

**AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
THE RANCH ESTATES FILING NO. 1 HOMEOWNERS ASSOCIATION, INC.
(A Common Interest Community)**

RECITALS

WHEREAS, The Ranch Subdivision Filing No. 1 Declaration of Covenants, Conditions, and Restrictions were adopted on or about November 30, 1978 by the Front Range Partners, A Colorado General Partnership.

WHEREAS, The Declaration of Covenants, Conditions, and Restrictions of the Ranch Subdivision Filing No. 1, hereinafter known as The Ranch Estates Filing No. 1 Homeowners Association, Inc. have existed for over twenty-nine years without being amended; and

WHEREAS, The current Board of Directors and Members of The Ranch Estates No. 1 Homeowners Association, Inc. desire to update and amend the Covenants, Conditions and Restrictions; and

WHEREAS, The Ranch Estates Filing No. 1 Homeowners Association, Inc. is a non- profit Corporation established and registered on or about November 22, 1978 pursuant to the Colorado Revised Nonprofit Corporation Act, C.R.S. Section 7-21-101, et seq

WHEREAS, the Association has created a Common Interest Community on the Property and wishes to continue the Common Interest Community, pursuant to the Colorado Common Interest Ownership Act, C.R.S. Section 38.3.101, et seq., as it may be amended from time to time;

WHEREAS, the name of the Common Interest Community is THE RANCH ESTATES FILING NO. 1 HOMEOWNERS ASSOCIATION, INC.;

WHEREAS, the Association is desirous of maintaining the Property as a first class and premium residential district;

WHEREAS, the 105 Lots depicted in the Plat of the Ranch Subdivision, Filing No. 1 are still the same Lots originally planned and are now fully developed with improvements (houses) constructed on all the Lots ;

NOW, THEREFORE, the Association hereby declares that all the real property described on the attached Exhibit A shall be subject to the following covenants, conditions and restrictions, rights-of-way,

obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the above described property and be binding on all parties having any right, title, or interest in the above-described real property (Exhibit A) or any part thereof, including their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of a lot thereof.

ARTICLE I

DEFINITIONS

1.1. “Act” means the Colorado Common Interest Ownership Act, (CCIOA), C.R.S. Sections 38-33.3-101 et seq., as amended.

1.2. “Association” means and refers to The Ranch Estates No. 1 Homeowners Association, Inc., a Colorado nonprofit corporation, and a lot owners’ association organized under Section 38-33.3-301 of the Act.

1.3. “Property” shall mean and refer to that certain real property described as “A Replat of the Ranch Subdivision, Filing No. 1” in the Plat recorded in the Office of the County Clerk and Recorder, Adams County, State of Colorado.

1.4. “Lot” means each platted lot shown upon the Plat of the real property described on the attached Exhibit A as the same may be amended from time to time and recorded as “A Replat of the Ranch Subdivision, Filing No. 1” in the Office of the Clerk and Recorder of Adams County, State of Colorado, with the exception of the Common Elements and any publicly dedicated real property.

1.5 “Common Elements”(previous known as Common Area) means all real property owned by the Association for the common use and enjoyment of the Owners and any easements for access to, ingress and egress to and from, and the installation of utilities within the Community which are held by or assigned to the Association.

1.6. “Owner” means and refers to the recorded owner, whether one or more persons or entities of the fee simple title to any Lot which is a part of the Property, but does not include a Person having an interest in a Lot solely as security for an obligation.

1.7. “Member” means each Owner is a Member of the Association, and that membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

1.8. “Declarant” means The Ranch Estates Filing No. 1 Homeowners Association, Inc.

1.9. “Declaration” means and refers to the Declaration of Covenants, Conditions and Restrictions applicable to the property and recorded or to be recorded in the office of the Clerk and Recorder of Adams County, Colorado.

1.10. “Board of Directors” or “Board” means the body, regardless of name, designated in this Declaration and the Bylaws of the Association to act on behalf of the Association.

1.11. “Architectural Control Committee” or “Committee” (ACC) means the committee appointed by the Board of Directors or elected by the Association to review and approve or disapprove plans for improvements, as specified in this Declaration.

