

**SUPPLEMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF KEN-CARYL RANCH REGARDING RECREATION  
AND OPEN SPACES**

Ken-Caryl Ranch Master Association ("Master Association") hereby submits the real property in Jefferson County, Colorado described on Exhibit A attached and incorporated herein, to the provisions of this Supplement to the Master Declaration of Covenants, Conditions and Restrictions. This ("Supplement") is made in contemplation of the following facts and circumstances:

A. Whereas, the Official Development Plan ("ODP") creating the zoning for Ken-Caryl Ranch, under III.D.1.d. provides in part:

The primary purpose of the Master Association will be to own, operate and administer the recreation, open space and common areas for the general welfare and enjoyment of the owners and occupants of the Ken-Caryl Ranch. In implementation of this primary purpose, the Master Association will have power to own and operate, and to sell, lease, and dedicate lands for all variety of recreational uses consistent with the zoning application to such lands. . . .

B. The Master Association desires to regulate the use of the recreation and open spaces, including without limitation the Equestrian Center, described in Exhibit A ("Recreation and Open Spaces") and preserve them by restricting their use to such uses as are designated herein.

C. The Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Ken-Caryl Ranch ("Declaration") provides that:

1. The Master Association shall have all of the powers of a Colorado nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in the Declaration; and
2. That members of the Master Association and their tenants and guests have the right to use the Recreation and Open Spaces subject to such covenants, conditions, and restrictions as may have been imposed by the Master Association.

Now Therefore, the Master Association, acting through a duly adopted resolution of its Board of Directors, hereby declares that the Recreation and Open Spaces described in Exhibit A shall be held and conveyed subject to the following terms, covenants, restrictions and conditions, which shall run with the land and be binding on all parties having any right, title, or interest therein or any part thereof, their tenants, guests, invitees, heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof, subject to amendment as further provided herein.

1. Purpose. It is the purpose of these Supplemental Restrictions to assure that the Recreation and Open Spaces will retain their natural, scenic, historic, agricultural, forested, and

open space condition, except as specifically set forth herein, and that use of the Recreation and Open Spaces shall be restricted as set forth herein.

2. Permitted Uses. The Recreation and Open Spaces shall be divided into three distinct types of open space designated as "Ken-Caryl Ranch Master Association Open Space - Equestrian Center (KCOS-EC)", "Ken-Caryl Ranch Master Association Open Space - Multi-Use (KCOS-MU)", and "Ken-Caryl Ranch Master Association Open Space - Undeveloped (KCOS-U)". The uses, and restrictions on use, of each of these types of open space are set forth in Exhibit B attached hereto and incorporated herein by this reference. These uses and restrictions on use are general in nature and the Board of the Master Association shall have the power to adopt, amend, repeal and enforce more specific and restrictive rules and regulations as the Board deems to be reasonable and necessary to carry out the intent of these Supplemental Restrictions, including, without limitation, the manner in which "Permitted Uses" specified in Exhibit B shall be regulated and made available. In no event shall a use be permitted that is not permitted under the ODP or under the Declaration. In the event of conflict between the ODP, the Declaration and these Supplemental Restrictions, the more restrictive shall control.

3. Amendment to Permitted Uses. Members of the Master Association may amend these Supplemental Restrictions at any time, as follows:

a. By an instrument signed by not less than sixty-seven percent (67%) of the Members of the Master Association recorded with the Clerk and Recorder of Jefferson County, Colorado. Upon instruction from the Board of Directors, the President and Secretary of the Master Association may certify in a notarized affidavit attesting to their receipt and review of the necessary number of signatures and that the appropriate number of Members executed the amendment, in lieu of recording each individual signature. Where a Lot subject to the Declaration is owned by more than one (1) person, the execution of any amendment shall be valid if executed by any one (1) owner. Where a Lot is owned by an entity other than one or more individuals in their individual names, the entity may, through action by its duly authorized agent sign for the entity. Signatures need not be notarized. The signature need not be identical to the name of the recorded owner, but shall be sufficiently close as to be identified as a proper signature of such person. Amendments may be executed in counterparts, provided that such recorded document shall also contain a certification of the Secretary of the Association that all counterparts, as executed, are part of the whole. The originals of all signatures shall be retained for a period of three (3) years after the date of recording.

b. No action shall be commenced or maintained to challenge the validity of any aspect of any amendment of these Supplemental Restrictions unless it is commenced within one (1) year from the effective date of said amendment, unless fraud or willful negligence is asserted and proven.

c. All signatures shall be irrevocable even upon death or conveyance of a Lot

by the owners thereof, except that if an amendment is not recorded within three (3) years of the date of signature, then the executing owners or their successor or assigns may revoke their signature by a written and notarized document delivered to the Secretary of the Association.

4. Captions. The captions contained in these Supplemental Restrictions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Supplemental Restrictions or the intent of any provision thereof.

5. Severability. The invalidity of any provision of these Supplemental Restrictions does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of these Supplemental Restrictions shall continue in full force and effect.

6. Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, and other provisions contained in these Supplemental Restrictions or additional rules and regulations adopted by the Master Association's Board of Directors may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association and any aggrieved member of the Master Association shall have the right to institute, maintain and prosecute any such proceedings, and the Association shall further have the right to levy and collect fines and enforce other established penalties for the violation of any provision of any of the aforesaid documents. In any action instituted or maintained for enforcement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant, restriction or other provision herein contained, or any other provision of any of the aforesaid documents, shall in no event be deemed a waiver of the right to do so thereafter.

In Witness Whereof, the undersigned, being duly authorized by the Board of Directors of the Ken-Caryl Ranch Master Association, have set forth their hands on behalf of the Master Association effective the 24th day of May, 2004.

Ken-Caryl Ranch Master Association, a  
Colorado nonprofit corporation

By: Lee Barker  
President

By: Rita K. Saunders  
Secretary

State of Colorado

County of Jefferson

Acknowledged before me this 24th day of May, 2004 by Lee Barker as President of Ken-Caryl Ranch Master Association, a Colorado nonprofit corporation.

Witness my hand and official seal

My commission expires: 1/8/08

Julie S. Kearful  
Notary Public

State of Colorado

County of Jefferson

Acknowledged before me this 24<sup>th</sup> day of May, 2004 by Rita K. Saunders as Secretary of Ken-Caryl Ranch Master Association, a Colorado nonprofit corporation.

Witness my hand and official seal

My commission expires: 1/8/08

Julie Kearful  
Notary Public

EXHIBIT A  
 (Description and Recording Information of Instruments Describing  
 the Recreation and Open Spaces)

Ken-Caryl Ranch Master Association Open Space – **Multi Use (KCOS-MU)**  
 (Yellow on Map)

<u>Deed #</u>	<u>Description of Instrument</u>	<u>Date of Recording</u>	<u>Recording Information</u>
1	Commissioners Deed	10/9/75	#739323
2	Commissioners Deed	7/15/77	#897731
3	Commissioners Deed	7/12/77	#896396
4	Quit Claim Deed	12/30/77	#00950300
5	Commissioners Deed	4/28/78	#78037645
6	Commissioners Deed	4/28/78	#78037647
7	Commissioners Deed	4/28/78	#78037646
10	Quit Claim Deed	6/30/78	#78059197
11	Open Space Deed	6/30/78	#78059198
12	Quit Claim Deed	6/30/78	#78059194
13	Open Space Deed	6/30/78	#78059200
14	Same as Deed 12 above		
16	Commissioners Deed	11/28/78	#79091056
17	Commissioners Deed Rerecorded	2/22/79 10/5/79	#79016326 #79091058
18	Commissioners Deed Rerecorded	7/2/79 10/5/79	#79058738 #79091060
19	Commissioners Deed Rerecorded	8/7/79 10/5/79	#79070840 #70091062
20	Commissioners Deed	8/7/79	#79070841

21	Rerecorded Commissioners Deed	10/5/79 8/27/79	#79091063 #79089378
23	Commissioners Deed	7/27/82	#82051476
24	Commissioners Deed	7/27/82	#82051478
25	Commissioners Deed	10/6/80	#80075096
27	Open Space Deed	2/29/80	#80016025
28	Open Space Deed	6/17/82	#82041520
29	Open Space Deed	6/17/82	#82041519
30	Commissioners Deed	1/21/85	#84103120
32	Warranty Deed	7/23/84	#84069120
33	Open Space Deed	12/30/85	#85126156 #85126157 #85126158 #85126159
34	Open Space Deed	6/27/86	#86070409
36	Warranty Deed	5/22/86	#86054431
37	Open Space Deed	10/11/85	#85098731
38	Open Space Deed	6/30/78	#78059201
39	Quit Claim Deed	4/8/87	#87645495
40	Open Space Deed	6/30/89	#78059201
41	Open Space Deed	11/29/89	#89103000
43C	Bargain and Sale	7/16/90	#90003564
43D			#90041618
43F-1			
43F-2			
43G			
43H-1			
43F-3			

44	Open Space Deed	10/12/92	#92129416
45	Open Space Deed	10/12/92	#92129417
46B 46C	Open Space Deed	10/12/92	#92129418
47A 47B 47C 47D 47E 47F 47G 47H	Quit Claim Deed	3/25/92	#92031444
48	Open Space Deed	10/12/92	#92129419
49D 49G	Open Space Deed	7/14/92	#92085009
50D 50E 50F 50G 50H	Open Space Deed	10/12/92	#92129415
51D 51E 51F	Open Space Deed	9/30/93	#93154119
52 Parcel A	Open Space Deed	5/11/94	#94086284
53	Open Space Deed	7/13/94	#94120396
54	Quit Claim Deed	9/1/95	#F0109277
55 Parcel 1 55 Parcel 4 55 Parcel 5 55 Parcel 7 55 Parcel 8 55 Parcel 9 55 Parcel 10 55 Parcel 11 55 Parcel 12	Open Space Deed	11/11/94	#94179271

