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SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE KEN-CARYL OFFICE PARK

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SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE KEN-CARYL OFFICE PARK

THIS SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions (hereinafter the "Supplemental Declaration") is made this 24<sup>th</sup> day of December 1976, by Ken-Caryl Ranch Corporation, a Delaware Corporation (hereinafter "Grantor").

RECITALS

- A. On April 25, 1974, Grantor executed that certain Master Declaration of Covenants, Conditions and Restrictions of Ken-Caryl Ranch (hereinafter the "Master Declaration") as owner of the lands set forth on Exhibits A and B thereto, and referred to in the Master Declaration as Ken-Caryl Ranch. The Master Declaration was 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.
- B. Grantor is the owner of the land described on Exhibit I attached hereto and incorporated herein by this reference, said land constituting a part of Ken-Caryl Ranch.
- C. This Supplemental Declaration shall apply only to the lands described on Exhibit I hereto and to such additional lands as shall have been hereafter subjected to this Supplemental Declaration in the manner set forth in

Article II. All lands described on Exhibit I, together with all lands which shall have been hereafter so subjected to this Supplemental Declaration from and after such subsection, are hereafter called the "Ken-Caryl Office Park" or the "Park".

D. Ken-Caryl Ranch is an area of unique natural beauty. By subjecting the Ken-Caryl Office Park to this Supplemental Declaration in addition to the Master Declaration, it is the desire, intent and purpose of Grantor to preserve and enhance the desirability of living on the residential portions of the Ranch, and at the same time to ensure for the owners, occupants and users of the Park that it will be developed and operated in an orderly, pleasant and well-planned manner and that the uses of and the improvements on the individual parcels of land will preserve and enhance the value of the Park as a whole and each of its component parts.

#### DECLARATION

NOW, THEREFORE, GRANTOR hereby declares that the Ken-Caryl Office Park 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 Park 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 Park and all parts thereof; shall inure to the benefit of and be binding upon every part of the Park and every interest therein; and shall inure to the benefit of, be binding upon, and be enforceable by Grantor and its successors in interest, each Owner and his successors in interest, the Master Association and its successors in interest, and the Ken-Caryl Office Park Association and its successors in interest.

This Supplemental Declaration is 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 the enforcement of other provisions in the Master Declaration or as provided for herein. The Park is hereby designated as an office, professional, light industrial and commercial use area.

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.

ARCHITECTURAL COMMITTEE and the COMMITTEE shall mean the committee created pursuant to Article VIII of the Master Declaration.

ARCHITECTURAL COMMITTEE RULES shall mean the rules adopted by the Architectural Committee pursuant to Section 8.03 of the Master Declaration.

ASSESSMENTS shall mean the sums levied by the Ken-Caryl Office Park Association pursuant to Section 10.06 A hereof.

BENEFICIARY shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be.

BOARD shall mean the Board of Directors of the Ken-Caryl Office Park Association.

DEED OF TRUST shall mean a mortgage or a deed of trust, as the case may be.

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

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 and mechanical equipment and enclosures, water softener fixtures or equipment, and poles, pumps, wells, 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.

KEN-CARYL OFFICE PARK and the PARK shall mean all lands described on Exhibit I hereto; and all lands which shall have been hereafter subjected to this Supplemental Declaration pursuant to Article II from and after such subsection.



KEN-CARYL OFFICE PARK ASSOCIATION and the PARK ASSOCIATION shall mean the nonprofit Colorado corporation described in Article X hereof and its successors.

KEN-CARYL RANCH CORPORATION shall mean Ken-Caryl Ranch Corporation, a Delaware corporation.

LOT shall mean any unit of land which is designated on any recorded Subdivision plat of land in the Park, whether or not improved, and platted for use as an office, professional, light industrial, or commercial site.

MANAGER shall mean the person, firm or corporation employed by the Park Association pursuant to Section 10.06 D hereof and delegated the duties, powers or functions of the Park Association pursuant to said Section.

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

MASTER DECLARATION shall mean the Master Declaration of Covenants, Conditions and Restrictions of Ken-Caryl Ranch recorded on the 26th day of April 1974, under Reception No. 635595 in Book 2616 at pages 163 through 237 of said Jefferson County records.

MEMBER shall mean any person who is a member of the Park Association pursuant to Section 10.02 hereof.

MORTGAGE shall mean any mortgage or deed of trust given on a Lot to secure the payment of a debt.

NOTICE AND HEARING shall mean ten (10) days' written notice 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.

OWNER shall mean (1) the person or persons, including Grantor, 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.

PERSON shall mean a natural individual or any other entity with a legal right to hold title to real property.

PLANS AND SPECIFICATIONS shall mean any and all documents designed to guide or control the Improvement or other proposal in question, including but not limited to those indicating size, shape, configuration or materials, 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.

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.