1.12. “Improvements” means all exterior improvements, structures, and any appurtenances thereto or components thereto of every type or kind, and all landscaping features, including but not limited to buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, porches, awnings, solar collectors, painting or other finished materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, plantings, trees, shrubs, sod, gravel, bark, exterior light fixtures, poles, basketball hoops, exterior tanks, and exterior air conditioning, cooling, evaporative coolers, heating and water softening equipment.

1.13. “Governing Documents” means the Articles of Incorporation, Bylaws, and the Declaration of Covenants, Conditions & Restrictions of The Ranch Estates Filing No. 1 Subdivision (Association).

1.14 “Common Interest Community” means and refers to the Property described on Exhibit “A” attached hereto and incorporated by reference.

ARTICLE II

ASSOCIATION

2.1 AUTHORITY AND POWER. The business and affairs of the Common Interest Community shall be managed by a duly elected Board of Directors of the Association. The administration of the Common interest Community shall be governed by this Declaration, the Act, the Articles of Incorporation, the Bylaws and the published Rules and Regulations of the

Association. The Association shall have all the powers, authority and duties permitted as set forth in these documents and the Act which are necessary and proper to manage the business and affairs of the Common Interest Community.

ARTICLE III

COVENANTS AND CONDITIONS

3.1. LAND USE AND BUILDING TYPE: No building site shall be used except for residential purposes. No building shall be erected, altered except as recorded in the Subdivision Plat or placed or permitted to remain upon any building site other than detached single family dwellings not to exceed two (2) stories in height and a private garage to accommodate not less than two (2) cars. Not more than one (1) single family dwelling shall be constructed on any one site.

3.2. ARCHITECTURAL CONTROL: No building, improvements or other structures shall be erected, placed or altered on any building site until the construction plans and specifications showing the kind, shape, height, materials, floor plans, landscaping and grading plan including a plot plan with the location of the structure and improvements have been submitted to and approved in writing by the ACC as to the quality of and as to the location with respect to topography and effect on the outlook from adjacent neighboring building sites and finished grade elevation.

3.2.1. No fence or exterior wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line as provided by law, nor exceed seventy-two (72) inches in height, or as provided by law, whichever is lesser, unless approved by the ACC.

3.2.2. All landscaping shall be subject to the approval of the ACC.

3.2.3. All improvements shall be subject to the approval of the ACC.

3.2.4. Exterior painting (color, paint, stains, etc.) of all buildings on the Lot shall be subject to the approval of the ACC.

3.2.5 No fence, wall, hedge, trees, shrubs or other structures shall be placed on a Lot that obstructs sight lines at any intersections or driveways and said placement is subject to the approval of the ACC or otherwise as provided by law.

3.3. GOVERNMENTAL APPROVAL. In addition to the foregoing, the construction erection, addition, deletion, change or installation of any improvement shall require the applicant to obtain the approval of all governmental entities with jurisdiction thereover, and issuance of all required permits, licenses and approvals by all such entities. Issuance of building permit(s) by the applicable governmental entity, if required, shall be a precondition to commencement of any construction of, alteration of, addition to or change in any improvement.

3.4. ENERGY CONSERVATION. All construction shall be done in a manner to assure energy conservation and shall include such techniques as adequate insulation and prevention of unnecessary outside air infiltration, solar panels and other measures required by applicable building codes and statutes.

3.5. QUALITY OF IMPROVEMENTS. All dwelling and improvements thereto shall be constructed consistent with high quality workmanship and materials as determined by the ACC.

3.6. BUILDING AND IMPROVEMENT LOCATIONS. No building and/or improvements shall be located on any building site nearer to the front and side lot lines than the minimum building setback lines shown on the recorded plat and as provided by law; provided, that the location of any building or improvement shall be subject to the approval of the ACC.

3.7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of the Subdivision and over the rear and side lot lines as shown on the recorded Plat of the Subdivision. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change direction of flow of drainage channels in the easements or which may obstruct the flow of water through drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in or stemming from said easements. However, the easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for the maintenance of those improvements for which a public authority or utility company is responsible.

