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STATE OF COLORADO
ADAMS COUNTY

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF
THE RANCH SUBDIVISION FILING NO. 3**

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RANCH SUBDIVISION FILING NO. 3**

This Declaration of Covenants, Conditions and Restrictions of The Ranch Subdivision Filing No. 3 ("Declaration") is made effective upon recording.

RECITALS

A. Front Range Partners, a Colorado general partnership and certain other property owners (as shown on Exhibit "A" to the Original Declaration) recorded a Declaration of Covenants, Conditions and Restrictions of The Ranch Subdivision Filing No. 3 on September 6, 1979 at Reception No. B221143, Adams County Clerk and Recorder (hereinafter referred to as the "Original Declaration").

B. The Original Declaration has been amended by the Agreement to Amend the Declaration of Covenants, Conditions and Restrictions of The Ranch Subdivision Filing No. 3, recorded on November 6, 1979 at Reception No. B233263, Adams County Clerk and Recorder and by the Agreement to Amend the Declaration of Covenants, Conditions and Restrictions of The Ranch Subdivision Filing No. 3, recorded on September 30, 1980 at Reception No. B287709 of the aforesaid records.

C. Paragraph 28 of the Original Declaration provides that the Declaration may be amended by the approval in writing of not less than 75% of the Members; however, C.R.S. § 38-33.3-217(1)(a) states that any provision in the Declaration that purports to specify a percentage larger than 67% is declared void as contrary to public policy, and until amended, such provision shall be deemed to specify a percentage of 67%.

D. The purposes of this Amended and Restated Declaration of Covenants, Conditions and Restrictions include, but are not limited to the following: to update the Original Declaration to comply with current state law; to delete Declarant rights and responsibilities that are no longer applicable; to remove unreasonable restrictions on the Community, to update provisions so as to allow the Board of Directors to efficiently operate the Community and deal with Community concerns; to maintain the Community as a premium residential district, and to add provisions that provide tools for the Association to effectively solve problems and enforce the Declaration, Bylaws and rules and regulations.

E. Members holding at least 67% of the votes in the Association desire to amend and consolidate the Original Declaration and have approved this Amended and Restated Declaration (hereinafter referred to as the "Declaration") in writing and such Members have determined this Declaration to be reasonable and not burdensome.

NOW, THEREFORE, the Original Declaration is replaced by the covenants, servitudes, easements and restrictions set forth below:

**ARTICLE 1
NAME AND LOCATION**

Section 1.1 **Name.** The name of the Community is The Ranch Subdivision Filing No. 3.

Section 1.2 **Location.** The Property subject to this Declaration and the Act is located in Adams County, Colorado, as more particularly provided in Exhibit "A" to this Declaration. The Plat relating to the Community is in the records of the Clerk and Recorder of Adams County, Colorado. The Plat is incorporated herein by reference as fully as if the same was set forth in its entirety herein.

ARTICLE 2
DEFINITIONS

Section 2.1 Terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Colorado Common Interest Ownership Act or the Colorado Revised Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws and the Articles of Incorporation shall be defined as follows:

(a) **Act** means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq., as applicable to common interest communities created prior to July 1, 1992, as such Act may be amended from time to time.

(b) **Architectural Control Committee** or **Committee** means the committee appointed by the Board of Directors for the purpose of implementing the architectural review provisions of this Declaration and architectural guidelines for the Community to insure proper use, appropriate improvement, and harmonious additions, alterations and improvements within the Community.

(c) **Articles** or **Articles of Incorporation** means the Articles of Incorporation of The Ranch Subdivision Filing No. 3 Homeowners' Association, filed with the Secretary of State of the State of Colorado.

(d) **Association** means The Ranch Subdivision Filing No. 3 Homeowners' Association, a Colorado nonprofit corporation, its successors or assigns.

(e) **Board** or **Board of Directors** means the body designated in the Governing Documents to act on behalf of the Association.

(f) **Bylaws** mean the Bylaws of The Ranch Subdivision Filing No. 3 Homeowners' Association.

(g) **Common Area** means all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area is described as follows: Tract A, Tract B, Tract C, Tract D, and Tract E, as more particularly shown on the Plat of the Property.

(h) **Common Expenses** mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Community including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and performing Association responsibilities, together with any allocation to reserves.

(i) **Community** or **The Ranch Subdivision Filing No. 3 Community** shall mean the planned community known as "The Ranch Subdivision Filing No. 3" and the real property subject to this Declaration and as further defined in the recorded Plats and the legal descriptions contained in this Declaration, and the Members of the Association.

(j) **Community-Wide Standard** means the standard of conduct, maintenance, or other activity generally prevailing within the Community. Such standard may be more specifically determined by the Board of Directors.

(k) **Governing Documents** mean this Declaration and all exhibits hereto, the Association's Articles of Incorporation, Bylaws, rules and regulations, if any, Covenant Guidelines, and the Plat, all as may be supplemented or amended from time to time.

(l) **Electronic Record** means information created, transmitted, received or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, and facsimile transmissions.

(m) **Lot** shall mean and refer to any plot of land shown upon any recorded Plat of the Property with the exception of the Common Areas.

(n) **Majority** means those eligible votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

(o) **Member** shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

(p) **Occupant** means any Person staying overnight in a residence on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year, regardless of whether such Person is a tenant or the Owner of such Lot.

(q) **Owner** shall mean the record titleholder of a Lot within the Community, including contract sellers, but shall not include any person or entity having such interest as security for the performance of an obligation, including mortgage holders.

(r) **Person** means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

(s) **Plat** shall mean and refer to the plat(s) of the Property that are subject to this Declaration and that are recorded in the records of the Office of the Clerk and Recorder of Adams County, Colorado.

(t) **Property** shall mean the property described in Exhibit "A" which is subject to the Declaration together with all easements, rights and appurtenances thereto and that is subject to the Act, to the extent that the Act applies to communities established prior to July 1, 1992.