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

Grantor, and other Persons with its written consent, may at any time and from time to time subject additional lands to this Supplemental Declaration in accordance with the procedures set out in this Article II. Upon the recording of a Notice of Addition of Land containing the provisions set forth below in this Article, the covenants, conditions, restrictions and equitable servitudes contained in this Supplemental Declaration shall apply to the added land in the same manner as to the land 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 added land as with respect to the land originally covered by this Supplemental Declaration.

The Notice of Addition of Land referred to herein-above 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 added land as set forth herein;
- C. An adequate legal description of the added land; and
- D. Grantor's written consent if the added land is not then owned by Grantor.

## ARTICLE III

## USES AND OPERATIONS

SECTION 3.01. Permitted Uses and Operations.

Unless otherwise specifically prohibited in this Supplemental Declaration or in any other document heretofore or hereafter recorded, any Lot or Improvement may be used for any use then permitted by the applicable zoning (except those uses listed below in Sections 3.02 and 3.03) provided that such use meets the standards set forth below in this Section 3.01. Every use and operation must be performed and carried out entirely within a building (except parking as provided below in this Section 3.01) and such building must be so designed and constructed that the use and operation does not cause, produce or constitute a nuisance to adjacent sites by reason of (but not limited to) vibration, sound, electro-mechanical disturbance or radiation, electro-magnetic disturbance, or radiation, air, water or other pollution, dust, or emission of odorous, toxic or non-toxic matter. All lighting shall be shielded and confined within the property lines of the Lot. The foregoing standards shall not be deemed to have been violated if what would otherwise be a violation thereof is the result of a breakdown in equipment that could not have been reasonably prevented, provided that the same is promptly corrected; provided, however, that the Person responsible therefor shall, nevertheless, be liable for damages, penalties, injunctive relief and any other remedies available in law or equity. Parking may be provided outside of a building by the Owner, occupant or user of a Lot or building to his employees, guests, invitees, customers and clients ancillary to a permitted business or professional use or occupancy of the Lot or building.

SECTION 3.02. Prohibited Uses and Operations.

The following uses and operations shall not be permitted on any lot or in or on any Improvement which is subject to this

Supplemental Declaration:

- (a) trailer court or mobile home park;
- (b) junk yard;
- (c) labor camp;
- (d) commercial excavation of sand, gravel, aggregate, clay, clay derivatives, or other building or construction materials;
- (e) dumping or disposal of offal, dead animals, refuse, trash or junk;
- (f) distillation of bones, rendering fat, or curing hides;
- (g) stockyard, or slaughter of animals;
- (h) refining of petroleum or of its products, or gasification or liquefaction of coal;
- (i) smelting of iron, tin, zinc or other ores;
- (j) storage or sale of commercial explosives or above-ground bulk storage of flammable liquids or gases;
- (k) breeding, raising, boarding or keeping live animals for commercial purposes in kennels or otherwise, except as permitted under (j) of Section 3.03 below; provided, however, that if the standards described above in Section 3.01 are met, animals may be kept for use in medical or scientific research or experimentation.

SECTION 3.03. Uses and Operations Permitted Only

After Receipt of Special Permission. The following uses and operations shall be permitted on Lots or in or on Improvements which are subject to this Supplemental Declaration only on the terms and conditions set forth below in this Section 3.03:

- (a) park or other open or enclosed storage for trailers, mobile homes, boats, vans, campers,

- buses, sleighs, snowmobiles, motorcycles, motor scooters, or other recreational vehicles, whether similar or dissimilar to the items in the foregoing list;
- (b) warehouse or other open or enclosed storage area or building, regardless who owns the material, merchandise or other thing being warehoused or stored;
  - (c) manufacturing, processing, fabrication or assembly of any commodity;
  - (d) new or used car dealership, lot or business, or operation of an automobile repair garage or business;
  - (e) motor vehicle service or gasoline filling station;
  - (f) parking lot, other than parking provided by the Owner, occupant or user of a lot or building to his employees, guests, invitees, customers and clients ancillary to his business or professional use or occupancy of the lot or building;
  - (g) automobile rental business, or rental of trucks, vans or trailers for moving of household goods or other things;
  - (h) boat and other marine sale or rental business;
  - (i) truck terminal; or
  - (j) veterinary clinic or small animal hospital.

Any person desiring to use any Lot or building or other Improvement for any use or operation listed above in this Section 3.03 shall submit complete Plans and Specifications for the building or other Improvement, and a detailed description of the proposed operation. Such plans and specifications and description shall be submitted to Grantor so long as Grantor is entitled to three votes for every one vote to which another Person is entitled pursuant to Section 10.03 A(b) below, and thereafter they shall be submitted to the Architectural Committee. Grantor or the Architectural Committee, as the case may be, may approve or

disapprove such desired use and operation. Approval or disapproval shall be based upon the effect of such use and operation on other Lots, Improvements and uses within and occupants of the Park and other parts of Ken-Caryl Ranch in the vicinity of the Park. Approval may be conditioned upon changes in or modifications to the proposed use and operation. If approval is granted, all standards set forth in Section 3.01 shall be met as a minimum. If written approval has not been given within thirty days after submission of the Plans and Specifications and description of the proposed operation, it shall be conclusively presumed that the same have been disapproved.