3.8. SUBDIVISION STREET LIGHTING. All lots shall be subject to and bound by tariffs imposed by local government and/or Xcel Energy, the company currently providing utility services for street lighting, which may or may not be subject to approval by the Public Utilities Commission of the State of Colorado, if and when street lighting is installed in the subdivision, together with rates and regulations therein and subject to any future

amendments and changes thereto. Any and all owners shall pay as billed, a portion of the cost of public street lighting in the Subdivision in accordance with the rates, ordinances, regulations, as amended, of the local government and/or the Public Utility Company providing the material and installation of the public street lighting and utility service.

ARTICLE IV

RESTRICTIONS

4.1. DISTURBING THE PEACE/NUISANCES. No nuisance shall be permitted in the Subdivision, nor any use, activity or practice which interferes with the Owner's peaceful use, enjoyment or possession of his Lot as provided by law. The Owner of any building site shall not suffer or permit any noxious or offensive activity to be conducted or carried on or practiced thereon or within any residence or dwelling or accessory building constructed thereon or otherwise used or employed for any other purpose that will constitute an annoyance to the neighborhood or a nuisance as provided by law or that will detract from the residential value of the property.

4.2. GARAGE DOORS. All garage doors shall be kept in a closed position so that all contents therein are concealed from view from any other sites, from any common area and from the streets.

4.3. RADIO AND TELEVISION ANTENNA. Except as may otherwise be permitted by the ACC, no exterior radio antenna, television antenna, or any other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside residence or otherwise concealed from view. Notwithstanding the foregoing, neither the restrictions nor the requirements of this section shall apply to those antennas (which may include some satellite dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antennas which are specifically covered by the Telecommunications Act of 1996, as amended, The Association shall be empowered to adopt rules and regulations governing the types of antenna that are permissible hereunder and, to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

4.4. HEATING AND COOLING APPARATUS. No type of refrigerating, evaporative cooling, cooling or heating apparatus or other installations shall be placed on the roofs of structures unless they are installed in such a manner that they are not visible from any site across the street or from the streets or hidden behind an approved architectural

barrier. All such heating and cooling systems installed on roofs must be reviewed and approved by the ACC prior to installation.

4.4.1 Architectural barriers for heating and refrigeration equipment is required so that said equipment is not visible from the street, and plans and specifications of the proposed barrier must be submitted to the ACC for approval prior to installation.

4.5. **EXTERIOR LIGHTING.** Any exterior lighting installed or maintained on any lot or site shall either be indirect or of such controlled focus or intensity as not to disturb the residents of adjacent or nearby property.

4.6. **FENCES.** No fences shall be permitted on any Lot except with the prior approval of the ACC and as provided by law (Building Codes of the local jurisdiction) and as set forth in Section 3.2.1 hereinabove.

4.7. **WIND GENERATORS.** No wind generators of any kind shall be constructed, installed, erected or maintained on the Lots.

4.8. **UNSIGHTLY CONDITIONS.** The structures, grounds and landscaping of each Lot shall be maintained in a neat, clean and attractive manner. No trash, junk cars, inoperable vehicles, litter, debris, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon the Lot or shall be removed as provided by law. Minimum landscape maintenance requirements include watering (subject to municipal watering restrictions) weekly mowing, periodic edging and pruning, removal and replacement of dead or dying plant material and elimination of weeds and undesirable grasses.

4.8.1. No weeds and or grass shall be permitted to grow upon any Lot at a height in excess of six (6) inches or as provided by law, whichever is lesser.

4.8.2. Upon failure of the Owner to maintain the property as described in sections 4.8 and 4.8.1 above, the ACC and the Homeowners Association, or either of such entities may, at its or their option (after giving the owner or resident 30 days written notice in the case of grass, weeds or vegetation or 3 months written notice in the case of failure to maintain structures) restore, repair and maintain the property and assess said costs against the Lot and, if necessary, file a Lien against the Lot to recover the cost of restoring and repairing the property and performing landscaping maintenance.

4.8.3. No structure of a temporary character, including, but not limited to, an office trailer, horse trailer, mobile home, tent, shack, storage

shed, or outbuilding shall be placed or erected upon any Lot; provided , however, that during the actual 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.

