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**AMENDED AND RESTATED**

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS**

**AND RESTRICTIONS OF**

**THE B LAZY M RANCH**

This Amended and restated Declaration of Protective Covenants, Conditions and Restrictions of the B Lazy M Ranch is made and adopted by the persons and on the dates indicated in the signatory blocks below, to be effective upon the recording of this document.

**RECITALS:**

WHEREAS, a Declaration of Protective Covenants was recorded at the office of the Clerk and Recorder of Teller County, Colorado on 9 August 1977 at Reception No.257806, Drawer 23, Card 1786A ("Initial Declaration"); and

WHEREAS, the Initial Declaration establishes a Ranch Owners Association which is known as the B Lazy M Ranch Owner's Association, Inc. ("ROA"); and

WHEREAS, various amendments to the Initial Declaration have been recorded as follows: Reception No.274999, Drawer 31, Card 322 on 21 May 1979 and Reception No. 291889, Drawer 38, Card 1444 on 13 March 1981 and Reception No.296276, Drawer 40, Card 1801 on 8 September 1981 and Reception No.329845, Book 360, Page 809 on 6 February 1985 and Reception No. 358186, Book 424, Page 72 on 5 October 1987, and Reception No.400015, Book 629, Page 233 on 6 October 1992, and Reception No.467802, on 3 October 1997, and Reception No. 552154 , on August 16<sup>th</sup> 2003 ; and

WHEREAS, at least one owner in the ROA has challenged the validity of all amendments subsequent to the Initial Declaration, asserting that the amendments are invalid in that they were not amended or recorded in conformity with the procedural requirements set forth in the Initial Declaration; and

WHEREAS, the below-signed members desire to resolve any controversy related to the prior amendments through the adoption of this amendment and restatement.

NOW THEREFORE, the Initial Declaration and all subsequent amendments of the B Lazy M Ranch are hereby amended and restated and each and every person who is or shall become an owner of any of the parcels in the B LAZY M RANCH, shall be and are hereby bound by the amended and restated covenants, conditions and

restrictions set forth in these presents; which covenants, conditions and restrictions shall apply to the ranch property described in ARTICLE XI following, hereinafter referred to as the "Ranch," and shall be held and enjoyed subject to and with the benefit and advantage of the following covenants, conditions, and restrictions, to-Wit:

## **ARTICLE 1:**

### **RECITALS AND DEFINITIONS**

**1.11 DESCRIPTION:** The B Lazy M Ranch, the "Ranch," encompasses one thousand six hundred twenty-four and forty-five hundredths (1624.45) acres, more or less and is comprised of forty-six (46) tracts described by metes and bounds. There are forty three (43) thirty five (35) acre, more or less, tracts and one tract each of forty-three (43) acres, more or less, forty (40) acres, more or less, and thirty-six (36) acres, more or less.

**1.12 INTENT AND USE:** It is the intent of the owners of property in the RANCH to maintain the natural beauty, tranquility, optimum livestock carrying capacity and the natural environment of a working cattle ranch for the tract owners of the Ranch and their successors in interest. The maintenance of these aspects of the Ranch is intended to provide an ideal site for recreation, vacation homes and primary residences. Any residence constructed on a Parcel is to be for single-family residential purposes only.

**1.13 RANCH OWNERS ASSOCIATION:** The "Ranch Owners Association" is the B Lazy M Ranch Owner's Association, Inc., a Colorado Nonprofit Corporation, also hereinafter called the "ROA".

**1.14 DECLARATION:** "Declaration" shall mean this Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.

**1.15 BOARD OF DIRECTORS:** The "Board of Directors" or "Board" is the governing body for the ROA, whose members are elected by ROA members pursuant to the ROA Bylaws and Colorado Law.

**1.16 MEMBERS and OWNERS:** "Member(s)" or "Owner(s)" shall mean every person or entity who owns property in the Ranch, as more fully set forth hereinbelow and in the ROA bylaws.

**1.17 COUNTY MAINTAINED ROAD:** As referenced herein, the "County Maintained Road" shall be Whitetail Lane, where it meets the boundary of the ROA at the main entry gate.

**1.18 COVENANTS RUNNING WITH THE LAND:** All provisions hereof are deemed to be covenants running with the land and inure to the benefit of and are binding upon the owners, their successors and assigns, and to all persons hereafter acquiring or owning any interest in the Ranch or any parcel thereof, however such interest may be acquired.