SECTION 3.04. Compliance with Zoning. Nothing set out above in Sections 3.01, 3.02 or 3.03 shall be deemed to dispense with the requirement that all Persons comply fully with all applicable zoning, subdivision, building and other governmental resolutions, regulations and codes.

SECTION 3.05. Dispute as to Nature of Use. In the event of any dispute as to whether a proposed use falls within Section 3.01, 3.02 or 3.03, the decision of Grantor so long as Grantor is entitled to three votes for every one vote to which another Person is entitled pursuant to Section 10.03 A(b) below, and thereafter the decision of the Architectural Committee, shall be final unless, on the basis of all relevant facts and circumstances, such decision is arbitrary, capricious or an abuse of discretion.

#### ARTICLE IV

##### BASIC BUILDING RESTRICTIONS

SECTION 4.01. Architectural Committee Approval.

Except as provided in Article XIII hereof, 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, notwithstanding any other provision in this Supplemental Declaration.

SECTION 4.02. General. Approval shall be based, among other things, on adequacy of Lot dimensions, size and shape; adequacy of structural design; conformity and harmony of external design with neighboring Improvements; effect of location and use of Improvements on neighboring Improvements, Lots and uses; relation of topography, grade and finished ground elevation of the Lot to that of neighboring Lots; and orientation of Improvements with respect to nearby streets. Building design and location shall relate harmoniously to adjacent buildings and the entire Ken-Caryl Office Park in terms of building materials, colors, height, massing, scale, parking, and vehicular and pedestrian circulation. When multiple structures are planned for a single Lot, they shall, in addition, be designed in a unified architectural manner. Pedestrian circulation within the Park shall be separated from vehicular circulation insofar as reasonably practicable.

SECTION 4.03. Exterior Surfaces. All exterior surfaces of all buildings, shall be of materials and colors approved by the Architectural Committee. The use of non-reflective building materials with finishes in a range of earth tones is encouraged.

SECTION 4.04. Storage of Building Materials. No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement or its alteration or improvement.



SECTION 4.05. Temporary Structures. No trailer, mobile home, tent or shack or other temporary building, Improvement or structure shall be placed upon any property, except that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of Grantor, such approval to include the nature, size and location of such structure. Notwithstanding the preceding sentence, a temporary building may be occupied for the business or professional use to which a lot is to be devoted prior to completion of the permanent building with the prior written approval of Grantor so long as Grantor is entitled to three votes for every one vote to which another Person is entitled pursuant to Section 10.03 A(b) below, and thereafter of the Architectural Committee.

SECTION 4.06. Construction Activities. This Supplemental Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements, 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 construction. Such waiver may, but need not, be recorded or in recordable form.

#### ARTICLE V

#### OCCUPANCY, REPAIR AND MAINTENANCE OBLIGATIONS

SECTION 5.01. Repair of Improvements. 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. Materials which are customarily left unfinished, such as cedar shingle roofs and cedar stockade fences, are permitted so long as in the opinion of the Architectural Committee they have not become unsightly.

#### SECTION 5.02. Reconstruction of Improvements.

Any Improvement which may be destroyed in whole or in part by fire, hail, windstorm or any other cause or act of God, shall be promptly rebuilt or all debris removed and the Lot restored to a sightly condition.

SECTION 5.03. 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 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 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 Grantor so long as Grantor is entitled to three votes for every one vote to which another Person is entitled pursuant to Section 10.03 A(b) below, and thereafter of the Architectural Committee. Nothing in this Section 5.03 shall be construed as prohibiting sirens, horns, bells and other sound devices on fire, police, ambulance and other emergency vehicles.

SECTION 5.04. Unightly Articles. No unsightly article shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. 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, and compost piles shall be appropriately screened from view. No lumber, grass, 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 5.05. Business Vehicles and Equipment.

The Architectural Committee may require commercial and business vehicles to be kept in an enclosed structure or

appropriately screened from view when not in actual use. No repair or maintenance work, other than minor emergency repairs, shall be done except at a motor vehicle service station or in an enclosed structure. Garden equipment and snow removal equipment shall be stored in an enclosed structure or appropriately screened from view.

SECTION 5.06. Signs and Mailboxes. No sign or mailbox of any kind shall be displayed to the public view within the Park, except as first approved by the Architectural Committee. All signs must be professionally painted, lettered and constructed. All signs shall be in compliance with any uniform sign guidelines which may be adopted by the Architectural Committee from time to time.

SECTION 5.07. Hazardous Activities. No activities shall be conducted on any Lot and no Improvements constructed on any Lot which are or might be unsafe or hazardous to any Person or property.