4.8.4 No building site shall be used or maintained as a dumping site for rubbish, trash, garbage or other waste. Rather, said items shall be kept in approved sanitary containers on the sites or by the person or persons desiring to dispose of same so long as they in no way interfere with the overall beauty and reasonable enjoyment of the other owners of property within the Subdivision. No exterior incinerator shall be permitted on the Lot. Other equipment and or containers used for the lawful storage or disposal of rubbish, debris, trash, garbage or other waste shall be kept in a clean and sanitary condition.

4.9. HOUSEHOLD PETS. No animals, livestock, birds, poultry, reptiles, pigs, or insects of any kind shall be raised, bred, kept or boarded in or on the Lots except for domesticated dogs, cats and other common domesticated household pets provided they do not create a nuisance, are licensed, comply with leash laws and are permitted by applicable governmental law and ordinances and may be kept so long as they are not kept, bred or maintained for commercial purposes. An Owner's right to keep household pets is coupled with the responsibility to pay for damage caused by such pets, as well as all costs incurred by the association as a result of such pets.

4.10. VEHICLE PARKING, STORAGE AND REPAIRS. No vehicles, other than four (4) wheel non-commercial passenger vehicles shall be permitted to be parked on adjoining streets, in driveways or within the front setback lines of any Lot within the Subdivision. This restriction shall apply to self contained recreational vehicles, house trailers, boats, motorcycles, camping trailers, hauling trailers, hauling trucks, vans, commercial vehicles for hire and trucks (larger than one ton). Said prohibited vehicles may, however, be parked or stored on the side or in the rear yards of any Lot so long as the same are completely surrounded by a seventy-two (72) inch opaque fence as approved by the ACC.

4.10.1 The restriction described in section 4.10 does not restrict trucks or other commercial vehicles which are necessary for construction, repair or maintenance of any portion of the Subdivision or any Improvements located thereon nor shall such restriction prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery or emergency.

4.10.2 No activity such as maintenance, repair, rebuilding, dismantling repainting or servicing of any kind of vehicles, trailers or boats may be performed or conducted in the Subdivision unless it is done within a completely enclosed structure which screens the sight and sound of the activity from nearby property. The foregoing restriction shall not be deemed to prevent, on a Lot, washing, polishing, cleaning of any motor vehicle, boat, trailer, or other vehicle.

4.10.3 A Lot Owner may park a vehicle in the street or driveway of the Subdivision 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 Colorado Revised Statutes 29-11-101(1.6), as amended;

(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 Subdivision.

4.11. RESIDENTIAL USE. Lots shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used any time for business, commercial or professional purposes; provided, however, that an Owner may use his residence on the Lot for professional or home occupation(s) so long as the applicable zoning permits such use, and there is no external evidence thereof, and no unreasonable inconvenience to other residences of the Lots is created.

4.11.1. No industrial building, office building, machine shop, metal shop, auto repair shop or other similar shops shall be constructed on a Lot which is devoted in whole or in part for commercial operations or otherwise, is restricted by existing law.

4.11.2. The home occupation shall be conducted only by residents of a Dwelling Unit and no non-residents shall be employed in connection with the home occupation carried on in the Dwelling Unit.

4.12. PERMITTED ROOFING. Any and all roofing materials utilized for improvements within the Subdivision shall be submitted to the ACC for review and approval prior to actually installing the roof, provided, however, that an Owner shall not be prohibited from replacing a cedar shake or other flammable roofing material with nonflammable roofing material as approved by the ACC. The ACC may specify reasonable standards for the color, appearance, and general type of nonflammable roofing materials that are used to replace flammable roofing materials.

4.13. SIGNS. No signs of any kind shall be displayed to the public view on any building or Lot except signs which shall be harmonious with the first class character of the neighborhood. At no time shall there be more than one (1) sign of not more than five (5) square feet advertising any property for sale or rent. Signs advertising a business or occupation on a building or Lot are prohibited, provided, however, that certain patriotic and political expressions are allowed pursuant to the Colorado Common Interest Ownership Act, (CCIOA), C.R.S. 38.33.3.101 et seq. and Municipal Ordinances of the City of Westminster, as amended and described as follows:

4.13.1 The display of the American flag on an Owner's property, in a window or on a balcony or on a flagpole, provided, however, the Association may regulate the location and the size of flags and flagpoles;

4.13.1.1 Flags larger than 4 feet x 6 feet and flag poles higher than 20 feet are prohibited.

4.13.2 The display of a service flag bearing a star denoting the military service of the owner or occupant of the building, or of a member of the owner's or occupant's family during a time of war or armed conflict on the inside window or door of the property;

4.13.3 The display of not more than one political sign per political office or ballot issue that is contested in a pending election.

