional real property to the provisions of this Supplemental Declaration in accordance with the procedures set out in this Article II. Upon the recording of a Notice of Addition of Real Property containing the provisions set forth below in this Article, the covenants, conditions, restrictions and equitable servitudes contained in this Supplemental Declaration shall apply to such additional Real Property in the same manner as to the real property originally subject to this Supplemental Declaration; and thereafter, the rights, privileges, duties and liabilities of all Persons subject to this Supplemental Declaration shall be the same with respect to all additional real property as with respect to the property originally covered by this Supplemental Declaration.

The Notice of Addition of Real Property referred to hereinabove shall contain the following provisions:

- A. A reference to this Supplemental Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Supplemental Declaration is recorded;
- B. A statement that the provisions of this Supplemental Declaration shall apply to the additional Real Property as set forth herein;
- C. An adequate legal description of the added land; and
- D. Grantor's and Calumet's written consent.

ARTICLE III BASIC BUILDING RESTRICTIONS

SECTION 3.01. **Use of Property.** Each Lot shall be used solely for a residence.

SECTION 3.02. **Architectural Committee Approval.** The Plans and Specifications,

including the location, of all improvements must be approved in writing by the Architectural Committee prior to commencement of any construction in accordance with and subject to the provisions of Article VIII hereof.

SECTION 3.03. **Floor Space.** The minimum size of each single story, bi-level or tri-level dwelling unit shall be 2,200 square feet of interior floor space. The minimum size of each two-story dwelling unit shall be 2,700 square feet of interior floor space, of which at least 1,400 square feet shall be on the first floor. Interior floor space does not include basements, garages, porches, patios, decks, balconies, overhangs or other unfinished living areas.

SECTION 3.04. **Exterior Surfaces.** All exterior surfaces of any building shall be Natural Materials and of a color approved by the Architectural Committee.

SECTION 3.05. **Roofs.** All roofs shall be of wood shingles a pitch or slope, material color and texture approved by the Architectural Committee.

SECTION 3.06. **Height.** No building shall exceed thirty feet in height measured from the highest ground level adjacent to such building to the highest point of the ridge line of such building.

SECTION 3.07. **Garages.** An enclosed garage of at least 400 square feet capable of parking a minimum of two automobiles and a maximum of 4 automobiles shall be constructed on each Lot. Said garage may be detached from or attached to the residential structure. The doors of the garage shall be kept closed at all times except when entering into or exiting from such garage.

SECTION 3.08. **New Construction.** All dwelling units shall be of new construction and no existing building shall be moved onto any Lot. No other building (including but not limited to playhouses and storage sheds) may be moved onto a Lot without prior written approval of the Architectural Committee.

SECTION 3.09. **Storage of Building Materials.** No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement or its alteration, renovation or remodeling.

SECTION 3.10. **Occupancy During Construction.** No Improvement structure shall be occupied in the course of original construction until all required certificates of occupancy have been issued by the appropriate governmental authorities. All work of construction shall be prosecuted diligently and continuously from the time of commencement until fully completed.

SECTION 3.11. **Temporary Structures.** No trailer, mobile home, tent or shack or other temporary building, improvement or structure shall be placed upon any property without the prior approval of the Architectural Committee except that temporary structures necessary for storage of tools and equipment and for office space for architects, sales personnel, builders and foremen during actual construction may be maintained with the prior approval of the Architectural Committee, such approval to include the nature, size, and location of such structure.

SECTION 3.12. **Construction Activities.** This Supplemental Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction of Improvements by any Owner, provided that when completed such Improvements shall in all ways conform to this Supplemental Declaration and the Master Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Supplemental Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such initial construction. Such waiver may, but need not, be recorded or in recordable form.

ARTICLE IV ANIMALS

SECTION 4.01. No animals shall be kept on any Lot except for an aggregate of two domesticated dogs or cats, and except domesticated birds and fish and other small domestic animals, and then only if kept as pets. All dogs shall be kept on a hand-held leash except when on their Owner's own Lot. No animal or other pet or any kind shall be permitted on The North Ranch which in the opinion of the Association's Board might be dangerous or which makes an unreasonable amount of noise or odor or is a nuisance. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. No poultry may be kept on any Lot. No rare, exotic or unusual animals, horses or other pets (except nondangerous birds and fish) shall be kept on any Lot without the prior written approval of the Association's Board. Each Owner of a horse, dog or other animal shall be financially responsible and liable for any damage caused by said Owner's pet, and shall be responsible for the pickup and disposal of any excrement deposited by his pet.

ARTICLE V UTILITIES

SECTION 5.01. **To Be Underground.** Each Lot shall be and is hereby made subject to all easements for gas, electric, telephone, cable television, water, sewer and other lines as are necessary to provide utility services to said Lot, adjoining Lots, and the Improvements located thereon. Each Owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public, governmental or quasi-governmental entity for such purposes. Subsequent to date of execution of the Supplemental Declaration, all electrical, telephone, gas, water, sewer, cable television and other utility conduits, lines and pipes on any Lot shall be placed underground. No transformer, or electric, gas, water or other meter or device of any type, or any other apparatus shall be located on any pole. All such installations shall be subject to the prior written approval of the Architectural Committee.

SECTION 5.02. **Rules and Regulations.** Each Owner agrees to abide by all applicable rules and regulations of all utility and other companies and public, governmental and quasi-governmental entities which supply any of the services mentioned in Section 5.01 above.

SECTION 5.03. **Street Lighting.** If street lights are installed, all Lots shall be subject to and bound by any utility company tariffs which are now or may in the future be filed with and approved by the Public Utilities Commission of the State of Colorado relating to street lighting, together with rates, rules and regulations therein provided, and subject to all future amendments and changes thereto so approved. The Owner of each Lot shall pay as billed a portion of the cost of public street lighting according to such utility company rates, rules and regulations, including future amendments and changes, on file with and approved by the Public Utilities Commission of the State of Colorado. Notwithstanding the foregoing neither Grantor nor Calumet shall be obligated to install street lights.

ARTICLE VI USE AND RESTRICTIONS

SECTION 6.01. **Antennas.** No aerial or antenna for reception of radio or television or other electronic signal shall be maintained on the roof of any building nor shall any be maintained at any location so as to be visible from neighboring property or adjacent streets.

SECTION 6.02. **Transmitters.** No electronic or radio transmitter of any kind, other than garage door openers, shall be located or operated in or on any Improvement or on any

Lot without the prior written approval of the Architectural Committee.

SECTION 6.03. **Repair of Buildings.** No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner before the surfacing becomes weather-beaten or worn off. Materials which are customarily left unfinished, such as cedar shake shingle roofs and cedar stockade fences, are permitted so long as in the opinion of the Architectural Committee they have not become unsightly.