SECTION 5.08. Parking Areas. Each Owner and each occupant shall keep any parking areas on his Lot in constant good condition and repair, and, during the times likely to be used by his employees, customers, clients, guests or invitees, free from ice, snow and obstructions.

#### ARTICLE VI

#### FURTHER SUBDIVISION

SECTION 6.01. No Lot to be Further Subdivided.

No Lot shall be further divided or subdivided, nor may any easement, right-of-way, or other interest therein less than the whole, other than a leasehold estate or interest in or

to the Lot or an Improvement thereon or an easement across the Lot in question to serve only said Lot or the Improvements thereon, be conveyed by the Owner, nor shall any two or more Lots be combined into a single parcel, without the prior written approval of Grantor so long as Grantor is entitled to three votes for every one vote to which another Person is entitled pursuant to Section 10.03 A(b) below, and thereafter without the prior written approval of the Board of Directors of the Ken-Caryl Office Park Association. However, while Grantor is the owner thereof, Grantor may further divide and subdivide any Lot, convey any easement, right-of-way, or other interest less than the whole and combine any two or more Lots. Nothing herein shall prohibit transfer or sale of any Lot to more than one Person to be held by them as tenants in common or joint tenants or prohibit the granting of any Mortgage or Deed of Trust. Nothing herein shall prohibit easements created by recorded subdivision plat for utilities, drainage, or vehicular or pedestrian ingress and egress.

## ARTICLE VII

## UTILITIES

SECTION 7.01. To Be Underground. Each Lot is 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 and the Improvements thereon, and each Owner shall 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. All electric, 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, sewer or other meter or device of any type, or heating, ventilating, or air conditioning equipment, or any other apparatus shall be located on any pole, nor shall the same be placed on the roof or hung on the outside of any building unless totally enclosed; and where the same are placed on the surface of the ground, they shall be appropriately screened from view, except that the Architectural Committee may exempt from such screening requirement transformers, meters and similar devices owned by a utility or other company or public, governmental, or quasi-governmental entity, and designed and installed for area-wide service. All such installations (including all of those exempted under the preceding sentence) shall be subject to the prior written approval of the Architectural Committee. Solar energy collectors, panels and devices may be installed on the roof of any building or in any other exposed location if first approved in writing by the Architectural Committee.

SECTION 7.02. 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 7.01 above.

SECTION 7.03. Street Lighting. All Lots shall be subject to and bound by the terms of any contract with Public Service Company of Colorado relating to street lighting. The Owner of each Lot shall pay as billed a pro rata portion of the cost of public street lighting as

calculated by the public, quasi-public or private entity which has contracted with Public Service Company to provide street lighting for the area.

#### ARTICLE VIII

##### LANDSCAPING AND DRAINAGE

SECTION 8.01. Approval. Prior to commencement of any construction of any berm, fence, screening wall, retaining wall, arbor, gazebo, or landscaping, and prior to any planting of trees or shrubs, approval of the Architectural Committee shall be obtained pursuant to Article VIII of the Master Declaration.

SECTION 8.02. Completion of Landscaping. Promptly after completion of construction on any lot, and in any event within sixty days after completion of such construction between March 1 and September 1 and within one hundred eighty days after completion of such construction at any other time, all open areas which are not to be devoted to parking shall be landscaped and thereafter carefully maintained in compliance with an overall landscaping plan approved by the Architectural Committee. 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 8.03. Drainage. 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. All improvements shall be designed to conform to and complement the topography. It

shall be the sole responsibility of the Owner of each Lot to see that all precipitation and other surface water which may fall or otherwise come upon his Lot is detained or disposed of in full compliance with all applicable governmental statutes, resolutions, regulations or codes and in accordance with sound engineering practice. 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 written approval of the Architectural Committee; provided, however, that neither this requirement nor such approval shall transfer to the Architectural Committee any responsibility for the adequacy or legality of any water detention or disposal plan.

#### ARTICLE IX

##### ARCHITECTURAL COMMITTEE

SECTION 9.01. Approval Required. There shall be no construction, external repair, external alteration or addition to any Improvement, removal of any Improvement, or excavation without prior approval of the Architectural Committee pursuant to Article VIII of the Master Declaration. With respect to its exercise of any right, duty, or other function under this Supplemental Declaration, the Architectural Committee shall have all of the rights, powers, privileges, exemptions and immunities available to it under the Master Declaration.

SECTION 9.02. Review of Proposed Construction. Whenever in the Master Declaration or in this Supplemental 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 in the Park the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, repair, excavation, alteration, or addition contemplated thereby in the locations indicated will not be detrimental to the Park, or any part thereof, or the surrounding area, or Ken-Caryl Ranch 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 such changes therein as it deems appropriate, and may require submission of additional Plans and Specifications or other information prior to approving or disapproving the material submitted. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including without limitation, the detailed description of a proposed operation under Section 3.03 above and environmental impact statements. 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 9.03. Successor Architectural Committee.