ARTICLE 3
ASSOCIATION MEMBERSHIP, ALLOCATION OF VOTES, AND
ALLOCATION OF LIABILITY FOR COMMON EXPENSES

Section 3.1 Mission Statement. The reason for the existence of the Association and the Governing Documents is to help maintain, preserve, enhance, and protect the property values and assets of the Community. Other goals are to help promote harmonious community living, preserve the common scheme and design of the Community, and create a sense of fairness and equity among Members. These covenants have been designed to promote voluntary compliance. By fostering positive interaction with one another and working collaboratively on common issues and concerns, the Community will strive to maintain, enhance and protect property values and assets.

Section 3.2 Membership. All Lot Owners, by virtue of their ownership of a fee or undivided fee interest in any Lot in the Community, are members of The Ranch Subdivision Filing No. 3 Homeowners' Association. Membership does not include Persons who hold an interest merely as security for the performance of an obligation, but the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot owned.

Section 3.3 Voting. The Owner or collective Owners of a Lot shall be entitled to one equally weighted vote for such Lot. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves, otherwise the Lot's vote shall be suspended if more than one Person seeks to exercise it.

Section 3.4 Allocation of Liability for Common Expenses.

(a) **General Allocations.** Except as provided below or elsewhere in the Governing Documents, the amount of all Common Expenses shall be assessed equally among all Lots.

(b) Individual Assessments. Notwithstanding the above, the Board of Directors shall have the power to levy individual assessments against Lots pursuant to this Declaration and this Section as, in its discretion, it shall deem appropriate. Individual assessments shall include any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots.

ARTICLE 4
EASEMENTS AND COMMON AREAS

Section 4.1 Easements for Use and Enjoyment. Every Lot Owner and Occupant shall have a right and non-exclusive easement of ingress and egress, use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the following provisions:

- (a)** the right of the Association to grant easements, leases and licenses across the Common Areas;
- (b)** the right of the Association to dedicate or transfer all or any portion of the Common Areas subject to approval of Owners holding a Majority of the total Association vote; and
- (c)** the right of the Association to change the use of portions of the Common Areas or to close portions of the Common Areas.

Any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Areas to the members of his or her family, his or her tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of his or her Lot, if leased.

Section 4.2 Easement for Entry. The Association has an easement to enter onto Lots, but not the residences on the Lots, to exercise rights and perform obligations as set forth in this Declaration, provided that exercise of this easement shall not unreasonably interfere with or impair the use of any improvements constructed on a Lot, and shall be exercised only after reasonable notice to the Owner, except in cases of emergency, in which case notice shall not be required.

Section 4.3 Utilities and Drainage. Easements for installation and maintenance of utilities are reserved as shown on the Plat and over the rear and side Lot lines. No structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels stemming from such easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for maintenance of improvements for which a public authority or utility company is responsible.

Section 4.4 Emergency Easements. A nonexclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Property, to enter upon any portion of the Property in the performance of their duties.

Section 4.5 Public in General. The easements and rights created in this Article do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any existing easements or rights already granted to the public as such easements or rights are previously recorded in the Adams County, Colorado records.

Section 4.6 Easements Deemed Created. All conveyances of portions of the Lots hereafter made shall be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument of such conveyance.

Section 4.7 Common Areas. The Common Areas consist of all portions of the Community not located within the boundaries of a Lot. The Association owns the Common Areas. The Common Areas shall remain undivided, and no Owner or any other person shall bring any action for partition or division of the whole or any part. Each Owner and the Association may use the Common Areas for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

ARTICLE 5
ASSESSMENTS

Section 5.1 Purpose of Assessment. The Association shall have the power to levy and collect assessments as provided herein. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of Lots in the Community as may be more specifically authorized from time to time by the Board.

Section 5.2 Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, by acceptance of a deed for the Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; (b) special assessments; (c) individual assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines imposed in accordance with the terms of this Declaration.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees, costs and expenses) in the maximum amount permitted by law, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the joint and several personal obligation of the Person(s) who was/were the Owner(s) of such Lot at the time when the assessment fell due. The Association shall have authority, but not the obligation, to record a notice of such lien in the Adams County, Colorado real property records evidencing the lien created under this Declaration. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The lien provided for herein shall have the priority as set forth in the Act.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by Board resolution, the annual assessments shall be paid once each year as provided by the Board. No Owner may exempt him or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, non-use of the Common Areas, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties.

Section 5.3 Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If the annual assessment, any part or installment thereof or any other fine, special assessment or charge is not paid in full within 10 days of the due date:

(i) a late charge in an amount determined by the Board and set forth in the Association's collection policy may be imposed without further notice or warning to the delinquent Owner;

(ii) interest at the rate determined by the Board and set forth in the Association's collection policy, not to exceed the maximum amount permitted by Colorado law may be imposed without further notice or warning to the delinquent Owner; and

(iii) if the Board authorizes installment payments of the annual assessment, then upon 30 days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner shall thereby lose the privilege of paying any and all assessments and charges in installments for that fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

(b) If assessments, fines or other charges, or any part thereof, remain unpaid more than 30 days after the assessment payments first become delinquent, the Owner's right to vote shall be automatically suspended until all amounts owed are paid in full. Further, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, the Association's collection policy and Colorado law, including reasonable attorney's fees actually incurred. Enforcement under this Section is not dependent upon or related to other restrictions and/or other actions.

(c) If partial payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorney's fees, costs and expenses, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to fines and other charges permitted under this Declaration, then to delinquent assessments and then to current assessments.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to prevent or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments, charges, fees, or installments thereof, that are not fully paid when due. The Association has the authority to bid on or purchase any Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey and otherwise deal with same. If a foreclosure action is filed to foreclose any Association assessment lien, and the Lot Owner abandons or leaves vacant the Owner's Lot, the Board may take possession and rent the Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association are subordinate to the rights of any holder of a first lien security interest as set forth in the deed of trust or mortgage (including assignment of rents), to the extent permitted under the Act.

Section 5.4 Computation of Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Community during the coming year, including an annual reserve contribution for replacement of improvements, if any, that are the Association's responsibility, and the Board shall establish the annual assessment or installments for the coming year.