SECTION 6.04. **Reconstruction of Buildings.** Any Improvement located on a Lot which has been destroyed in whole or in part by fire, hail or windstorm or any other cause or act of God, shall be rebuilt or restored by and at the expense of the Owner of said Lot with reasonable promptness, and in any event within nine months. Further, all debris shall be removed and Lot restored to a slightly condition within thirty (30) days.

SECTION 6.05. **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof, in the opinion of the Association's Board, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No noise, or other nuisance shall be permitted to exist or operate upon any Lot so as to be, in the opinion of the Association's Board, offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the North Ranch Board.

SECTION 6.06. **Unsightly Articles.** No unsightly article shall be permitted to remain on any Lot or on streets and drives within The North Ranch so as to be visible from adjoining property. Without limiting the generality of the foregoing, trailers, recreation vehicles, graders, trucks other than pickups used solely for the private and non-business use of the residents of a dwelling, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment, garden and maintenance equipment, and all commercial and business vehicles shall be kept at all times, except when in actual use, in an enclosed structure, and no repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass or plant waste, shrub or tree clippings, metals, bulk materials or scrap shall be kept, stored or

allowed to accumulate on any property except within an enclosed structure or appropriately screened from view. Liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or permanently screened from view.

SECTION 6.07. **Signs.** No sign or advertising device of any kind shall be displayed to the public view on any Lot; provided, however, that signs which have received the prior approval of the Architectural Committee may be displayed on or from a residence advertising the residence for sale or lease. Signs used for sale, administration and directional purposes during development of The North Ranch will be permitted provided they are first approved by the Architectural Committee. All signs must be professionally painted, lettered and constructed.

SECTION 6.08. **Single-Family Use Only.** No Lot and no residence on any Lot shall be used for any purpose other than for one single-family residence. However, nothing in this Supplemental Declaration shall prevent the rental of a Lot by the Owner thereof for residential purposes, on either a short or long-term basis subject to all the provisions of the Master Declaration and the requirement that all such leases shall be in writing and that a violation of any of the restrictions, covenants, and conditions set forth herein shall be a default under such Lease. No commune, cooperative or similar type living arrangement shall be permitted on any Lot.

SECTION 6.09. **Hazardous Activities.** No activities shall be conducted on any Lot and no Improvements shall be constructed on any Lot which are 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 Lot, and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and properly designed interior fireplace.

SECTION 6.10. **Garage Sales.** No garage, patio, porch or lawn sale shall be held on any Lot, except that the Owner of any Lot may conduct such a sale if the items sold are only his own furniture and belongings, not acquired for purposes of resale; if such sale is held at such time and in such manner as not to disturb any other resident of the area; and if such sale is held in full compliance with all applicable governmental ordinances, statutes, resolutions, rules and regulations.

ARTICLE VII LANDSCAPING AND DRAINAGE

SECTION 7.01. **Approval.** Prior to commencement of any construction of any fence, screening wall, retaining wall, arbor, gazebo, patio cover or landscaping (not including lawns,

groundcover, or flowers), and prior to any planting of trees or shrubs, approval of the Architectural Committee shall be obtained pursuant to Article VII hereof.

SECTION 7.02. Completion of Landscaping. Promptly after completion of construction of a dwelling on any Lot, and in any event within ninety days after completion of such construction or occupancy, whichever occurs last, between March 1 and September 1 and within one hundred eighty days after completion of such construction or occupancy, whichever occurs last, at any other time, all yard area shall be landscaped in accordance with plans approved by the Architectural Committee and thereafter carefully maintained. All Lots shall be kept free from plants infected with noxious insects or plant diseases which in the opinion of the Architectural Committee are likely to spread to other property, and all Lots shall be kept free from weeds.

SECTION 7.03. Drainage. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior written approval of the Architectural Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture.

ARTICLE VII ARCHITECTURAL COMMITTEE

SECTION 8.01. Approval Required. No improvement, building, fence, wall or other structure shall be commenced, erected, repaired, altered, added to or maintained until the Plans and Specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme and location of such structure and the grading plan and finished grade elevations of the Lot to be built upon shall have been submitted to and approved by the Architectural Committee hereinafter described and a copy thereof as finally approved lodged permanently with said Committee pursuant to the provisions of this Article. No landscaping on any Lot shall be done until a landscaping plan shall have been submitted to and approved by such Committee. Such Committee shall have the right to refuse to approve any such Plans or Specifications or grading or landscaping plans which are not suitable or desirable in the Committee's opinion, for aesthetic or other reasons, and in so passing upon such Plans, Specifications and grading and landscaping plans, the Committee shall have the right to take into consideration the suitability of the proposed building or other Improvement and of the materials of which it is to be built, to the Lot upon which it proposes to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other Improvement as planned on the outlook from the adjacent or neighboring Lots. All subsequent additions to or changes or alterations in any building, fence, well, or other Improvement, including exterior color scheme and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the Architectural Committee.

SECTION 8.02. Members of Committee. The North Ranch Architectural Committee shall

consist of not less than three members, nor more than five members. The following persons are hereby designated as the initial members of the Committee:

Kurt Wolter
John E. Osborn
James S. Junge
Sonny Persbacher
Dennis E. Carruth

Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed as provided herein. Members of the Committee may be removed at any time with cause by Association's Board.

SECTION 8.03. Appointment of Members. The Association's Board shall have the right to appoint and remove all members of the Committee, except that during the period of Calumet's control, the Grantor may appoint and remove up to three members of the Committee.

SECTION 8.04. Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which in its sole discretion are relevant. Prior to commencement of any construction of any Improvement with the properties, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Supplemental Declaration, or as from time to time shall be assigned to it by the Association, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area or properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of Plans and Specifications on other information prior to approving or disapproving the material submitted. The Architectural Committee may also issue rules or guidelines regarding anything relevant to its functions, including but not limited to minimum standards, procedures for the submission of Plans and Specifications for approval. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval.

SECTION 8.05. Committee Meetings. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for and on behalf of the Committee. In the absence of such designation, the vote of a majority of all of the members of the Committee, or the written consent of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

SECTION 8.06. Waiver of Consent. The approval or consent of the Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

SECTION 8.07. Compensation. The Members of the Committee shall be entitled to reasonable compensation from the for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder. Such compensation shall be approved by Calumet during the period of Calumet's control and thereafter by the Board.

SECTION 8.08.

A. Completed Work. Inspection of completed work and correction of defects herein shall proceed as follows:

(i) Upon the completion of any Improvement for which approved Plans and Specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee.

(ii) Within such reasonable time as the Committee may set but not to exceed fifteen days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(iii) If upon the expiration of thirty days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Association's Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more that forty-five days from the date of announcement of the Board's ruling. If the Owner does not comply with the Board's ruling

within that period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an Assessment against such Owner and the Improvement in question and the Lot upon which said Improvement is situated for reimbursement and the same shall constitute a lien upon such land and Improvement and be enforced as provided in this Declaration.