If Grantor or the Board of the Master Association shall hereafter relinquish to the Ken-Caryl Office Park Association the right to appoint its own architectural committee for the

Ken-Caryl Office Park, and if the Park Association shall accept such relinquishment, all as in Section 8.11 of the Master Declaration provided, then thereafter all references in this Supplemental Declaration to the Architectural Committee shall be construed to mean the architectural committee of the Park Association. If such relinquishment is made and accepted, then the architectural committee of the Park Association shall have all rights, powers, functions, privileges, exemptions, immunities, duties and obligations with respect to the area subject to this Supplemental Declaration as are granted to the Architectural Committee by Sections 8.01 through 8.10 or by any other sections of the Master Declaration and the Park Association shall have all rights, powers, functions, privileges, exemptions, immunities, duties and obligations with respect to such Park Association architectural committee as are granted to the Master Association with respect to the Architectural Committee by said Sections 8.01 through 8.10 or by any other sections of the Master Declaration.

#### ARTICLE X

##### THE KEN-CARYL OFFICE PARK ASSOCIATION

SECTION 10.01. Organization. The Ken-Caryl Office Park Association is (or upon its incorporation hereafter will be) 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 Supplemental Declaration. Neither its Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Supplemental Declaration.

SECTION 10.02. Membership. Each Owner of a Lot in the Park shall be a Member of the Park Association, provided, however, that no Person shall be a Member by reason of ownership of any leasehold interest or estate, easement, right-of-way, mineral interest, Mortgage or Deed of Trust. Each Owner of a Lot shall automatically be a Member of the Park Association without the necessity of any further action on his part, and membership in the Park Association shall be appurtenant to and shall run with ownership of each Lot. Membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the Lot, and then only to the transferee of such title. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void. Grantor shall also be a Member whether or not it owns any land in the Park; provided, however, that Grantor may at any time, by written and recorded instrument, relinquish its membership in the Park Association if it does not then own any Lot in the Park.

SECTION 10.03. Voting Rights.

A. Entitlement. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Park Association and on all other matters to be voted on by the Members shall be calculated as follows:

- (a) The Owner (including Grantor) of each Lot shall be entitled to one vote for each full acre and one vote for each additional fractional acre less than a full acre in such Lot; provided, however, that if such Lot contains less than one full acre, the Owner thereof shall be entitled to one vote;

(b) So long as Grantor is entitled to amend the Master Declaration pursuant to Section 10.02 B thereof, Grantor shall have, in addition to any votes to which it is entitled as an Owner of a Lot in the Park, three votes for every one vote that is outstanding in any other Owner.

The Directors need not be Owners of or otherwise occupy Lots.

B. Joint or Common Ownership. If any Lot is held jointly or in common by more than one Person, the vote to which the Owners of such Lot are entitled shall also be held jointly or in common in the same manner. However, the vote for such Lot shall be cast, if at all, as a unit, and neither fractional votes nor split votes shall be allowed. In the event that such joint or common Owners are unable to agree among themselves as to how their vote shall be cast as a unit, they shall lose their right to cast their vote on the matter in question. Any joint or common Owner shall be entitled to cast the vote belonging to the joint or common Owners unless another joint or common Owner shall have delivered to the Secretary of the Park Association prior to the election a written statement to the effect that the Owner wishing to cast the vote has not been authorized to do so by the other joint or common Owner or Owners.

C. Proxy Voting. Any Owner may give a revocable written proxy to any Person authorizing the latter to cast the Owner's vote on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws of the Park Association.

D. Cumulative Voting. The cumulative system of voting shall not be used for any purpose.

SECTION 10.04. Meetings of Members. There shall be an annual regular meeting of the Members of the Park Association on such date and at such reasonable place as shall be designated by the Board. The date of said annual regular meeting may be changed by the Board by a notice given to the Members as hereinafter in this Section 10.04 provided. The time, date and place of said annual regular meeting shall be designated by notice of the Board given to the Members not less than ten nor more than fifty days prior to the date fixed for said regular meeting. Special meetings of the Members may be called at any reasonable time and place by notice by the Board or by notice by Members having one-fifth of the total votes, delivered not less than ten or mailed not less than fifteen days prior to the date fixed for said special meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed, in the case of Grantor to 7676 South Continental Divide Road, Littleton, Colorado 80123, and in the case of each other Member to such Member at his address in the Park, or, in all cases, to such other address as the Member shall have designated in writing to the Board.

The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be Members entitled to vote 25% of the total votes.

The Chairman of the Board, or in his absence the Vice Chairman, shall call meetings of Members to order and act as chairman of such meetings. The Secretary or in his absence the Assistant Secretary, shall act as secretary of the meeting.

Except as provided otherwise in this Supplemental Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of Members having a majority of the total votes present at such meeting in person or by proxy.

SECTION 10.05. Duties of the Park Association.