**1.19 RANCH ACC:** The "Architectural Control Committee" also referred to herein as the "Ranch ACC" or "ACC", is a committee appointed by the Board to fulfill the functions delegated to it in this Declaration, including approval of any and all improvements to be made within the Ranch such as the drilling of wells, construction of driveways, installation of septic tanks and leach fields, installation of fences, any and all construction of any structures and the cutting of trees for proposed construction and/or improvements. The ACC may from time to time adopt specific Policies/Rules/Guidelines or Standards, which will apply to all Ranch Parcels. The Board may appoint its own members to the ACC or may act itself as the ACC.

**1.20 NATURAL FEATURES:** The Ranch contains easements to and around certain "Natural Features" in the ranch such as streams, lakes, ponds and springs. The "Ranch Lake," also referred to as the "Jordan Lake and Dam," is a lake originally constructed by the previous owner of the Ranch, Robert E Jordan, and which was retained by the original developers as part of the development of the Ranch so that Members could enjoy the natural vista of a lake on the property, while providing natural habitat for wildlife. The Ranch Lake also provides members recreational opportunities including fishing, as well as being the primary source of onsite water for fire protection in the event of a wildfire. The Ranch has numerous detentions ponds, which were installed to capture rainwater, prevent erosion and provide for stock watering. Many of these ponds also capture spring flows and provide for the watering of cattle and wild life. The Ranch owns water rights to adjudicated springs within the Ranch that provide water for cattle and wildlife; the springs are within easements on Parcels and the springs' water rights are not the individual property of the Members upon whose Parcel the spring is located.

**1.21 RANCH MAP:** The "Ranch Map" or "Map" previously referred to as the Ranch Plat is filed in the office of the Clerk and Recorder of the County of Teller, State of Colorado. The Map depicts and shows at least the legal description of the land and survey of the Ranch and the location of the Parcels, Roads and Easements. The Ranch Map may from time to time be amended or supplemented to conform it to the actual location of lakes, waterways, roads, ponds, easements, boundaries, utilities or other changes of the Ranch.

**1.22 RANCH ROADS:** "Ranch Roads," "Access Roads" or "Roads" shall mean the private roads as shown on the Ranch Map, including roads from the boundary of Ranch Parcels, leading to the County Maintained Road.

**1.23 RANCH PARCEL OR LOT:** A "Ranch Parcel," "Parcel" or "Lot" is defined to

be a Lot or Parcel as depicted on the Ranch Map and consisting of approximately 35 acres [more or less].

**1.24 EASEMENTS:** Numerous easements within the Ranch exist as further described hereinbelow, including Ranch Roads, which easements are designated "Easements" or "Common Use Easements."

**1.25 RANCH MANAGER:** The Board will appoint a "Ranch Manager" to manage and oversee the grazing of cattle within the Ranch. If no Ranch Manager is appointed then the President of the Board shall be deemed the Ranch Manager.

**1.26 COMMON AREAS:** Also called "Common Use Easements", allow for owners to enjoy the ranch for the purpose of hiking and enjoying nature.

**1.27 PRIMARY DWELLING:** "Primary Dwelling" shall mean the primary and principal residence of the Owner when the Owner resides on the Parcel.

**1.28 ASSESSMENTS:** "Assessments" are the annual monetary amount to be paid by each Owner to meet the common expenses of the ROA, whether termed "assessments," "dues" or "fees." Assessments may be payable monthly or in any other manner determined by the Board. The Board may also levy Special Assessments as provided for hereinbelow.

## **ARTICLE II:**

### **EASEMENTS AND ROADS**

**2.1 NON-EXCLUSIVE COMMON USE EASEMENTS:** Each Ranch Parcel contains a fifty (50) foot wide non-exclusive Easement running along the inside of all property lines that will be kept open and unfenced.

- a. The purpose of property line Easements is to provide access throughout the ranch for hiking and horseback riding for the enjoyment of the members, their immediate family and guests.
- b. Additionally, such easements provide for installation and maintenance of utilities and for construction and maintenance of approved Driveways
- c. The purpose of the Access Road Easements as shown on the Ranch Map is to provide access from the County Maintained Road to and from Ranch Parcels/lots.
- d. The purpose of Easements around ponds, lakes, streams and the adjudicated springs, is to provide access for recreational purposes such as fishing.
- e. These Easements are shown on the Ranch Map.