(iv) If for any reason after receipt of said written notice of completion from the Owner, the Committee fails to notify the Owner of any noncompliance within the period provided above in subparagraph (ii) of this Section 8.08, the Improvement shall be deemed to be in accordance with the approved Plans and Specifications.

B. Work in Progress. The Committee may inspect all work in progress and give notice of noncompliance as provided above in subsection (ii) of Section 11.08A. If the Owner denies that such noncompliance exists, the procedure set out in subparagraph (ii) of Section 8.08. If the Owner denies that such noncompliance exists, the procedures set out in subparagraph (iii) of Section 8.08 shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board shall find that such noncompliance exists.

SECTION 8.09. Nonliability of Committee Members. Neither the Committee nor any member thereof nor the Board nor any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct of bad faith of the Committee or its members or its members or the Board or its members, as the case may be. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

ARTICLE IX NORTH RANCH ASSOCIATION

SECTION 9.01. Membership. Every Owner of a Lot shall be a Member of The North Ranch Association. Membership shall be appurtenant to and may not be separated from any Lot within The North Ranch. Ownership of such Lots shall be the sole qualification for membership.

SECTION 9.02. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all of the Owners with the exception of Calumet. Class A Members shall be entitled to one vote for each Lot in which they own. When more than one Person holds such interest in any Lot, all such Persons shall be Members; provided, however, that the vote for such Lot shall be exercised as the several Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot and no Class A Member shall have a right to vote unless such Member is in good standing.

Class B. The Class B Member shall be Calumet. The Class B Member shall be entitled to three (3) votes per Lot for each Lot which it owns, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs later:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) December 31, 1987.

SECTION 9.03. Organization and Purpose. The Association is a nonprofit Colorado corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In event of a conflict between the provisions of the Articles of Incorporation and Bylaws of the Association and this Declaration; the terms and provisions of this Declaration shall control. The North Ranch Association shall be charged with the administration of The North Ranch and of the terms and provisions of this Supplemental Declaration. Further, The North Ranch Association shall be responsible for the maintenance and operation of any open space within The North Ranch owned by the Association and for the maintenance, operation and removal of snow of all private roads and ways within The North Ranch not maintained by the Master Association or Jefferson County.

SECTION 9.04. Specific Powers of The North Ranch Association.

A. Right of Entry and Enforcement. The Association may enter, after twenty-four hours written notice, without being liable to any Owner, onto any Lot for the purpose of enforcing by peaceful means the provisions of this Supplemental Declaration. The Association may also, in its own name and behalf or in the name and behalf of any Owner who consents thereto, commence and maintain actions and suits to enforce by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of, the provisions of this Supplemental Declaration.

B. Fines. If any Owner, or any member of his family, or any of his guests, invitees, or tenants, shall breach any covenant, condition or restriction contained in this Supplemental

Declaration, and if such Owner shall not cease and remedy such breach (or cause such other person to cease or remedy such breach) after Notice and Hearing the Association may levy a reasonable fine of not to exceed Fifty Dollars for each breach per month while the breach remains uncured against such Owner and he shall be personally liable to pay the same and the same shall become a lien against such Owner's Lot and all Improvements thereon, and payment may be enforced as is hereinafter provided for Assessments.

C. Delegation of Functions. To the extent permitted by law, the Association and the Board may delegate any of their duties, powers or functions to the manager or to any other Person, or committee of Persons. The Owners release the Association and the members of the Board from liability for any omission or improper exercise by the Manager or such other Person or committee of any duty, power of function so delegated.

D. Contracts. The Association may enter into contracts with Grantor, Calumet, and all other Persons to provide any service or perform any function, including by not limited to contracts delegating enforcement of some or all of the duties under this Supplemental Declaration and the right to collect and remit (but not to levy) Assessments and fines levied by the Association.

E. Rules and Regulations. The Association may enact such reasonable rules and regulations, not in contradiction of This Supplemental Declaration, as it deems proper covering any and all aspects of its functions hereunder.

ARTICLE X NORTH RANCH ASSESSMENTS

SECTION 10.01 Creation of the Lien of and Personal Obligation for Assessments. Each Owner, except Calumet who shall not be obligated to pay assessments in regard to any Lot owned by it, of any Lot be acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

A. Annual Assessments or charges; and

B. Special Assessments for capital improvements such Assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special Assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with such interest, collections costs and reasonable attorneys' fees, shall be a lien on such Lot and shall also be the personal obligation of the Owner of such Lot, provided, however, that the personal obligation for delinquent Assessments shall not pass to such Owner's successors in title

unless expressly assumed by them.

SECTION 10.02. Purpose of Assessments. The annual Assessments levied by the Association through its Board of Directors shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The North Ranch and in particular, for the services and facilities devoted to this purpose and related to the use and enjoyment of any open space within The North Ranch owned by the Association, and further, for the purpose of repairing, reconstructing, replacing and maintaining private roads and ways, footpaths, utilities, landscaping, recreational facilities, if any, and any such other maintenance or improvement obligations which may be deemed necessary for the common benefit of the Owners and the maintenance of property values or which may be incurred by virtue of agreement with or requirement of the County or other governmental authorities. The Assessments shall further be used to provide adequate insurance of any and all types and amounts deemed necessary by the Association's Board and to provide such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Association. A portion of the annual Assessments shall further be used to provide a reserve fund for the replacement and maintenance of the common areas and the Association's Board shall be obligated to establish such reserve fund.

SECTION 10.03 Basis and Payment of Annual Assessments.

A. The annual assessments with respect to each Lot shall be estimated by the Association's Board prior to the conveyance of the first Lot and shall be payable in advance in annual installments; or in such other installments as the Association's Board may determine, provided, however, that until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Calumet or Grantor, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

(i) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Calumet or Grantor, the maximum annual Assessment shall be adjusted in conformance with the Consumer Price Index (CPI) published by the U.S. Department of Labor, specifically the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, unadjusted for seasonal variation. The maximum monthly assessment for any year shall be the amount determined by:

(a) Taking the dollar amount specified above.

(b) Multiplying that amount by the published CPI number for the second month prior to the beginning of the subject year; and

© Dividing that resultant by the published CPI number for the month in which this Supplemental Declaration was recorded.

(ii) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, other than Calumet or Grantor the maximum annual assessment may be

increased above the amount computed in accordance with the provisions of (i) above, by a vote of sixty-six and two-thirds percent (66 2/3%) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

B. Installments of the annual assessments shall be payable on or before the 10th day of the first month of each calendar year or within ten (10) days of the first month of any other assessment period adopted by the Association's Board. Written notice of the annual assessment shall be sent to every Owner immediately following the assessment date. The Association shall upon demand of any Owner, prospective purchaser, mortgagees and prospective mortgagees furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 10.04 **Special Assessments for Capital Improvements.** 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 reconstruction, repair or replacement of a capital improvement which is situated upon any open space owned by the Association, including the fixtures and personal property related thereto, provided, that any such assessment shall have the assent of sixty-six and two-thirds percent (66 2/3%) of the votes of the Class A members.