The Park Association shall have and perform each of the following duties for the benefit of the Members:

A. Enforcement Hereof. The Park Association shall enforce, in its own behalf and in behalf of all Owners, all of the covenants, conditions and restrictions set forth in this Supplemental Declaration, under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions and restrictions, and as assignee of Grantor; and it shall perform all other acts, whether or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of this Supplemental Declaration.

B. Other. The Park Association shall carry out all other duties imposed upon it by its Article or Bylaws.

SECTION 10.06. Powers and Authority of the Park Association. The Park Association shall have all of the powers of a Colorado nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Supplemental Declaration. It

shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Colorado or by this Supplemental Declaration. Without in any way limiting the generality of the two preceding sentences, the Park Association shall have the following powers and authority at all times:

A. Assessments. The Park Association may levy Assessments against each Lot in order to raise the sums necessary to enable it to carry out its functions. An Assessment is defined for purposes of this Section 10.06 A as that sum which must be levied against each Lot in the manner set forth below in this Section 10.06 A in order to raise the total amount for which the levy in question is being made. For each levy, the Park Association shall levy that number of Assessments against each Lot as is equal to the number of votes to which the Owner thereof is entitled pursuant to Section 10.03 A(a) above. The Owner of each Lot at the time of levy of Assessments shall be personally liable for the Assessments, and the same shall become a lien against each Lot and all Improvements thereon, and payment may be enforced, as hereinafter provided. Grantor shall owe no Assessment except by reason of ownership of Lots in the Park.

B. Right of Entry and Enforcement. The Park Association may enter, after 24 hours written notice, without being liable to any Owner or other occupant of a Lot, onto any Lot for the purpose of enforcing by peaceful means the provisions of this Supplemental Declaration. The Park 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.

C. Fines. If any Owner, or any of his employees, lessees, or licensees shall breach any covenant, condition or restriction contained in this Supplemental Declaration or in the Master 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 Park Association may levy a reasonable fine of not to exceed One Hundred Dollars for each breach 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.

D. Manager. The Park Association may employ the Master Association or any other Person or firm (the Manager) to manage and operate the Park Association, including its properties, to the extent deemed advisable by the Board. To the extent permitted by law, the Park Association and the Board may delegate any of their duties, powers or functions to the Manager. The Owners release the Park Association and the members of the Board from liability for any omission or improper exercise by the Manager of any duty, power or function so delegated.

E. Contracts. The Park Association may enter into contracts with Grantor, the Master Association, and all other Persons to provide any service or perform any function,



including but not limited to contracts delegating to the Master Association some or all of the duties under this Supplemental Declaration of the Park Association and the right to collect and remit (but not to levy) Assessments and fines levied by the Park Association.

F. Indemnity. The Park Association may agree to indemnify the members of its Board and such of its officers, agents and employees as the Board may determine, against liability for their actions, to the extent determined by the Board, and may insure any indemnification so granted.

G. Rules and Regulations. The Park 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.

H. Exemption Under I.R.S. If it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Park Association because of one or more rights, powers, duties, obligations or functions given to it by this Supplemental Declaration, the Park Association may create a subsidiary or other association to perform the rights, powers, duties, obligations or functions which prevent the obtaining of the tax exemption; or, alternatively, it may retain the rights, powers, duties, obligations and functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations and functions to such subsidiary or other association.

I. Insurance. The Park Association may obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount. Without

limiting the generality of the preceding sentence, such policies of insurance may include bodily injury and property damage liability insurance insuring against liability for death, bodily injury or property damage arising from activities of the Park Association including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. Such liability insurance policy may name as separately protected insureds the Park Association, the Manager, the Board, and each member of the Board, and such policy may also name some or all of the respective officers, employees and agents of the Park Association. The Park Association shall also obtain and maintain in effect such workmen's compensation coverage as is necessary to comply with all applicable laws. The Park Association may also obtain and maintain in effect a fidelity bond in such penal amount as the Board may determine, naming the members of the Board and such other persons as may be designated by the Board as principals and the Park Association as obligee.

J. Architectural Committee. The Park Association may appoint its own architectural committee pursuant to and as provided in Section 8.11 of the Master Declaration.

K. Assessment Benefitting Specific Areas. The Park Association shall also have authority to levy special assessments against specific Lots, local areas and Improvements to be expended for the benefit of the properties so assessed. The assessments levied under this subparagraph K. shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and therefore the amount levied against each Lot or parcel of land or Improvement need not be equal. Any such assessments shall constitute

a lien on the properties so assessed and such liens shall be enforced in the same manner and to the same extent as is provided in this Supplemental Declaration for regular Assessments. The Owner of the Lot or parcel of land or Improvement shall also be personally liable for any assessments levied under this subparagraph K. and the same may be collected as provided in Section 11.08 below.