4.13.3.1 Election signs larger than 5 square feet are not permitted.

4.13.4 Signs of any kind (e.g. garage sale signs, lost dogs, cats) are not permitted to be attached to fencing in the common area or to the Ranch Entrance Monuments on Pecos Street.

4.13.5 Notwithstanding the foregoing all Signs are regulated by CCIOA and Chapter 11 of the City of Westminster Municipal Code.

4.14. RULES AND REGULATIONS. The Board of Directors may adopt, amend, repeal and enforce Rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of the Declaration of Covenants, the operation of the Association and the use of the Common Area and Improvements. Each Owner shall comply with such rules and regulations. The Board of Directors may establish and enforce penalties for the infraction thereof, including the levying and collecting of fines for the violation of such rules and regulations. Such rules and regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of a conflict between the rules and regulations and the terms and conditions of this Declaration of Covenants, the Declaration shall control.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

5.1. The Architectural Control Committee (ACC) shall consist of three (3) or more persons either elected by the Lot Owners of the Association or appointed by the Board of Directors. In the event a vacancy occurs on the ACC, the Board of Directors shall appoint a successor to the ACC to fill the unexpired term of office. The Board of Directors have the power to remove any member of the ACC, with cause, at any time, and appoint a successor thereof to fill the unexpired term of the office of the Committee Person removed.

5.2. No improvement shall be constructed, erected, planted, installed upon any Lot unless plans and specifications clearly depicting the design, height, materials, color and location of the Improvements, and type of landscaping, fencing, walls, windbreaks and grading plan including other information required by the ACC, shall have been first submitted to and approved in writing by the ACC.

5.2.1. The ACC shall have the power to delegate the responsibility for reviewing any application submitted to the ACC to a professional architect, landscape architect, and licensed Professional Engineer, or other professional person who is qualified and licensed to review the plans and specifications submitted to the ACC which are subject to Owners approval, review, and cost.

5.2.2. In addition to the required approvals by the ACC, the plans and specifications of any Improvement may require the applicant to obtain the approval of governmental entities having jurisdiction as well as to obtain any required permits, licenses and approvals.

5.3. Architectural Control Committee Procedures. The Committee's approval or disapproval, as required by these Protective Covenants, shall be in writing. In the event the Committee or its designated representative fails to approve, disapprove or act on the application within thirty (30) days after the plans and specifications have been submitted to it; the applicant can, in writing, appeal the decision or lack of a decision to the Board of Directors for approval or disapproval

5.3.1 A majority vote of the ACC is required to approve the applicant's plans and specifications, unless the Committee has appointed a representative(s) to act for it, in which case the decision of such representatives shall be final. Any Owner has the right to appeal a decision made by the Committee's representative to the full Committee if the request for appeal is made within thirty (30) days after the representative has rendered his decision. Any decision made by the ACC can be appealed to the Board of Directors for reconsideration if made within thirty (30) after the ACC has rendered a decision.

5.4. Architectural Standards. The ACC and the Board of Directors may enact and enforce architectural standards and design guidelines for the Subdivision relating to procedures, materials, design and specifications.

5.5 Failure by Lot Owner(s) to comply with the covenants, after having received a written notice of non-compliance from the ACC or the Board of Directors may result in the Owners being fined by the Association for said non-compliance.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

6.1. Homeowners Association. Every person or entity who is a record owner of a fee or undivided fee interest in any building site which is subject to these Protective Covenants shall also be members of the Ranch Estates Filing No. 1 Homeowners Association, Inc. which is a Colorado, not-for-profit corporation, and which exists for the benefit of its members. All property subject to these Protective Covenants shall be subject to annual and special assessments by the Association. Membership in the Association is further described as stated in the Articles of Incorporation and the Bylaws of the Association. Where any of these provisions are in conflict, the provisions of these Protective Covenants shall govern.