SECTION 10.05 **Special Assessment for Maintenance and Snow Removal.** Access to some of the Lots within the North Ranch may be over private drives or ways owned in whole or in part by the Owners of the Lots using the same for ingress and egress. In the event the Association shall provide maintenance and snow removal services to such access ways, then the cost of such services shall be prorated equally among all Owners whose Lots are benefited by such services as a special assessment and shall be payable within ten (10) days after demand therefore.

SECTION 10.06. **Date of Commencement of Actual Assessments; Due Dates.** The annual installment of the annual assessments provided for herein shall commence on the first day of the calendar month following the conveyance of the first Lot to an Owner other than Calumet. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Association's Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

SECTION 10.07. **Effect of Nonpayment of Assessments - Remedies of the Association.** Any

annual or special assessment which is not paid when due shall be delinquent. If the assessment installment is not paid within fifteen (15) days after the due date, the assessment installment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the delinquent installments, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

SECTION 10.08. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot as a result of court foreclosure of a first mortgage, foreclosure through the Public Trustee, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments thereof which become due prior to the time such first mortgagee acquires title, but shall not relieve any former Owner of personal liability therefor. No sale or transfer shall relieve such Lot from liability for any assessments becoming due after such first mortgagee acquires title.

SECTION 10.09. Notice to Mortgagee. Upon request of a mortgagee, and upon receipt by the Association of a reasonable fee not to exceed Five Dollars (\$5.00) for such service, the Association shall report to the mortgagee of a Lot any unpaid assessments or other defaults under the terms hereof which are not cured by said mortgagee's mortgagor within thirty (30) days; provided, however, that a mortgagee shall have furnished to the Association notice of its encumbrance.

ARTICLE XI ENFORCEMENT AND NONWAIVER

SECTION 11.01. Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot which is subject to this Supplemental Declaration, regardless of when it became so subject, at his own expense, Grantor, and the Association's Board, and the Master Association Board shall have the right to enforce all of the provisions of this Supplemental Declaration against any other Lot which is subject to this Supplemental Declaration such rights shall apply regardless of when the Lot became subject to this Supplemental Declaration and regardless of the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

SECTION 11.02. Violation a Nuisance. Every act or omission whereby any provision of this Supplemental Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner at his own expense, Grantor, and the Boards, whether or not the relief sought is for negative or affirmative action. However, only Grantor, Calumet, the Boards and the duly authorized agent of either of them may enforce by self-help any of the provisions of this Supplemental Declaration and then only if such self-help is preceded by

reasonable notice to the Owner in violation.

SECTION 11.03. Violation of Law. Any violation of any federal, state or local law, resolution or regulation pertaining to the ownership, occupancy or use of any property subject hereto is declared to be a violation of this Supplemental Declaration and subject to all of the enforcement provisions set forth herein.

SECTION 11.04. Enforcement in Small Claims Court. The Association may enforce any fine or delinquent Assessment levied or assessed under this Declaration and any late payment charge attributable thereto, and any interest thereon and the cost of collecting the same under the terms and provisions of C.R.S. 1973, 13-6-401 et. seq. as amended, and any other similar or dissimilar legislation with respect to a “small claims court” as may exist from time to time. The Association may also bring any action in law or equity in any other court available to it under the statutes of the State of Colorado for enforcement of any provision of this Supplemental Declaration.

SECTION 11.05. Remedies Cumulative. Each remedy provided by this Supplemental Declaration is cumulative and not exclusive.

SECTION 11.06. Nonwaiver. The failure to enforce any provision of this Supplemental Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision hereof.

ARTICLE XII MORTGAGEE PROTECTION

SECTION 12.01. Rights of First Mortgagee of the Lot. The first Mortgagees of any Lot may, jointly or severally, pay taxes or other charges which are in default and which may or have become a charge against any real or personal property owned by the Association and may pay all the due premiums on hazard insurance policies or secure new hazard insurance coverage on any such property and any such First Mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

SECTION 12.02. Professional Management. Any agreement for professional management entered into by The North Ranch Association or any other contract providing for services of Calumet, Grantor or any other developer of the project may not exceed three (3) years in term. Any such agreement must provide for termination by either party to such agreement with or without cause and without payment of a termination fee on ninety (90) days or less written notice.

ARTICLE XIII MISCELLANEOUS

SECTION 13.01. Term. This Supplemental Declaration, as the same may be amended from

time to time hereafter, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2028, unless said date shall be amended as herein provided. After December 31, 2028, this Supplemental Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed by the Owners of at least seventy-five percent of the Lots then in The North Ranch and recorded in the Jefferson County real property records.

SECTION 13.02. Mortgage Protection. Notwithstanding any provision of this Supplemental Declaration no lien arising by reason of the breach of or the enforcement of any provision of this Supplemental Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter upon a Lot made in good faith and for value. However, after the foreclosure of any such first Mortgage or Deed of Trust or after any conveyance in lieu of foreclosure, such Lot shall remain subject to the Supplemental Declaration and shall be liable for all Assessments levied subsequent to such foreclosure or conveyance, and all installments of Assessments levied prior to completion of such foreclosure or before such conveyance but falling due after such completion of such conveyance.

SECTION 13.03. Amendment.

A. Special Provisions. No amendment of Section 13.02 shall be effective as to any Mortgagee who does not join in the execution thereof, provided that his Mortgage or Deed of Trust is recorded in the real property records of Jefferson County prior to the recordation of such amendment; provided, however, that after foreclosure or conveyance in lieu of foreclosure, the property which was subject to such Mortgage or Deed of Trust shall be subject to such amendment. This Supplemental Declaration shall not be amended in such a way that to effect the provisions of the amendment would necessitate a violation of the Master Declaration. No amendment of this Supplemental Declaration shall be effective until executed and recorded in the real property records of Jefferson County in the manner hereinafter provided.

B. By Grantor and Calumet. Except as provided in Section 13.03A, this Supplemental Declaration may be amended only by Grantor and Calumet acting jointly so long during the period of Grantor control, as defined, in Section 6.08E of the Master Declaration, and if and only if Calumet owns any Lot subject to this Supplemental Declaration; provided, however, that if Grantor and Calumet wish to amend this Supplemental Declaration, they shall first give at least ten days' written notice to each Owner of a Lot then subject thereto of the time and place of a hearing to be held to consider such amendment. Such notice may be give to person or by mail. If such notice is given by mail, the effective

date thereof shall be the third day (other than a Saturday, Sunday or legal holiday) after such notice shall have been deposited in the United States mail, postage prepaid, and addressed to such Owner at his address as then shown on the records of the Master Association, or to the residence of such Owner in North Ranch if his address has not been given to the Master Association. If the Owners other than Calumet, of seventy-five percent or more of the Lots which on the date of such hearing were subject to this Supplemental Declaration, by written notice delivered to Grantor within 15 days after such hearing, object to the amendment proposed by Grantor and Calumet it shall not become effective. No amendment shall be effective until there has been recorded, in the real property records of Jefferson County, an instrument executed and acknowledged by Grantor and Calumet setting forth the amendment and certifying that the above-mentioned notice and hearing was given and held and that Grantor did not within 15 days after said hearing receive written objections to the amendment from the Owners of seventy-five percent or more of said Lots, as aforesaid.