L. Security Police Patrol. The Park Association may maintain a private security police patrol for the Park. If the Park Association so elects to maintain such a patrol, all aspects thereof shall be in the sole discretion of the Board, including but not limited to the number of such policemen, the hours during which they shall be on duty, the frequency of patrol, and the nature of their equipment. The Park Association may contract with an independent agency to provide such private security police or it may directly employ its own personnel.

M. Ownership of Property. The Park Association may acquire by purchase, gift or otherwise, real and personal property, and may sell, donate or otherwise dispose of the same.

#### 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, at his own expense, Grantor, and the 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, and 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 Board, whether or not the relief sought is for negative or affirmative action. However, only Grantor, the Board 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. Late Charges. If any regular Assessment or any special assessment is not paid within fifteen days after it is due, the same becomes delinquent and the Owner may be required by the Board to pay a late charge at such rate as the Board may designate from time to time.

SECTION 11.05. Unpaid Assessments as Liens. The amount of any delinquent regular Assessment or any special assessment assessed against any Lot, and any late payment

charge attributable thereto, plus interest on such Assessment or assessment and charge at a rate of 10% per annum simple interest (or such higher rate as the Board may designate from time to time), and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon each Lot. Such lien may be foreclosed in the same manner as is provided in the laws of Colorado for the foreclosure of mortgages on real property. A certificate executed and acknowledged by any two Members of the Board stating the indebtedness secured by such lien shall be conclusive upon the Park Association as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee.

SECTION 11.06. Remedies Cumulative. Each remedy provided by this Supplemental Declaration is cumulative and not exclusive.

SECTION 11.07. 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.

SECTION 11.08. Enforcement in Court. The Park Association may enforce any fine or delinquent regular Assessment or special assessment or other charge levied or assessed against any Lot or Owner or otherwise owed by any Owner under this Supplemental 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 Senate Bill No. 52, Colorado Session

Laws for 1976, and any other similar or dissimilar legislation with respect to a "small claims court" as may exist from time to time. The Park Association may also bring any action in law or equity in any other court available to it under the statutes of Colorado for enforcement of this Supplemental Declaration.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Term. This Supplemental Declaration, as the same may be from time to time amended, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2020, unless said date shall be amended as herein provided. After December 31, 2020, 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 who are then entitled to cast at least seventy-five percent of the votes outstanding at that time as determined by Section 10.03 A(a), and recorded in the Jefferson County real property records.

SECTION 12.02. 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 or Deed of Trust 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 this Supplemental Declaration and shall be liable for all regular Assessments or special assessments levied subsequent to such foreclosure or conveyance, and all installments of regular Assessments or special assessments levied prior to completion of such foreclosure or before such conveyance but falling due after such completion or such conveyance.

SECTION 12.03. Amendment.

A. Special Provisions. No amendment of Section 12.02 shall be effective as to any Beneficiary 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. Except as provided in Section 12.03 A, this Supplemental Declaration may be amended only by Grantor so long as only Grantor is entitled to amend the Master Declaration pursuant to Section 10.02 B thereof; provided, however, that if Grantor wishes to amend this

Supplemental Declaration, it shall first give at least ten days' written notice to each Owner of a Lot of the time and place of a hearing to be held to consider such amendment. Such notice may be given in 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 in the Park. If the Owners, other than Grantor, who are then entitled to cast seventy-five percent or more of the votes outstanding as determined by Section 10.03 A(a), by written notice delivered to Grantor within 15 days after such hearing, object to the amendment proposed by Grantor, 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, 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 sufficient to defeat the amendment, as aforesaid.

C. By Owners. Except as provided in Sections 12.03 A and 12.03 B, 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 who are then entitled to cast at least seventy-five percent of the votes outstanding at that time as determined by Section 10.03 A(a).

D. Joint or Common Ownership. For purposes of Sections 12.03 B and 12.03 C 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 12.03 B or approve in writing the proposed amendment under Section 12.03 C, as the case may be, or the vote with respect to such Lot shall not be counted.

SECTION 12.04. 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 12.05. Construction.

A. Restrictions Severable. Notwithstanding the provisions of the foregoing Section 12.04 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 XIII  
EXEMPTION OF GRANTOR FROM CONTROL OF  
ARCHITECTURAL COMMITTEE

SECTION 13.01. Exemption of Grantor. 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 Architectural Committee; or (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 has executed this Supplemental Declaration the day and year first above

written.  
ATTEST  
*Richard Griffin*  
*Assistant Secretary*

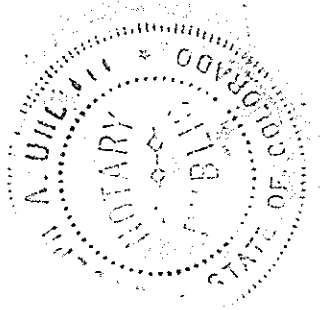
KEN-CARYL RANCH CORPORATION

BY

*James E. Cannon*

STATE OF COLORADO )  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 24th day of December 1976 by James E. Cannon as President and Richard Griffin as Assistant Secretary of Ken-Caryl Ranch Corporation, a corporation.