The maximum annual assessment shall automatically be increased each year ten percent above the maximum annual assessment for the prior year. The Board shall have no obligation to levy an annual assessment which is the maximum annual assessment.

If the annual assessment established by the Board is greater than the maximum annual assessment, the annual assessment must be approved by members present and voting at a duly called Association meeting for such purpose by Owners casting at least a Majority of the total Association vote at the meeting, or by mail ballot in accordance with the Bylaws.

Notice of the annual assessment shall be delivered to the Owners at least 14 days prior to the start of the fiscal year.

Notwithstanding the foregoing, in the event that the Board fails for any reason to establish a budget for the succeeding year or the membership does not approve a budget in excess of the maximum annual assessment, the budget for the succeeding year will include the automatic ten percent increase. In such case, the Board may propose a new budget at any time during the year. The approval procedure set forth in this Section for budgets shall also apply to a new budget proposed by the Board.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

Section 5.5 Special Assessments. In addition to the annual assessment provided for above, the Board may, at any time, and in addition to any other rights it may have, propose a special assessment against all Owners in accordance; provided that such assessment shall not be effective unless it is approved by members present and voting at a duly called Association meeting for such purpose by Owners casting at least 2/3 of the votes cast at the meeting, or by mail ballot in accordance with the

Bylaws, except special assessments for insurance levied pursuant to Article 9 Section 9.6 below, which assessments shall not require an Owner vote.

Section 5.6 Individual Assessments. The Association shall have the right to add to any Owner's assessment any amounts expended by the Association for the benefit of any individual Lot or resident thereof, including improvement, repair, replacement and maintenance specific to the Lot as authorized under the terms of this Declaration; repair, replacement and maintenance of any areas of Association maintenance responsibility caused by the negligent or willful acts of any Owner, Owner's guest, tenant, employee, licensee, or invitee; and all fines and costs assessed against an Owner and the Owner's Lot pursuant to the Governing Documents.

Section 5.7 Statement of Account. The Association shall furnish to an Owner or the Owner's designee or to a holder of a security interest or its designee a statement setting forth the amount of unpaid Assessments then levied against the Lot in which the Owner, designee or holder of a security interest has an interest. The Association shall deliver the statement personally or by certified mail, first class postage prepaid, return receipt requested to the inquiring party within 14 calendar days after the registered agent of the Association receives the request by personal delivery or by certified mail, first class postage prepaid, return receipt requested. The information contained in such statement, when signed by the Treasurer of the Association, or Manager, if any, shall be binding upon the Association, the Board, and every Owner as to the person or persons to whom such statement is issued and who rely on it in good faith. The Board may establish a reasonable fee relating to such statement.

Section 5.8 Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (a) added to the Association's reserve account; (b) distributed to the Owners; or (c) credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Lot.

Section 5.9 Borrowing. The Association shall have the power to borrow money and assign future income, including the right to assign its right to receive Common Expense assessments, but only upon the affirmative vote of a Majority of the Owners present and voting, in person or by proxy at a duly constituted membership meeting called for that purpose at which a quorum is present.

ARTICLE 6

MAINTENANCE RESPONSIBILITY

Section 6.1 By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of the Owner's Lot consistent with the Community-Wide Standard. This maintenance responsibility shall include, but not be limited to the following:

(a) **Improvements.** Each Owner shall be responsible for maintenance, repair and replacement of the property and all improvements located within their Lot boundaries, including the residence (e.g., roofs, painting or staining the exterior surfaces, doors, garage doors, and windows), exterior lighting, decks, patios, fences, accessory structures (if any), driveways and sidewalks.

(b) **Landscaping.** Each Owner shall maintain the landscaping on the Lot in a safe, neat, attractive and well-kept condition, which shall include the following: lawns mowed; hedges, shrubs, and trees pruned and trimmed; adequate watering; replacement or removal of dead, diseased or unsightly vegetation; and removal of weeds and debris from rock areas and other portions of the Lot. Sprinkler systems, if installed, shall be maintained in working order. No weeds or grass shall be permitted to grow upon any Lot at a height in excess of six inches, or as provided by law, whichever is less. Landscaping shall not be maintained in any manner which impairs the ability of drivers to have unobstructed views of the street. Landscape improvements shall be in harmony with the neighborhood.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Areas by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Areas) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

In addition, each Owner shall have the responsibility to perform his or her responsibilities in such manner so as not to unreasonably disturb Owners and Occupants of other Lots.

Section 6.2 By the Association. The Association shall maintain and keep in good repair as a Common Expense all Common Areas. The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

If the Board determines that the need for maintenance or repair of the Common Areas is caused through the willful or negligent act of any Owner, or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Lot, and such cost shall become the personal obligation of the Owner, a lien against the Lot, and shall be collected as provided herein for the collection of assessments.

Section 6.3 Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items for which the Owner is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Owner shall have 10 days to remedy landscaping violations and 30 days to complete maintenance or repair of structures. If the maintenance or repair is not capable of completion within such time period, the Owner shall commence replacement or repair within the required time frame and shall complete the work in accordance with the schedule approved by the Board. If the Board determines that: (a) an emergency exists or (b) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be the personal obligation of the Owner and a lien against the Lot, and shall be collected as provided herein for the collection of assessments.

Section 6.4 Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

ARTICLE 7 **ARCHITECTURAL CONTROLS**

Section 7.1 Architectural Control Committee. The Architectural Control Committee ("Committee") shall consist of an odd number between three and seven members appointed by the Board of Directors. Members of the Architectural Control Committee appointed by the Board must be Owners, may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board. If an Architectural Control Committee is not appointed, the Board shall serve as the Architectural Control Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder.

Section 7.2 Covenant Guidelines. The Architectural Control Committee may, but shall not be obligated to, propose architectural guidelines ("Covenant Guidelines") from time to time, which guidelines shall be approved by the Board of Directors and which shall become part of the rules and regulations and Governing Documents of the Association. The Covenant Guidelines may include a Common Area damage deposit.