C. **By Owners.** Except as provided in Sections 13.03A and 13.03B, this Supplemental Declaration may be amended by the recording in the Jefferson County real property records of an instrument executed and acknowledged by the Owners of at least seventy-five percent of the Lots subject to this Supplemental Declaration at the time of the amendment.

D. **Common Owners.** For purposes of Sections 13.03B and 13.03C above, if title to any Lot is held jointly or in common by more than one Person, the vote with respect to said Lot shall be held in the same manner. However, neither fractional votes nor split votes shall be allowed, and all joint or common Owners must object in writing to the proposed amendment under Section 13.03B or approve in writing the proposed amendment under Section 13.03C, as the case may be, or the vote with respect to such Lot shall not be counted.

SECTION 13.04. **Interpretation.** The provisions of this Supplemental Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Lots subject hereto and of promoting and effectuating the fundamental concepts of Ken-Caryl Ranch as set forth in the RECITALS and DECLARATION of this Supplemental Declaration. This Supplemental Declaration shall be construed and governed under laws of the State of Colorado.

SECTION 13.05. **Construction.**

A. **Restrictions Severable.** Notwithstanding the provisions of the foregoing Section 11.04 each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or

portion thereof shall not affect the validity or enforceability of any other provision.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural, and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions. All captions and titles used in this Supplemental 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.

**ARTICLE XIV
EXEMPTION OF GRANTOR FROM CONTROL OF
ARCHITECTURAL COMMITTEE**

Anything to the contrary in any other part of this Supplemental Declaration notwithstanding, this Supplemental Declaration is not meant to, does not and shall not be construed as (i) subjecting Grantor or any of Grantor's activities to the control or jurisdiction of the North Ranch Architectural Committee; (ii) eliminating or restricting any right, power, privilege or exemption of Grantor under the Master Declaration (including Section 3.15 thereof).

IN WITNESS WHEREOF, Grantor and Calumet have executed this Supplemental Declaration as of the day and year first above written.

KEN-CARYL RANCH CORPORATION,
By: s/John E. Osborn

ATTEST:
s/Kurt Wolter

CALUMET SAVINGS SERVICE CORPORATION

By: s/Carole Lewis

ATTEST
s/Thaddeus Walczahk

STATE OF COLORADO)

) ss,

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 17TH day of April, 1979, by John E. Osborn of Ken-Caryl Ranch Corporation.

Witness my hand and official seal.

My commission expires December 13, 1982.

[SEAL] s/Deborah A. Woodley
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged, subscribed and sworn to before me this 6th day of April, 1979, by Thaddeus Walczahk & Carole Lewis of Calumet Savings Service Corporation.

Witness my hand and official seal.

My commission expires February 13, 1983.

[SEAL] s/Juon Jensen
Notary Public

EXHIBIT A

A PORTION OF SECTIONS 19 AND 30 BOTH IN TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN AND A PORTION OF SECTIONS 24 AND 25 BOTH IN TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19 SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N89°53'08"e ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19 A DISTANCE OF 413.20 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS N82°52'09"w HAVING A DELTA OF 73°22'09" WITH A RADIUS OF 320.00 FEET A DISTANCE OF 409.77 FEET MEASURED ALONG THE ARC TO A POINT OF TANGENT; THENCE S80°30'00"W A DISTANCE OF 277.00 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT AND HAVING A DELTA OF 121°00'00" HAVING A RADIUS OF 330.00 FEET A DISTANCE OF 696.91 FEET MEASURED ALONG THE ARC TO A POINT OF TANGENT; THENCE S40°30'00"E A DISTANCE OF 260.00 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A DELTA OF 31°30'00" HAVING A RADIUS OF 770.00 FEET A DISTANCE OF 423.33 FEET MEASURED ALONG THE ARC TO A POINT OF TANGENT; THENCE S09°00'00"E A DISTANCE OF 99.70 FEET; THENCE EAST A DISTANCE OF 403.48 FEET; THENCE S16°02'31"E A DISTANCE OF 568.25 FEET; THENCE S12°50'00"W A DISTANCE OF 1473.24 FEET; THENCE S67°30'00"W A DISTANCE OF 2530.68 FEET; THENCE N78°10'00"W A DISTANCE OF 1235.00 FEET; THENCE N21°40'00"W A DISTANCE OF 810.00 FEET; THENCE N73°20'00"W A DISTANCE OF 437.20 FEET; THENCE N00°40'59"E A DISTANCE OF 618.48 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 24; THENCE N00°40'59"E ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 2578.56 FEET TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER; THENCE N87°41'44"E AND ALONG THE NORTH LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 535.00 FEET; THENCE S08°30'00"E A DISTANCE OF 120.00 FEET; THENCE S47°00'00"E A DISTANCE OF 125.00 FEET; THENCE S55°20'00"E A DISTANCE OF 150.00 FEET; THENCE S41°10'00"E A DISTANCE OF 165.00 FEET; THENCE N87°50'00"E A DISTANCE OF 240.00 FEET; THENCE S47°40'00"E A DISTANCE OF 150.00 FEET; THENCE S11°30'00"W A DISTANCE OF 130.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS S00°30'00"E HAVING A DELTA OF 24°00'00" A RADIUS OF 380.00 FEET A DISTANCE OF 159.17 FEET

MEASURED ALONG THE ARC TO A POINT OF COMPOUND CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A DELTA OF 07°02'45" A RADIUS OF 1430.00 FEET A DISTANCE OF 175.85 FEET MEASURED ALONG THE ARC TO A POINT ON CURVE; THENCE SOUTH A DISTANCE OF 272.14 FEET; THENCE EAST A DISTANCE OF 335.50 FEET; THENCE N26°50'00"E A DISTANCE OF 245.00 FEET; THENCE N87°40'00"E A DISTANCE OF 355.00 FEET; THENCE N16°20'00"W A DISTANCE OF 150.00 FEET; THENCE N61°50'00"E A DISTANCE OF 86.88 FEET; THENCE NORTH A DISTANCE OF 671.21 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24; THENCE N87°41'44"E AND ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24 A DISTANCE OF 1609.20 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 353.552 ACRES.

except

PARCEL I

A PORTION OF SECTIONS 24 AND 24, BOTH IN TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALL IN THE COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 24, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N87°41'44"E AND ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 24 A DISTANCE OF 535.00 FEET; THENCE S08°29'54"E A DISTANCE OF 120.00 FEET; THENCE S47°00'00"E A DISTANCE OF 43.19 FEET; THENCE S87°41'44"W A DISTANCE OF 486.02 FEET; THENCE S00°40'59"W A DISTANCE OF 3080.68 FEET; THENCE N73°20'00"W A DISTANCE OF 104.02 FEET; THENCE N00°40'59"E A DISTANCE OF 618.48 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 24; THENCE N00°40'59"E AND ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 24 A DISTANCE OF 2578.56 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8.927 ACRES.