6.2. Association Assessments-Annual: The Annual Assessment levied by the Association shall be used to promote the recreation, health, safety and welfare of the members, and for the improvement and maintenance of

those facilities which promote said recreation, health, safety and welfare of the members.

6.2.1. The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year, without a vote of the membership.

6.2.2. The maximum annual assessment may be increased above 5% by a vote of a majority of the members voting in person or by proxy at a meeting duly called for this purpose.

6.2.3. Notice of the annual assessment levied for the following year shall be sent to each lot owner(s).

6.3. Association Assessments-Special: The Association may levy, in any assessment year, a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement used by the Association, including fixtures and personal property related thereto, provided that any such assessment shall be passed by a majority of the Members present, voting in person or by proxy, at a meeting duly called for this purpose.

6.4. Continuing Lien Upon Lot. Each Owner, by acceptance of a deed to purchase a Lot in the Subdivision, whether or not so expressed in such deed, covenants and agrees to be personally obligated to pay to the Association annual and special assessments when due, including, if any, fines, fees, interest, late charges, collection costs, reasonable attorney fees and other amounts as provided in this Declaration of Covenants. The annual and special assessments and other charges, including, if any, fees, fines, interest, late charge, collection costs, and reasonable attorney fees shall be a continuing lien upon the Lot. All Owners of each Lot shall be jointly and severally personally liable to the Association for the payment of all the assessments, fees, charges, including interest at the rate of eight (8%) per annum or any other lawful rate set by the Board of Directors, and reasonable attorney fees. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such owner's Lot.

6.4.1 Statutory Lien. Homeowner Liens are Statutory Liens created by operation of law as Colorado Statutes.

6.5. Purpose of the Assessments. The assessments levied by the Association through the Board of Directors shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in

the Common Interest Community, and shall be used to pay for the operating expenses of maintaining, repairing and replacing property owned by the Association and is known as the "Common Element". Such expenses include, but are not limited to, mowing and watering the lawn, removing leaves and debris, removing snow from sidewalks, trimming and replacing trees and shrubs, replacing sod, repairing and replacing lawn sprinkling system, repairing and replacing fences, repairing and maintaining the Associations Entrance Signs, obtaining appropriate property and liability insurance, and to provide a reserve fund for replacements and improvements including other activities which the Association may be empowered to pursue as set forth in this Declaration of Covenants, or the Articles of incorporation or Bylaws of the Association or as required by governmental law.

6.6 Certificate of Status of Assessments. The Association shall furnish to an Owner of a Lot or an Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Board of Directors, and every Lot Owner. If no statement is furnished to the Lot Owner or holder of a security interest or his or her designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot for unpaid assessments which were due as of the date of the request.

ARTICLE VII

EDUCATION

7.1. Pursuant to the Colorado Common Interest Ownership Act, the Board of Directors may authorize, and reimburse board members for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of unit owners' associations. The course content of such educational meetings and seminars shall be specific to the State of Colorado, Colorado cities or Colorado Counties., and shall make reference to applicable sections of the Act.

7.2. The Association shall provide, or cause to be provided, education to owners at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Owners, the Association and its Board or Directors under Colorado law. The criteria for compliance with this section shall be determined by the Board of Directors.

ARTICLE VIII

ALTERNATIVE DISPUTE RESOLUTION

8.1. To the fullest permitted by law, all controversies and claims by and between an Owner (a "Bound Party") and the Association (including their officers, directors and committee members), which either may have against the other, arising from or in any way related to an Owners Lot or Improvements located on the Lot or the Common Area owned by the Association shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving disputes, controversies, and claims between any Owner and the Association. Each Party covenants and agrees to submit any controversies or claims to the procedures set forth in Section 8.5," Mandatory Procedure".

8.2. By acceptance of a Deed for a Lot subject to the Declaration of Covenants, each Owner agrees to abide by the terms of this Article.

8.3. Any applicable statute of limitation shall apply to the alternative dispute resolution set forth in this Article.

8.4. The "Mandatory Procedures" stated in Section 8.5 below, does not apply to any law suit between or among Owners, which does not include the Association as a party.