Section 7.3 Approval Required. No structures, including, but not limited to, residences, accessory buildings, fences, walls, landscaping (including xeriscaping and other major landscaping alterations), yard art, or any other improvement shall be constructed, erected, installed, demolished or removed on or from a Lot; nor shall any structure or attachments to the exterior of a residence (including, but not limited to roof replacement, paint, exterior lighting, mail boxes, awnings, patios, and decks) be commenced; nor grading, excavation, filling, grade, change of ground level or change of drainage pattern be undertaken within The Ranch Subdivision Filing No. 3 Community unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Control Committee. Notwithstanding anything to the contrary herein, prior written approval shall not be required for removal of landscaping if it is causing damage to a Lot in the Community. In addition to the required approvals of the Committee, the plans and specifications of an Improvement may require the applicant to obtain the approval of governmental entities having jurisdiction as well as to obtain any required permits, license and approvals.

Section 7.4 Application Procedure. The Architectural Control Committee may require that applications and plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), location and size of driveways, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee and/or set forth in the Covenant Guidelines, if any. The application, including plans and specifications, shall be submitted to such person designated by the Committee. Applications shall be reviewed at meetings of the Committee. Owners submitting applications are responsible for providing documentation to the Committee regarding harmony of external design, effective location and use of improvements, preservation of aesthetic beauty and conformity with specifications and purposes generally set forth in the Declaration and the Covenant Guidelines. The Committee may require submission of additional plans, specifications, or other information prior to approving or disapproving the application. Notwithstanding Section 7.8 below, until receipt by the Committee of all required materials in connection with the application, the Committee may postpone review of any materials submitted for approval.

Section 7.5 Architectural Review Criteria. The Committee shall exercise its reasonable judgment to the end that proposed improvements, construction, alterations or landscaping conform to and harmonize with the existing surroundings, residences, landscaping and structures. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. The standard for approval shall include, but not be limited to: (a) conformity and harmony of exterior appearances of structures with neighboring structures, including design compatibility and scale; (b) color and materials to be used; (c) effective location and impact on nearby Lots; (d) relation to the natural environment; (e) preservation of aesthetic beauty and conformity with the specifications and purposes generally set out in this Declaration and in the Covenant Guidelines if any; and (f) any other matter deemed to be relevant or appropriate by the Committee.

Section 7.6 Variances. The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in the Declaration or in the Covenant Guidelines.

Section 7.7 Reply and Communication. If the Architectural Control Committee fails to approve, to conditionally approve, or to disapprove such application within 30 days after the application and all information as the Committee may reasonably require have been received, then the Owner submitting the application may issue written notice, via certified mail, to the Association President and chair of the Architectural Control Committee, informing the President and the chair of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the

application within 10 days of receipt of the Owner's notice, the approval will not be required and this Article will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this Article are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the Covenant Guidelines or other rules and regulations of the Association or of any applicable zoning or other laws.

Section 7.8 Commencement of Approved Work. All changes, modifications and improvements approved by the Architectural Control Committee hereunder must be commenced within six months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked, unless the Committee gives a written extension for commencing the work. During construction of an improvement or other approved work, the Committee or its representative(s) are authorized to enter onto the Lot for exterior inspection at a mutually agreed time, if required. All work must be performed in accordance with the plans as approved by the Committee, including any conditions imposed by the Committee.

Section 7.9 Completion of Approved Work.

(a) All work approved by the Committee hereunder shall be completed in its entirety within 90 days from the date of commencement, unless otherwise agreed to in writing by the Committee. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

(b) Upon completion, the Owner shall give a written Notice of Completion to the Committee. Until the date of receipt of the Notice of Completion, the Association shall not be deemed to have notice of completion of the work and any applicable statute of limitations will be tolled.

Section 7.10 Notice of Noncompliance. If as a result of inspections or otherwise, the Committee determines that work has been done without obtaining approval of the Committee, was not performed in accordance with the terms of the approved application, or was not completed within the required time frame, the Committee shall notify the Owner in writing of the noncompliance, specifying the particulars of the noncompliance. Within 45 days of the notice of noncompliance, the Owner, at the Owner's expense and cost, shall remedy the noncompliant condition or conditions or restore the Lot to substantially the same condition as it existed prior to commencement of the improvement, alteration, installation or construction.

Section 7.11 Right to Appeal. An Owner may appeal any decision of the Architectural Control Committee to the Board of Directors by written appeal submitted to the Board within 30 days of the date that the Committee decision or notice is mailed to the Owner. The Board of Directors shall review the decision of the Architectural Control Committee and all materials submitted to the Committee pursuant to the criteria set forth in Section 7.6 above and the Covenant Guidelines. Any decision of the Architectural Control Committee may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the Board concludes that the Architectural Control Committee's decision was inconsistent with the criteria set forth in this Article and the Covenant Guidelines. If the Board fails to make a decision on the appeal within 60 days of the date submitted by the Owner, then the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the application. Unless the Board of Directors issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the appeal will be deemed granted; provided, however, even if the requirements of this Article are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, the Bylaws, or the Covenant Guidelines or other rules and regulations of the Association or of any applicable zoning or other laws.

Section 7.12 Limitation of Liability. As long as the decision is not arbitrary and capricious, review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board of Directors nor the Architectural Control Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of

approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations, and other governmental requirements. Neither the Association, the Board of Directors, the Committee nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction or modifications to any Lot, nor may any action be brought against the Association, the Board of Directors, the Committee or any member thereof, for any such injury, damage or loss.

Section 7.13 No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors and the Architectural Control Committee will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors and the Committee may adopt different architectural standards for different parts of the Community, based on street visibility and location of the proposed modification. The approval of the Board of Directors or the Committee of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or the Committee, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 7.14 Records. The Architectural Control Committee shall report in writing to the Board of Directors all final actions of the Committee. The Association shall maintain written records of all applications submitted to it and of all actions taken by it with respect thereto, subject to any Association record retention policy.