PARCEL II

A PORTION OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND A PORTION OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALL IN THE COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWING:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N89°53'08"E AND ALONG

THE EAST-WEST CENTERLINE OF SAID SECTION 19 A DISTANCE OF 413.20 FEET TO A POINT ON CURVE; THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS $N82^{\circ}52'09''W$, HAVING A DELTA OF $29^{\circ}15'28''$, A RADIUS OF 320.00 FEET, A DISTANCE OF 163.41 FEET MEASURED ALONG THE ARC TO A POINT ON CURVE; THENCE $S89^{\circ}53'08''W$ A DISTANCE OF 350.12 FEET; THENCE $S87^{\circ}41'44''W$ A DISTANCE OF 1612.37 FEET; THENCE NORTH A DISTANCE OF 150.12 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 24; THENCE $N87^{\circ}41'44''E$ AND ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 24 A DISTANCE OF 1609.20 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 6.887 ACRES.

**FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTION FOR
THE NORTH RANCH**

THIS FIRST AMENDMENT to the Supplemental Declaration of Covenants, Conditions and Restrictions for The North Ranch is made this 17th day of May, 1979, by the Ken-Caryl Ranch Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and Calumet Savings Service Corporation, an Illinois corporation, (hereinafter referred to as "Calumet").

WITNESSETH:

WHEREAS, Grantor and Calumet did cause to be recorded on April 18, 1979, under Reception No. 79033725, of the Jefferson County, Colorado records a Supplemental Declaration of Covenants, Conditions and Restrictions for the North Ranch; and

WHEREAS, subsequent to the date of recordation Grantor and Calumet determined that Exhibit A to the Supplemental Declaration of Covenants, Conditions, and Restrictions for The North Ranch was not attached to the copy placed of record with the Clerk and Recorder of the County of Jefferson, State of Colorado; and

WHEREAS, Grantor and Calumet desire to correct this deficiency,

NOW, THEREFORE, Grantor and Calumet hereby declare that the Real Property described on Exhibit A attached hereto and incorporated by reference herein, is the same parcel of Real Property referred to in that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for the North Ranch Recorded on April 18, 1979, under Reception No. 79033725 of the Jefferson County, Colorado Real Property Records and that henceforth the Real Property described on Exhibit A attached hereto shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the covenants, conditions, restrictions and equitable servitudes described in the Supplemental Declaration of Covenants, Conditions and Restrictions for the North Ranch.

IN WITNESS WHEREOF, Grantor and Calumet have executed this First Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions for the North Ranch this 17th day of May, 1979.

KEN-CARYL RANCH CORPORATION,

By: s/Dennis E. Carruth

ATTEST:

s/Darrell S. Windes
Assistant Secretary
[SEAL]

CALUMET SAVINGS SERVICE CORPORATION

By: s/Carole Lewis

ATTEST

s/Thaddeus Walczahk
[SEAL]

STATE OF COLORADO)
) ss,
COUNTY OF JEFFERSON)

The above and foregoing First Amendment to Supplemental Declaration was acknowledged, subscribed and sworn to before me this __ day of May, 1979, by Dennis E. Carruth as President of KEN-CARYL RANCH CORPORATION.

Witness my hand and official seal.
My commission expires December 13, 1982.

[SEAL] s/Deborah A. Woodley
Notary Public

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The above and foregoing First Amendment to Supplemental Declaration was acknowledged, subscribed and sworn to before me this 17th day of May, 1979, by Carole Lewis as President of CALUMET SAVINGS SERVICE CORPORATION.

Witness my hand and official seal.
My commission expires June 3, 1980.

[SEAL] s/Isabel F. Diltz
Notary Public

EXHIBIT A

A PORTION OF SECTIONS 19 AND 30 BOTH IN TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN AND A PORTION OF SECTIONS 24 AND 25 BOTH IN TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALL IN THE COUNTY OF JEFFERSON, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19 SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N89°53'08"e ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19 A DISTANCE OF 413.20 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS N82°52'09"w HAVING A DELTA OF 73°22'09" WITH A RADIUS OF 320.00 FEET A DISTANCE OF 409.77 FEET MEASURED ALONG THE ARC TO A POINT OF TANGENT; THENCE S80°30'00"W A DISTANCE OF 277.00 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT AND HAVING A DELTA OF 121°00'00" HAVING A RADIUS OF 330.00 FEET A DISTANCE OF 696.91 FEET MEASURED ALONG THE ARC TO A POINT OF TANGENT; THENCE S40°30'00"E A DISTANCE OF 260.00 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A DELTA OF 31°30'00" HAVING A RADIUS OF 770.00 FEET A DISTANCE OF 423.33 FEET MEASURED ALONG THE ARC TO A POINT OF TANGENT; THENCE S09°00'00"E A DISTANCE OF 99.70 FEET; THENCE EAST A DISTANCE OF 403.48 FEET; THENCE S16°02'31"E A DISTANCE OF 568.25 FEET; THENCE S12°50'00"W A DISTANCE OF 1473.24 FEET; THENCE S67°30'00"W A DISTANCE OF 2530.68 FEET; THENCE N78°10'00"W A DISTANCE OF 1235.00 FEET; THENCE N21°40'00"W A DISTANCE OF 810.00 FEET; THENCE N73°20'00"W A DISTANCE OF 437.20 FEET; THENCE N00°40'59"E A DISTANCE OF 618.48 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 24; THENCE N00°40'59"E ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 2578.56 FEET TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER; THENCE N87°41'44"E AND ALONG THE NORTH LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 535.00 FEET; THENCE S08°30'00"E A DISTANCE OF 120.00 FEET; THENCE S47°00'00"E A DISTANCE OF 125.00 FEET; THENCE S55°20'00"E A DISTANCE OF 150.00 FEET; THENCE S41°10'00"E A DISTANCE OF 165.00 FEET; THENCE N87°50'00"E A DISTANCE OF 240.00 FEET; THENCE S47°40'00"E A DISTANCE OF 150.00 FEET; THENCE S11°30'00"W A DISTANCE OF 130.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS S00°30'00"E HAVING A DELTA OF 24°00'00" A RADIUS OF 380.00 FEET A DISTANCE OF 159.17 FEET