8.5. Mandatory Procedures. Prior to proceeding with any claim against a Respondent, each Claimant shall give Notice to each Respondent and clearly and concisely state the following:

8.5.1 the nature of the Claim, including all Persons involved and Respondent's role in the Claim; and

8.5.2 the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); and

8.5.3 the proposed remedy; and

8.5.4 the fact that Claimant will meet with Respondent to discuss in good faith to resolve the Claim; and

8.5.5. Negotiation and Arbitration. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. The Board may appoint a representative to assist the Parties in negotiation, only if requested in writing, accompanied by a copy of the Notice; and

8.5.6. Upon Termination of Negotiations, Claimant shall have thirty days (30) to submit the Claim (Dispute) to final binding Arbitration pursuant to the authority and Rules of the American Arbitration Association. If Claimant does not submit the Claim to Arbitration within such time, or does not appear for arbitration, Claimant shall be deemed to have waived the claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; and

8.5.7. Each Party shall bear its own costs of negotiation and arbitration, including attorneys' fees, and each party shall share equally all charges and costs rendered by the arbitrator. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim; and

8.5.8. The arbitration shall be governed by and shall be specifically enforceable under the "Uniform Arbitration Act, Part 2 of article 22 of Title 13, Colorado Revised Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado; and

8.5.9 Notwithstanding the foregoing sections 8.5 through 8.5.8, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the arbitrator shall award reasonable attorneys' fees and expenses incurred in defending such costs, including those incurred in trial or on appeal, to the non-contesting Party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

ARTICLE IX

GENERAL PROVISIONS

9.1. ENFORCEMENT AND SEVERABILITY. All provisions of the foregoing Covenants, Conditions, Restrictions & Rules and Regulations shall be subject to Article VIII of this Declaration, (Alternative Dispute Resolution) of this Declaration. Enforcement of the covenants, conditions, liens, charges and other provisions in the Governing Documents, may be against any Person(s) violating or attempting to violate any such provision.

9.2. TERM OF DECLARATION. This Declaration shall run with the land, shall be binding upon all Persons owning Lots and Improvements, and any Owners hereafter acquiring said Lots and Improvements , and shall be in effect in perpetuity unless amended or terminated as provided by the Act.

9.3. All provisions of this Declaration, the Articles of Incorporation and Bylaws of The Ranch Estates Filing No. 1 Homeowners Association are severable. In the event any of the provisions of these documents are declared invalid by judgment, court order or otherwise, then all other provisions in these documents shall remain in full force and effect.

9.4. AMENDMENT OF DECLARATION. Except as otherwise provided in the Act and this Declaration, any provision, Covenant, Condition, Restriction contained in this Declaration may be amended or repealed by the affirmative vote of at least sixty-seven (67%) percent of the Lot Owners.

IN WITNESS WHEREOF, for the purpose of amending the Declaration of Covenants, Conditions and Restrictions of The Ranch Estates Filing No.1 Homeowners Association, Inc., the Board of Directors of The Ranch Estates Filing No. 1 Homeowners Association, Inc. have executed these Amended Declaration of Covenants, Conditions, and Restrictions of The Ranch Estates Filing No. 1 Homeowners Association, Inc. this 14th day of MAY, 2008

Don Shantz
President

Jim Ellis
Treasurer

Gary Hanson
Secretary

Dal Berg
Board Member

Julio Raphael
Board Member

STATE OF COLORADO)
) ss.
County of Adams)

The foregoing Amended Declaration of Covenants, Conditions and Restrictions of The Ranch Estates No. 1 Homeowners Association, Inc. were signed and acknowledged before me this 14th day of MAY, 2008 by Don Shantz, Jim Ellis, Gary Hanson, Dal Berg, and Julio Raphael.

WITNESS my hand and seal.

My Commission expires: JULY 2, 2010

Kenneth E. Harris
Notary

EXHIBIT "A"

Lots 1 through 23, Block 1; Lots 1 through 6, Block 2; Lots 1 through 20, Block 3; Lots 1 through 20, Block 4; Lots 1 through 36, Block 5; Tracts A, B, C and D, A REPLAT OF THE RANCH SUBDIVISION FILING NO. 1, according to the recorded plat thereof, County of Adams, State of Colorado.