Section 7.15 Enforcement. Any construction, alteration or other work done in violation of this Article, any other provision of this Declaration, the Covenant Guidelines or any applicable zoning regulation shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at the Owner's own cost and expense, remove such nonconforming construction, alteration or other work and restore the Lot to substantially the same condition as existed prior to such construction, alteration or work as provided for in Section 7.11 above. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to all other available remedies, to enter the Lot, remove the violation and restore the property; and any such expenses shall be an individual assessment against the Lot to be collected as provided for in Article 5 of this Declaration. Alternatively, the Board may impose fines after reasonable notice and an opportunity for hearing.

The Association shall also have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article, and its decisions or those of the Architectural Control Committee. Furthermore, the Association shall have the authority to record in the Adams County land records Notices of Noncompliance with the provisions of this Article. The Association shall have the right to seek attorney fees incurred in enforcing the provisions of this Article.

ARTICLE 8 USE RESTRICTIONS

Each Lot Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Governing Documents of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Governing Documents, the Association may take action against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

In addition to the following use restrictions, the Board of Directors may adopt rules and regulations in accordance with the terms hereof and as specified in the Bylaws.

Section 8.1 Use of Lots.

(a) Residential /Business Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing in a residence on a Lot may conduct ancillary business activities within the residence so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Lot;

(ii) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residence without business activity;

(iii) the business activity is legal and conforms to all zoning requirements for the Community;

(iv) the business activity does not increase traffic in the Community in excess of what would normally be expected for a residential subdivision without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(v) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as determined in the Board's discretion.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required for the activity.

(b) Occupancy.

(i) The maximum number of occupants in a residence on a Lot shall be limited to two people per bedroom in the residence. "Occupancy," for purposes hereof, shall be defined as staying overnight in a residence for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the effective date of this Declaration. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

(ii) If a Lot Owner is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the residence on the Lot. The designated person(s) to occupy the residence on the Lot may not be changed more frequently than once every six months without the express written consent of the Board as determined in the Board's sole discretion.

(c) Leasing. The Ranch Subdivision Filing No. 3 Community is intended to be an owner-occupied community. However, any Lot Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Lot Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record, and subject to the following:

(i) Definitions. "Leasing" or "Renting" for the purposes of this Declaration is defined as regular, exclusive occupancy of a Lot by any person other than the Owner. For the purposes

of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing under this Declaration.

(ii) General.

(1) Short term occupancies and rentals (of less than six months) of Lots shall be prohibited, without prior written consent of the Board.

(2) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration and any rules and regulations of the Association.

(3) Each Owner who leases his or her Lot shall provide the Association, upon request, lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(4) All Owners leasing their Lots shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(5) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(6) All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Declaration and rules and regulations shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(7) The Owner shall cause all Occupants of his or her Lot to comply with the Declaration, Bylaws and rules and regulations, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation. In the event of a violation of the Declaration, Bylaws or rules, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or Owner.

(8) All occupancies of Lots shall be subject to the right of the Association to remove and/or evict the Occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the rules and regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.

(9) Leases shall be for or of the entire Lot.

(10) The Association shall have the authority to adopt rules and regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

Section 8.2 Building Quality, Size and Location. All dwellings replaced due to destruction of any form shall be replaced with a quality of workmanship and material substantially the same or better than the original construction and at the minimum permitted dwelling size. The ground floor area of the

main structure, exclusive of one story open porches and garages, shall be not less than 1,800 square feet for a one story dwelling, nor less than 900 square feet on the main level(s) of a multi-level dwelling, and no dwelling shall be less than 1,800 square feet total.

No building shall be located on any Lot nearer to the front Lot line or the side Lot lines than the minimum building setback lines shown on the recorded Plat or as provided by law, whichever is greater, or as permitted by applicable variances, as follows: 25 feet from the front Lot line; five feet from any interior side Lot line and 20 feet from the rear Lot line; provided, that the location of any building shall be subject to the prior written approval of the Architectural Control Committee as provided in Article 7 of this Declaration. For purposes of these set back requirements, eaves and steps shall not be considered as part of the building; provided, however, this shall not be construed to permit any portion of the building site to encroach upon another building site as platted in the Community. Notwithstanding anything to the contrary herein, any porches, patios or decks on any Lot in the Community when this Declaration is recorded that do not comply with these setback requirements shall not be in violation of this section and shall be grandfathered.

Section 8.3 Sight Distance at Intersections. No fence, wall, improvement, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by measuring from the point of intersection of the front and exterior side Lot lines a distance of 15 feet along said front and side lines, connecting the points to be established to form a sight triangle on the area of the Lot adjacent to the intersection or 15 feet from the intersection of the street property lines if extended. The same sight line limitations shall apply to any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley, pavement. No trees shall be permitted to remain within such distance of such intersections unless foliage lines are maintained at sufficient height to prevent obstruction of such sight line. Notwithstanding anything to the contrary, the provisions of this Section shall be subject to any applicable laws and the Architectural Control Committee.

Section 8.4 Exterior Lighting. Any installation or modification of exterior lighting must have the prior written approval of the Architectural Control Committee. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus or intensity as not to disturb Occupants of adjacent properties. Exterior lighting as originally installed shall be maintained in good working order.

Section 8.5 Temporary Structures. No structure of a temporary character, trailer, mobile home, tent, shack, storage shed, storage pod, detached garage, barn or other outbuilding shall be used on any Lot either temporarily or permanently, except that tents may be used for temporary overnight camping (not to exceed 48 consecutive hours in any seven day period). Notwithstanding the limitations herein, during the construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials, portable toilet, trash dumpster may be temporarily erected and placed on the Lot by a person or company performing the work. In no event shall such temporary structures remain on any Lot outside of the period during which the work is being performed, and in any case for more than 30 days without prior written approval from the Architectural Control Committee.

Section 8.6 Fences. The design, materials, and location of all Owner installed fences on Lots shall be subject to the prior written approval of the Architectural Control Committee. No fence or exterior wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line shown on the Plat or as provided by applicable law, whichever is greater. Fences may not exceed 72 inches in height or as allowed by applicable law, whichever is lesser except for perimeter fencing on the Property installed by the Association.