MEASURED ALONG THE ARC TO A POINT OF COMPOUND CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A DELTA OF 07°02'45" A RADIUS OF 1430.00 FEET A DISTANCE OF 175.85 FEET MEASURED ALONG THE ARC TO A POINT ON CURVE; THENCE SOUTH A DISTANCE OF 272.14 FEET; THENCE EAST A DISTANCE OF 335.50 FEET; THENCE N26°50'00"E A DISTANCE OF 245.00 FEET; THENCE N87°40'00"E A DISTANCE OF 355.00 FEET; THENCE N16°20'00"W A DISTANCE OF 150.00 FEET; THENCE N61°50'00"E A DISTANCE OF 86.88 FEET; THENCE NORTH A DISTANCE OF 671.21 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24; THENCE N87°41'44"E AND ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24 A DISTANCE OF 1609.20 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 353.552 ACRES.

except

PARCEL I

A PORTION OF SECTIONS 24 AND 24, BOTH IN TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALL IN THE COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 24, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N87°41'44"E AND ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 24 A DISTANCE OF 535.00 FEET; THENCE S08°29'54"E A DISTANCE OF 120.00 FEET; THENCE S47°00'00"E A DISTANCE OF 43.19 FEET; THENCE S87°41'44"W A DISTANCE OF 486.02 FEET; THENCE S00°40'59"W A DISTANCE OF 3080.68 FEET; THENCE N73°20'00"W A DISTANCE OF 104.02 FEET; THENCE N00°40'59"E A DISTANCE OF 618.48 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 24; THENCE N00°40'59"E AND ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 24 A DISTANCE OF 2578.56 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 8.927 ACRES.

PARCEL II

A PORTION OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND A PORTION OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALL IN THE COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWING:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 19, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N89°53'08"E AND ALONG

THE EAST-WEST CENTERLINE OF SAID SECTION 19 A DISTANCE OF 413.20 FEET TO A POINT ON CURVE; THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS $N82^{\circ}52'09''W$, HAVING A DELTA OF $29^{\circ}15'28''$, A RADIUS OF 320.00 FEET, A DISTANCE OF 163.41 FEET MEASURED ALONG THE ARC TO A POINT ON CURVE; THENCE $S89^{\circ}53'08''W$ A DISTANCE OF 350.12 FEET; THENCE $S87^{\circ}41'44''W$ A DISTANCE OF 1612.37 FEET; THENCE NORTH A DISTANCE OF 150.12 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 24; THENCE $N87^{\circ}41'44''E$ AND ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 24 A DISTANCE OF 1609.20 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 6.887 ACRES.

SECOND AMENDMENT OF SUPPLEMENTAL DECLARATION

THIS AMENDMENT OF SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions for The North Ranch is made this 9th day of October 1980, by Ken-Caryl Ranch Corporation, a Delaware corporation (“Grantor”) and Calumet Savings Service Corporation, an Illinois corporation (“Calumet”).

WHEREAS, Grantor and Calumet agreed on the 18th day of April 1979 to Supplemental Declaration of Covenants, Conditions, and Restrictions to be applicable to The North Ranch; which Supplemental Declaration was recorded with Jefferson County, Colorado records reception number 79033725.

WHEREAS the parties acknowledge the necessity of amending the said Supplemental Declaration.

WHEREAS pursuant to Article XII Section 13.03B Grantor and Calumet are permitted at this time to amend the Declaration.

NOW, THEREFORE, Grantor and Calumet hereby amend and change the original Supplemental Declaration as follows:

ARTICLE III BASIC BUILDING RESTRICTIONS

SECTION 3.03 shall be amended and changed to read as follows:

SECTION 3.03. **Floor Space.** The minimum size of each single story dwelling unit shall be 2,200 square feet of interior floor space. The minimum size of each two-story dwelling unit shall be 2,700 square feet of interior floor space, of which at least 1,400 square feet shall be on the first floor. The minimum size of each tri-level or bi-level dwelling unit shall be 2,700 square feet, of which at least 1,700 square feet must be the footprint (main level and garden level). Interior floor space does not include basements, garages, porches, patios, decks, balconies, overhangs, or other unfinished living area.

SECTION 3.05 shall be amended and changed to read as follows:

SECTION 3.05. **Roofs.** All roofs shall be of wood shingles, a pitch or slope, material color and texture approved by the Architectural Committee, however, the Architectural Committee will consider for approval tile and other forms of shake materials or man-made materials. Proposed roofing material must first be approved by the Committee and in the case of tile, the color must be approved by the Committee.

ARTICLE III shall be amended to include the addition of SECTION 3.13 which shall read as follows:

SECTION 3.13. **Main Building Setback Requirements.** The following minimum setbacks shall be required in The North Ranch:

- a. Front Setback
 1. Side-drive garage: 30.0 feet
 2. Front-drive garage: 30.0 feet
- b. Side Setback: adjacent to local of collection street: 20.0 feet.

The Architectural Control Committee has the right to require setbacks which exceed these minimums if needed to achieve compatibility of the building and other improvements with a subject lot and the immediate surroundings.

ARTICLE VII LANDSCAPING AND DRAINAGE

SECTION 7.03 shall be amended to read as follows:

SECTION 7.03. **Drainage.** No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finished grading except after first obtaining the prior written consent of the Architectural Control Committee. Grading shall be maintained at all times so as to protect foundations and footings from excess moisture. Drainage of individual Lots must be contained on Lots or drain to the street, unless there is a drainage easement and access on the adjoining Lot.

In cases where the Lot owner or a contractor raises or lowers elevation of the ground and established finished grade elevation at any exterior property line of an adjoining Lot, said contractor or owner is responsible at his cost to correct and prevent dirt from falling or washing down on the adjoining property.

ARTICLE IX NORTH RANCH ASSOCIATION

SECTION 9.03 shall be amended to read as follows:

SECTION 9.03. **Organization and Purpose.** The Association is a non-profit Colorado corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles of Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of a conflict between the provisions of the Articles of Incorporation and Bylaws of the Association and this Declaration, the terms and provisions of this Declaration shall control. The North Ranch Association shall be

charged with the administration of The North Ranch and the terms and provisions of this Supplemental Declaration. Furthermore, The North Ranch Association shall be responsible for the maintenance and operation of any open spaces with The North Ranch, accesses to open spaces within The North Ranch, and amenities within The North Ranch owned by the Association and for the maintenance and operation of the entrance to The North Ranch and signage not maintained by the Master Association or Jefferson county; and for maintenance, operation and removal of snow on all private roads and ways within The North Ranch not maintained by the Master Association or Jefferson County.

**ARTICLE X
NORTH RANCH ASSESSMENTS**

SECTION 10.05 shall be amended to read as follows:

SECTION 10.05. Maintenance and Snow Removal. Access to some of the Lots within The North Ranch may be over private drives or ways owned in whole or in any part by the Owners of the Lots using the same for ingress and egress. In the event the Association shall provide maintenance, services shall be expressly prorated among all Owners.