Witness my hand and official seal.

My commission expires April 15, 1980.

*Joseph A. Uhlir*  
Notary Public

EXHIBIT I

Lots 1 through 6, Ken-Caryl Ranch "Plains" Phase 1-C,  
Jefferson County, Colorado.

78071381

REC'D AUG 12 1978

1978 AUG -4 PM 12:00

County of Jefferson State of Co.

78059201

AMENDMENTS TO  
SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE KEN-CARYL OFFICE PARK

54  
1-1

Pursuant to Section 12.03 of the Supplemental Declaration of Covenants, Conditions and Restrictions for the Ken-Caryl Office Park, recorded December 27, 1976, in Book 2943 at page 7, Jefferson County, Colorado (hereinafter the "Supplemental Declaration"), Ken-Caryl Ranch Corporation, a Delaware corporation, as Grantor under the Supplemental Declaration, hereby amends said Supplemental Declaration as follows:

1. The beginning of Section 10.03A(b) of the Supplemental Declaration is amended to read:
  - (b) During the Period of Grantor Control, as defined in Article I and Section 6.03E of the Master Declaration, Grantor shall have, in addition to any votes. . . (no further change).

2. The beginning of Section 12.03B of the Supplemental Declaration is amended to read:

- B. By Grantor. Except as provided in Section 12.03A, this Supplemental Declaration may be amended only by Grantor during the Period of Grantor Control, as defined in Article I and Section 6.03E of the Master Declaration; provided, however, that if Grantor wishes. . . (no further change).

Ken-Caryl Ranch Corporation hereby certifies that the foregoing amendments were duly adopted pursuant to Section 12.03B of the Supplemental Declaration, and, more particularly, that the notice and hearing provided for in said Section was given and held and that Ken-Caryl Ranch Corporation did not within 15 days after said hearing receive written objections to all or any of the foregoing amendments from the Owners, other than Ken-Caryl Ranch Corporation, who were then entitled to case 75% or more of the votes outstanding as determined by Section 10.03A(a) of the Supplemental Declaration.

ATTEST:  
By James S. Winder  
Assistant Secretary

KEN-CARYL RANCH CORPORATION,  
a Delaware corporation

By [Signature]  
President

STATE OF COLORADO )  
                                  ) ss:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me  
this 13th day of June, 1978, by Denise E. Carruth  
as President and James S. Winder as Assistant  
Secretary of Ken-Caryl Ranch Corporation.

Witness my hand and official seal.

My commission expires March 25, 1980.  
B. Marcine Shepherd  
Notary Public





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County of Jefferson State of Co.

AMENDMENTS TO  
SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE KEN-CARYL OFFICE PARK

1-1

Pursuant to Section 12.03 of the Supplemental Declaration of Covenants, Conditions and Restrictions for the Ken-Caryl Office Park, recorded December 27, 1976, in Book 2943 at page 7, Jefferson County, Colorado (hereinafter the "Supplemental Declaration"), as amended, Ken-Caryl Ranch Corporation, a Delaware corporation, as Grantor under the Supplemental Declaration, hereby amends said Supplemental Declaration as follows:

1. The second from the last sentence in Section 3.03 of the Supplemental Declaration is amended to read:

If approval is granted, all standards set forth in Section 3.01, except for the requirement that every use and operation must be performed and carried out entirely within a building, shall be met as a minimum.

2. The following shall be added to the end of Section 3.03 of the Supplemental Declaration:

Notwithstanding anything contained in Section 3.01, Section 5.03, Section 5.07, or elsewhere in this Supplemental Declaration, none of the above specified uses and operations permitted only after receipt of special permission shall be deemed to constitute a per se nuisance or hazard if properly operated in compliance with all applicable governmental regulations and the terms and conditions of the herein required approval.

Ken-Caryl Ranch Corporation hereby certifies that the foregoing amendments were duly adopted pursuant to Section 12.03B of the Supplemental Declaration, as amended by instrument recorded on August 12, 1978 as Reception No. 78071381, and, more particularly, that the notice and hearing provided for in said Section was given and held and that Ken-Caryl Ranch Corporation did not within 15 days after said hearing receive written objections to all or any of the foregoing amendments from the Owners, other than Ken-Caryl Ranch Corporation, who were then entitled to cast 75% or more of the votes outstanding as determined by Section 10.03A(a) of the Supplemental Declaration.

ATTEST:

BY Darrell S. Winder  
Secretary

KEN-CARYL RANCH CORPORATION,  
a Delaware corporation

By [Signature]  
President

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss.

The foregoing instrument was acknowledged before me this 11 day of FEBRUARY, 1979, by DENNIS CARRUTH as President and DARRELL S. WINDER as ASSISTANT Secretary of Ken-Caryl Ranch Corporation.

Witness my hand and official seal.

My commission expires AUGUST 29, 1983.



Brenda L. Casper  
Notary Public