Section 8.7 Utilities, Appliances and Mechanical Equipment. All electric, television, cable, telephone and other utility line installations and connections from the Owner's property line to the residence shall be placed underground. No heating, air conditioning, solar, electrical or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is enclosed, screened, covered and installed or painted so as to be an integral part of the architectural design of the building to which the equipment is attached. Roof mounted solar equipment shall be at the

same pitch and angle of the existing roof and ground mounted solar equipment should be integrated in the landscape. Architectural barriers for heating, refrigeration and other mechanical equipment are required so that said equipment is not visible from the street. Any such equipment or barriers must be approved in writing by the Architectural Control Committee prior to installation in accordance with Article 7 of this Declaration.

Section 8.8 Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on a Lot or the Community that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

No noxious, destructive, offensive or unsanitary activity shall be carried on upon any Lot. No Owner or Occupant may use or allow the use of the Lot or any portion of the Community at any time, in any way, which may endanger the health or property of other Owners or Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance or detract from the residential value of the property. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(a) any fighting, screaming, shouting, excessively loud talking, whistling, or playing of music or television, raucous behavior or insobriety either outside of a residence on a Lot at any time or within a residence if such conduct can be heard in the normal course of activities in any other residence(s);

(b) the use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds either outside of a residence on a Lot at any time or within a residence if such sounds can be heard in the normal course of activities in any other residence(s); provided that alarms for security systems that have automatic turn-offs within a reasonable time shall not be deemed a violation of this Section;

(c) any threatening or intimidating conduct towards any resident, guest or pet in the Community;

(d) any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property in the Community or which creates any threat to health or safety of any other resident or pet;

(e) any construction or similar activities on a Lot that can be heard in residences on other Lots between the hours of 9:00 p.m. and 7:00 a.m. Monday through Friday and between the hours of 9:00 p.m. and 8:30 a.m. on weekends and holidays; or

(f) any similar action or activity outside of a residence on a Lot in the Community, or which occurs inside a residence on a Lot but which interferes with the peaceful use and enjoyment of Owners and Occupants in other residences by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Occupant has not personally pursued all available remedies against the violator for redress provided under Colorado law.

No Lot Owner or Occupant may use or allow the use of the Lot in any manner which creates noise between the hours of 11:00 p.m. and 7:00 a.m. which can be heard by persons in another residence that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot.

Section 8.9 Pets. No Owner or Occupant may keep any animals, livestock or poultry other than a reasonable number of dogs, cats, fish or other domestic animals that are generally recognized household pets. The Board of Directors may adopt rules and regulations defining generally recognized household pets and a reasonable number of pets.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Lot without the prior written consent of the Architectural Control Committee. Dogs must be kept under control, whether by leash or electronic collar, by a responsible person, carried or housed in a pet cage at all times when the dog is outdoors, except when the dog is in an Owner's fenced backyard. Cats are not permitted to roam in the Community unless on a leash under control of a responsible person or in a cage. Pet owners are responsible for immediately removing pet feces from the Common Areas or from another Owner's Lot and are responsible for removing pet feces from the Owner's Lot within a reasonable period.

After notice and an opportunity for hearing, the Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant, creates a nuisance or unreasonable disturbance, or is kept for commercial purposes, be permanently removed from the Community. An Owner or Occupant shall be responsible for reimbursement for damages caused by their pets and costs incurred by the Association to include attorneys' fees and costs, in the removal of a pet or pets from the Community or incurred by the Association in cleanup after such pets as an individual assessment collected in accordance with the terms of Article 5 of this Declaration.

Any Owner or Occupant who keeps or maintains any pet in the Community shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of having such pet within the Community.

Section 8.10 Unsightly Articles. No unsightly article shall be permitted to remain on any Lot if it is visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, snow removal equipment and garden and maintenance equipment, shall be kept at all times (except when in actual use) in an enclosed structure. Further, no repair or maintenance work shall be done on any vehicle, other than minor emergency repairs, except in the garage or driveway on the Lot and under no circumstances shall such repairs be performed outside the garage for longer than three days in any 30 day period. Service areas, storage areas, compost piles shall be appropriately screened from view.

Section 8.11 Trash Removal Restriction; Trash Collection. No lumber, grass, plant waste, shrub or tree clippings, metals, debris, boxes, containers, bottles, cans, implements, appliances or other machinery, bulk materials or scrap or refuse or trash shall be kept stored or allowed to accumulate on any portion of a Lot except within an area concealed from the view of the street and adjoining properties or in a garage; provided, however, that normal household waste can be set out in trash cans the evening before scheduled garbage pick-up, but must be removed and returned to their enclosed structure by evening of the day of garbage pick-up. No exterior incinerator shall be permitted and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No lumber, grass, plant waste, shrub or tree clippings shall be disposed of on the Common Areas or on open space adjacent to the Community.

The Association, upon approval of Owners holding a Majority of the total Association vote, shall be authorized to contract for trash service for the Community and determine that the cost of trash collection shall be paid by the Association as part of the Common Expenses (provided that Common Expense trash collection costs shall not be included in calculating the maximum annual assessment); or that the cost of trash collection shall be paid by each Owner directly to the trash collection company and the Association

shall not have any duty to pay the costs of trash collection or to assess the costs thereof to the Owners as assessments. If the Owners approve trash collection services as provided above, no further vote shall be required to continue the service.

Section 8.12 Vehicles and Parking. No vehicles other than four wheel automobiles shall be permitted to be parked on streets or on any Lot within the Subdivision, except in garages with the doors closed. This restriction shall apply to recreational vehicles, boats, motorcycles, campers, vans, hauling trucks, commercial type vehicles, trailers and mobile homes. Such prohibited vehicles may also be parked or stored on the side or in the rear yards of a Lot so long as the same are completely surrounded by a 72 inch opaque fence approved by the Architectural Control Committee, as provided in Article 7 of this Declaration. Recreational vehicles may also be parked for loading and unloading purposes for not more than 72 hours in a 30 day period. No trucks larger than one ton or commercial vehicles or vehicles with commercial writing on their exterior may be parked or stored anywhere within The Ranch Subdivision Filing No. 3 Community that are visible from neighboring residences or from the street, except in emergencies or as a temporary expedience or as otherwise provided herein. Off street parking is limited to the paved areas of the driveway and the garage; provided that with prior written approval of the Architectural Control Committee, vehicles may be parked within a fenced area and vehicles must be concealed by such fencing. Garage doors must remain closed except when the garage is in use.