All Articles and Sections not specifically changes by this Amendment shall remain in full force and effect. All deletions of the Articles, Sections, and Subsections as specifically changed above shall be of no further force and effect.

This Amendment of the Supplemental Declaration shall be recorded pursuant to Section 2.01 of the Master Declaration of Covenants, Conditions and rEstrictions of Ken-Caryl RANch recorded on April 26, 1989 under Reception No. 635595 in Book 2616 at page 163 of Jefferson County Colorado real property records and as recorded again on June 30, 1978 under Reception No. 78059201 in the same records.

The undersigned certify pursuant to the provisions of Article XIII Section 13.03B that a proper notice was forwarded to the Owners of Lots within The North Ranch that a hearing was held and that the undersigned did not within fifteen (15) days after said hearing receive written objections to the Amendment from the Owners of Seventy-Five Percent (75%) or more of the Lots.

IN WITNESS WHEREOF, Grantor and Calumet have executed this Supplemental Declaration the day and year first above written.

KEN-CARYL RANCH CORPORATION,

By: s/J. E. Osborn

ATTEST: Executive Vice President

s/

[SEAL] CALUMET SAVINGS SERVICE CORPORATION

By: s/Carole Lewis

ATTEST President

s/Thaddeus Walczahk

[SEAL]

**THIRD AMENDMENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE NORTH RANCH**

THIS THIRD AMENDMENT to the Supplemental Declaration of Covenants, Conditions and restrictions for The North Ranch is made this 8th day of February 1982, by the Ken-Caryl Ranch Corporation, a Delaware corporation (hereinafter referred to as “Grantor”) and Calumet Savings Service Corporation, an Illinois corporation, (hereinafter referred to as “Calumet”).

WITNESSETH:

WHEREAS, Grantor and Calumet did cause to be recorded on April 18, 1979, under Reception No. 79033725, of the Jefferson County, Colorado records, a Supplemental Declaration of Covenants, Conditions, and Restrictions for the North Ranch; and

WHEREAS, Grantor and Calumet did cause to be recorded on May 17, 1979, under Reception No. 79043477, of the Jefferson County, Colorado records, a First Amendment to Supplemental Declaration of Covenants, Conditions, and Restrictions for the North Ranch; and

WHEREAS, Grantor and Calumet did cause to be recorded on September 25, 1981, under Reception No. 81070910, of the Jefferson County, Colorado records, a Second Amendment to Supplemental Declaration of Covenants, Conditions, and Restrictions for the North Ranch; and

WHEREAS, the parties acknowledge the necessity of amending the said Supplemental Declarations and/or previous amendments; and

WHEREAS, pursuant to Article XII, Section 13.03B, Grantor and Calumet are permitted at this time to amend the Declaration.

NOW, THEREFORE, Grantor and Calumet hereby amend and change the original Supplemental Declarations, and/or Amendments thereto, as follows:

**ARTICLE III
BASIC BUILDING RESTRICTIONS**

SECTION 3.13 shall be amended to include the addition of the following:

SECTION 3.13 c. **Side Setback.** Not adjacent to local or collector Street (interior lot): 10.0 feet.

d. Rear Setback: 30.0 feet.

**ARTICLE X
NORTH RANCH ASSESSMENTS**

SECTION 10.01, the first sentence shall be amended and changed to read as follows:

SECTION 10.01. Creation of the Lien and Person Obligations of Assessments. Each Owner, except Calumet who shall be obligated to pay a partial assessment to be defined as one-third the annual assessed fee for each Lot owned by it that is fully developed and can be conveyed by Jefferson county development standards, of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital Improvements, such assessments to be fixed, established and collected from time to time, as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees, shall be a lien on such Lot and shall also be the personal obligation of the Owner of such Lot, provided, however, that the personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

SECTION 10.03 shall be amended and changed to read as follows:

SECTION 10.03. Basis and Payment of Annual Assessments.

- A. The annual assessment with respect to each Lot shall be estimated by the Association's Board prior to the conveyance of the first Lot and shall be payable in advance in annual installments; or in such other installments as the Association's Board may determine, provided, however, that until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Calumet or Grantor, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per Lot.
 - (i) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Calumet or Grantor, the maximum annual assessment shall be adjusted in an amount not to exceed fifteen percent (15%) per year, except that the maximum annual assessment shall be adjusted by an amount in excess of the fifteen percent

(15%), one time only, after the completion of all planned facilities and an assessment to cover the operations of said facilities has been determined.

- (ii) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, other than Calumet or Grantor, the maximum assessments may be increased above the amount computed in accordance with the provisions of (i) above, by a vote of sixty-six and two-thirds percent (66 2/3%) of each class of members who are voting in person or by proxy, at a meeting duly called for such a purpose.
 - (iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- B. Installments of the annual assessments shall be payable on or before the 10th day of the first month of each calendar year or within ten (10) days of the first month of any other assessment period adopted by the Association's Board. Written notice of the annual assessment shall be sent to every owner immediately following the assessment date. The Association shall, upon demand of any Owner, prospective purchaser, mortgagees, and prospective mortgagees, furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

All Articles and Sections not specifically changed by this Amendment shall remain in full force and effect. All deletions of the Articles, Sections, and sub-sections as specifically changed above shall be of no further force and effect.

This Amendment of the Supplemental Declaration shall be recorded pursuant to Section 2.01 of the Master Declaration of Covenants, Conditions and Restrictions of Ken-Caryl Ranch recorded on April 26, 1979 under Reception No. 635595 in Book 2616 at page 163 of Jefferson County Colorado real property records and as recorded again on June 30, 1978 under Reception No. 78059201 in the same records.

The undersigned certify pursuant to the provisions of Article XIII Section 13.03B that a proper notice was forwarded to the Owners of Lots within The North Ranch that a hearing was held and that the undersigned did not, within fifteen (15) days after said hearing, receive written objections to the Amendment from the Owners of Seventy-Five percent (75%) or more of the Lots.

IN WITNESS WHEREOF, Grantor and Calumet have executed this Third Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for The North Ranch the day and year first above written.

KEN-CARYL RANCH CORPORATION,

By: *s/J. E. Osborn*

ATTEST:

s/ Michael C. Crennen

[SEAL]

CALUMET SAVINGS SERVICE CORPORATION

By: *s/Carole Lewis*

ATTEST

President

s/Thaddeus Walczahk

[SEAL]

STATE OF COLORADO)

) ss,

COUNTY OF JEFFERSON)

The foregoing instrument was subscribed and sworn to before me this __ day of February, 1982, by John E. Osborn and Michael Crennen of the Ken-Caryl Ranch Corporation.

Witness my hand and official seal.

My commission expires December 13, 1982.

[SEAL]

s/Deborah A. Woodley
Notary Public

10579 Bradford Rd.

Littleto, CO 80127