55 Parcel 13  
56

Quit Claim Deed

3/23/99

#F0829525

EXHIBIT A  
 (Description and Recording Information of Instruments Describing  
 the Recreation and Open Spaces)

Ken-Caryl Ranch Master Association Open Space – **Undeveloped (KCOS-U)**  
 (Green on Map)

Deed #	Description of Instrument	Date of Recording	Recording Information
8		12/30/77	#00950299
9	Corrected Deed	5----78	#78046551
15	Open Space Deed	1/12/79	#79004116
26	Commissioners Deed	6/9/82	#82038795
31	Open Space Deed	7/20/84	#84068849
35	Research @Jeffco		
43A	Bargain & Sale Deed	1/11/90	#90003564
43B-1		5/18/90	#90041618
43B-2			
43E			
43I			
43I-A			
47-I	Open Space Deed	2/7/94	#94026334
52 Parcel B 52 Parcel C	Open Space Deed	5/11/94	#94086284
58	Quit Claim Deed	12/27/01	#F1388900

EXHIBIT A  
(Description and Recording Information of Instruments Describing  
the Recreation and Open Spaces)

Ken-Caryl Ranch Master Association Open Space – **Equestrian Center (KCOS-EC)**  
(Purple on Map)

<u>Deed #</u>	<u>Description of Instrument</u>	<u>Date of Recording</u>	<u>Recording Information</u>
42	Warranty Deed	10/28/81	#81078825
57	Corrective Quit Claim Deed	4/19/02	#--466826

**Ken-Caryl Ranch Master Association Open Space –Equestrian Center (KCOS-EC)**

(purple on map)

**Description:**

Developed multi-use open space associated with the Ken-Caryl Ranch Equestrian Center.

**Permitted Uses:**

Recreational uses including, but not limited to: hiking; biking; educational activities relating to natural, cultural and historic resources; horseback riding; picnicking; outdoor play; and accessory uses to the permitted uses, such as earthen and paved trails, play grounds, parks, volleyball courts, equestrian facilities, paved and unpaved roads, parking areas, barns, storage sheds, and caretaker residences.

1. Non-vehicular camping.
2. Agricultural uses limited to growing of hay, grains, grasses, vegetables, trees and shrubs, and grazing and keeping of livestock.
3. Utility corridors, access easements and infrastructure, buried public utilities, existing overhead utilities, paved and unpaved roads, parking areas, electrical substations, gas regulator settings, low power communication facilities, water impoundments, water supply wells, utility pumping stations, and other similar private and public utility uses.
4. Deposition or excavation of sand, gravel, rock, earth, minerals and other similar materials under the limitations of, and in the manner prescribed in, the Jefferson County Zoning Resolution.
5. No building or structure shall be constructed or placed within the flood plain of any stream or wetland as determined by the highwater line of the 25 year flood.

**Height and Setback Regulations:**

Height: 35’ Chimneys, low power communication towers, and monuments or flag poles may be taller provided Ken-Caryl Ranch Master Association Architectural Committee approval is provided to the County.

Setbacks: Front – 100’  
Side - 50’  
Rear - 50’

**Ken-Caryl Ranch Master Association Open Space – Multi Use (KCOS-MU)**  
(yellow on map)

**Description:**

Undeveloped and developed open space.

**Permitted Uses:**

1. Multiple recreational uses including, but not limited to: hiking; biking; educational activities relating to natural, cultural and historic resources; horseback riding; picnicking; tennis courts; swimming pools; and accessory uses to the permitted uses; such as, earthen and paved trails, playgrounds, ball fields, equestrian facilities, paved roads and parking areas.
2. Non-vehicular camping.
3. Agricultural uses limited to growing of hay, grains, grasses, trees and shrubs, and grazing of livestock.
4. Utility corridors, access easements and infrastructure limited to unpaved access roads, buried public utilities, and existing overhead utilities.

**Height and Setback Regulations:**

Height: 35' Chimneys, low power communication towers, and monuments or flag poles may be taller provided Ken-Caryl Ranch Master Association Architectural Committee approval is provided to the County.

Setbacks: Front – 100'  
Side - 50'  
Rear - 50'

**Ken-Caryl Ranch Master Association Open Space – Undeveloped (KCOS-U)**

(green on map)

**Description:**

Undeveloped and relatively undisturbed open space of high aesthetic value. This category may include significant natural, cultural and historic resources.

**Permitted Uses:**

1. Low impact educational and recreational uses including, but not limited to: hiking; biking; educational activities relating to natural, cultural and historic resources; horseback riding; and accessory uses to the permitted uses, such as earthen trails and foot bridges.
2. Non-vehicular camping.
3. Agricultural management practices including, but not limited to; growing of hay, grains, grasses, trees and shrubs; and grazing of livestock for the purpose of habit management.
4. Utility corridors, access easements and infrastructure limited to unpaved access roads, buried public utilities, and existing overhead utilities.