Notwithstanding the restrictions set forth above, an Owner may park a vehicle in the street or driveway of a Lot if the vehicle is required to be available at designated periods at the Owner's residence as a condition of the Owner's employment and all of the following criteria are met:

- (a) the vehicle has a gross vehicle weight rating of ten thousand pounds or less; and
- (b) the Owner is a bona fide member of a volunteer fire department or is employed by an emergency service provider, as defined in C.R.S. section 29-11-101(1.6), as amended; and
- (c) the vehicle bears an official emblem or other visible designation of the emergency service provider; and
- (d) parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Lot Owners to use streets and driveways within the Property.

No abandoned, unlicensed, wrecked or inoperable vehicles of any kind shall be stored or parked within the Community except in garages or in emergencies. Any abandoned or inoperable vehicle shall be defined as any vehicle that has not been driven under its own propulsion for a period of two weeks or longer, or which does not have installed within it an operable propulsion system; provided, however, that any vehicle belonging to any Owner that is otherwise permitted will not be deemed to be abandoned while the Owner is ill or out of town.

Section 8.13 Signs. Except as may be provided for herein or as may be required by state law or legal proceedings, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain on any portion of the Common Area or on a Lot without the prior written consent of the Board or its designee, except as follows: (a) one professional security sign not to exceed one square foot in size may be displayed on Lot; (b) one professionally lettered "For Rent" or "For Sale" sign not to exceed three feet by two feet in size may be displayed in the front yard of a Lot being offered for sale or for lease and one sign of the same size may be displayed in the rear yard of a Lot adjacent to the golf course or to open space; and (c) political signs as permitted by Colorado law. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

Section 8.14 Antennas. "Permitted Antenna" is defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed

services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section. Except for Permitted Antennas, no exterior television, transmission or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot, without written approval of the Architectural Control Committee.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot that permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law.

Section 8.15 Hazardous Activities. No activities shall be conducted on a Lot and no improvements shall be constructed on a Lot that 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 the Property, and no open fires shall be lighted or permitted on any portion of the Property, except in a contained barbeque unit while attended and in use for cooking purposes, or within an interior or exterior fireplace, fire pit, or chiminea designed to prevent dispersal of burning embers and that does not result in any more smoke generated than generated by a residential sized barbeque unit.

Section 8.16 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or within any Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected maintained or permitted upon any Lot. The foregoing restriction shall apply equally to any equipment or activities connected with the drilling and permanent placement of wells used to secure water.

Section 8.17 Rules and Regulations. The Board of Directors may adopt, amend and repeal rules and regulations concerning and governing the Community in furtherance of the provisions of this Declaration and the general plan of development. The Board of Directors may also establish and enforce penalties for infractions of the rules, including, but not limited to fines.

Section 8.18 Use of the words The Ranch Subdivision Filing No. 3, The Ranch Subdivision Filing No. 3 Community and The Ranch Subdivision Filing No. 3 Homeowners' Association. No resident or Owner shall use the words The Ranch Subdivision Filing No. 3, The Ranch Subdivision Filing No. 3 Community or The Ranch Subdivision Filing No. 3 Homeowners' Association or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

ARTICLE 9 **INSURANCE**

Section 9.1 Insurance on the Lots. Each Owner shall obtain adequate hazard and liability insurance covering loss, damage or destruction by fire or other casualty to the improvements, installed or made to their Lot, the other property of that Owner, and any injuries occurring to the persons while on a Lot. The Association shall have no liability for failure of an Owner to maintain required insurance.

Section 9.2 Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. Insurance premiums for insurance provided by the Association shall be a Common Expense to be included as a part of the annual assessments levied by the Association.

(a) **Casualty Insurance on Common Areas.** The Association shall obtain casualty insurance with broad form coverage in an amount not less than the full insurable replacement cost of the insured property less applicable deductibles for any improvements, installed or made to any Common Areas.

(b) **Association Liability Insurance.** The Association shall obtain public liability and property damage liability insurance covering any Common Areas, in such amounts as the Board may determine from time to time, covering claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries and operation of automobiles on behalf of the Association.

(c) **Association Fidelity Insurance.** The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees; provided such coverage shall be at least the amount of reserves plus two months assessments.

(d) **Directors' and Officers' Personal Liability Insurance.** The Association shall obtain directors' and officers' personal liability insurance to protect the officers, directors, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting on behalf of the Association. The directors' and officers' liability policy shall include coverage for non-monetary claims.

Section 9.3 Other Association Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 9.4 Claims and Adjustments by the Association. Any loss covered by an insurance policy described above that is maintained by the Association shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest.

Section 9.5 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Areas unless the damage is caused by the negligent or willful act or omission of an Owner, the Owner's family, guests, or invitees, in which case the Association shall seek reimbursement of the deductible amount in compliance with and under the terms of the Declaration.

Section 9.6 Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense which may be levied as a special assessment against all Owners.

Section 9.7 Damage to or Destruction of Structures on Lots. In the event of damage to or destruction of structures on a Lot, the Owner shall proceed with reconstruction within 90 days, except with prior Association approval, to repair or to reconstruct the damaged structure in a manner consistent with the construction at the time of damage or destruction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, within 90 days of the damage or destruction, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed

prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

Section 9.8 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

ARTICLE 10 **AUTHORITY AND ENFORCEMENT**

Section 10.1 General. The Property shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Lot Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations. In addition to any rights the Association may have against an Owner's family, guests, tenants or Occupants, as a result of such person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

Section 10.2 Enforcement. The Association may enforce all applicable provisions of the Governing Documents and may impose sanctions for violations of the Governing Documents, including, without limitation:

- (a) after notice and opportunity for a hearing, imposing reasonable monetary fines, which shall constitute a lien on the violator's Lot;
- (b) suspending the right to vote;
- (c) exercising self-help (including, but not limited to, performing such maintenance responsibilities that are the Owner's responsibility and assessing costs incurred by the Association against the Lot as an assessment in accordance with the notice requirements of this Declaration) or taking other action to abate any violation of the Governing Documents; provided that the Association shall not have authority to enter the interior of a residence on a Lot;
- (d) requiring an Owner, at the Owner's expense, to remove any structure or improvement on the Owner's Lot in violation of the Governing Documents as more particularly provided for in Article 7 of this Declaration;
- (e) levying individual assessments to cover costs incurred by the Association as permitted under this Declaration;
- (f) bringing a suit at law or in equity to enjoin any violation or to recover monetary damages or both; and
- (g) recording a notice of noncompliance against the Lot in the Adams County records for any violation of the Governing Documents.

All remedies set forth in the Governing Documents are cumulative. In any action to enforce the Governing Documents, the prevailing party shall be entitled to seek all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

Section 10.3 Failure to Enforce. The Board shall have the discretion to determine whether enforcement action in any particular case shall be pursued; provided that the Board shall exercise judgment, be reasonable and not be arbitrary and capricious. Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (a) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (b) a particular violation is not of such a

material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (c) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action at law or in equity and has failed to do so. A decision of the Association not to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other provision of the Governing Documents.

ARTICLE 11 **AMENDMENTS**

Except where a higher vote is required for action under any other provision of this Declaration or by the Act, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Lot Owners holding at least a Majority of the total Association vote. No amendment shall be effective until certified by the President and Secretary of the Association, or such other officers as designated by the Board, and recorded in the Adams County, Colorado real property records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to correct any scrivener's errors, comply with any applicable state, city or federal law, and/or to bring the Community into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

Any action to challenge the validity of an amendment adopted under this Article must be brought within one year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

ARTICLE 12 **GENERAL PROVISIONS**

Section 12.1 Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her family members, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and the Association shall not have a duty to provide security in the Community. Furthermore, the Association does not guaranty that non-residents will not gain access to the Community and commit criminal acts in the Community nor does the Association guarantee that criminal acts in the Community will not be committed by other Owners or Occupants. It shall be each Owner's and Occupant's responsibility to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

Section 12.2 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 12.3 Conflicts. In case of conflict between the Declaration and the Articles of Incorporation or the By-Laws the Declaration shall control. In case of conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

Section 12.4 Electronic Records, Notices and Signatures. Notwithstanding any other portion of this Declaration, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws shall govern the giving of all notices required by this Declaration.

Section 12.5 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually unless otherwise terminated as provided herein and in the Act.

Section 12.6 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of The Ranch Subdivision Filing No. 3 Homeowners' Association hereby certify that this Amended and Restated Declaration was adopted by the Members of the Association.

This 28 day of August, 2013.

THE RANCH SUBDIVISION FILING NO. 3
HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
President

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing Declaration was acknowledged before me by J. Dale Swenarton-Kalousek
PRESIDENT of the Association, on this 28th day of August, 2013.

[Signature]
Notary Public

My commission expires: My Commission Expires 07/29/2015
10367 Federal Blvd.
Westminster, CO 80260

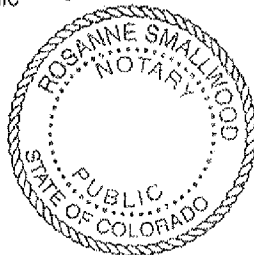


EXHIBIT "A"

Legal Description of Property

A part of the Southwest one-quarter of Section 4, Township 2 South, Range 68 West of the Sixth Principal Meridian, City of Westminster, County of Adams, State of Colorado, more particularly described as follows:

Beginning at a point 30.00 feet North of the South line of said Southwest one-quarter of said Section 4 and 30.00 feet West of the East line of said Southwest one-quarter of said Section 4; thence S89°56'04"W and parallel to the South line of said Southwest one-quarter, 380.18 feet to the Southeast corner of a parcel of land as recorded in Book 724, Page 152; thence N0°03'56"W and along the East line of said parcel, 300.00 feet to the Northeast corner of said parcel; thence S89°56'04"W and parallel to the South line of said Southwest one-quarter of said Section 4, 132.00 feet to the Northwest corner of said parcel; thence S0°03'56"E and along the West line of said parcel, 300.00 feet to the Southwest corner of said parcel, said corner being 30.00 feet North of and measured perpendicularly from the South line of said Southwest one-quarter of said Section 4; thence S89°56'04"W and parallel to the South line of said Southwest one-quarter of said Section 4, 753.10 feet; thence N26°24'41"W, 256.48 feet; thence N18°07'53"W 100.34 feet; thence N 39°54'22"W, 75.73 feet; thence N54°44'28"W, 73.15 feet; thence N62°58'40"W, 248.00 feet; thence N.46°41'24"W, 103.55 feet; thence N33°44'55"W, 102.48 feet; thence N26°39'40"W, 125.43 feet; thence N45°01'28"W, 266.98 feet; thence N40°58'59"W, 64.56 feet; thence N10°17'08"W, 64.56 feet; thence N1°31'00"W, 125.69 feet; thence N19°12'15"E, 82.82 feet; thence N34°13'51"E, 69.87 feet; thence N49°28'44"E, 166.80 feet; thence S85°32'39"E, 469.27 feet; thence S87°55'57"E, 788.73 feet; thence S83°09'16"E, 301.94 feet; thence N14°58'00"E, 128.55 feet to the Southwest corner of The Ranch Subdivision Filing No. 1; thence N76°10'17"E and along the South Line of said Subdivision, 411.57 feet to the Southeast corner of said Subdivision, said point being 30.00 feet West of and measured perpendicularly from the East line of said Southwest one-quarter of said Section 4; thence S0°16'20"W and parallel to said East line of said southwest one-quarter of said Section 4, 1597.57 feet to the Point of Beginning, containing 59.501 acres, more or less.