- f. No Easements will be used for organized trail rides and hikes, and other non-family group activities.
- g. Any proposed improvement on any Parcel or Easement by an Owner must be approved by the ACC. Any improvement which would encroach on the adjacent property line Easement can be approved only with the written consent of the adjoining property Owner(s). Such consent must be recorded with the Teller County Recorder.

**2.2 ROADS:** Maintenance of Ranch Roads is the responsibility of the ROA. All Access Roads are for the use of Owners and their guests only. Designated Access Roads may be modified or changed in the future by the ROA to improve traffic flow and/or road maintenance. Members may construct driveways from Access Roads across their property and only to their home sites. Plans for driveways must be approved by the Ranch ACC prior to construction. A major consideration of the ACC in approving such plans will be the preservation of the natural appearance of the property and terrain. No other roads may be constructed by Members except for unusual circumstances or hardship, and only then after approval by the Ranch ACC. The Board may adopt rules and regulations regarding the Ranch Roads, including imposing speed limits on all Ranches Roads.

**2.3 RELOCATION OF ROADS, NATURAL FEATURES OR EASEMENTS:** Shall it become necessary to relocate Natural Features, such as diverting streams, or to relocate any of the Easements because of natural forces, or if the ROA determines to construct stock ponds or lakes or to relocate Ranch Roads to better serve the Ranch, a valid easement for the relocated Natural Features, relocated Easements and newly constructed features shall exist to the same extent and for the same purposes as described in Article II herein. To evidence such relocated easements, the ROA shall prepare a description of same and record it with the Clerk and Recorder for Teller County.

### ARTICLE III:

#### INCIDENTS OF OWNERSHIP

**3.1 TITLE:** Title to a Ranch Parcel may be held or owned by any person or entity and in any manner in which real property may be held or owned in the state of Colorado.

**3.2 INSEPARABILITY:** No Ranch Parcel shall be conveyed, leased, devised, mortgaged, or otherwise transferred except as a complete Ranch Parcel as shown on the Ranch Map. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Ranch Parcel or any part thereof shall be presumed to be a gift,

devise, bequest, transfer, encumbrance, or conveyance respectively of the entire Ranch Parcel interest owned, together with all appurtenant rights and responsibilities.

**3.3 ACCESS TO RANCH PARCELS FOR MAINTENANCE, INSPECTION, REPAIR AND EMERGENCIES:**

The ROA and/or its agents shall have the absolute right and easement for ingress and egress of all Ranch Parcels for any legitimate purpose, including but not limited to inspection of construction, inspection of the condition of vegetation, inspection of grazing conditions, normal maintenance and repair of Common Use Easements, maintenance and repair of boundary fences and removal or moving cattle during periods of active leasing of the Ranch. Access will be by way of Easements wherever possible and, whenever possible; property Owners will be given reasonable notice prior to such access. Access within an Owner's approved three-acre fenced area requires the Owner's prior consent.

**3.4 COMBINATION OF RANCH PARCELS:** The combination of adjacent Ranch parcels into a single Parcel is prohibited.

**3.5 FENCING, OPEN RANGE AND LIVESTOCK:** The Ranch is to be maintained as an open range facility, except as follows:

a. Members may enclose an area of up to three (3) acres in size per parcel with a fence. A fence plan must be first approved by the ACC. Fencing, gates or cattle guards shall not be placed within fifty (50) feet of any Parcel property line or designated Easement. Ranch boundary fences shall not be removed nor be breached for gates without the written approval of the ACC

b. Personally owned livestock will be confined to the property Owner's three-acre fenced area and maintained so as to not create a nuisance to other property Owners or to interfere with general cattle grazing. Sheep, goats, buffalo, and pigs are not permitted on the Ranch except under the official sponsorship of a 4-H program. Dogs and other pets will be under control of Owners at all times. Owners expressly agree, by ownership of property in the Ranch, that the cattle owners and/or their agents and employees, as well as the ROA (to include its officers, Directors, and employees) are not liable for any injury to property or persons that may be caused by open range grazing.

**3.6 CATTLE GRAZING:** The ROA is authorized to enter leases for open range grazing on the Ranch and shall have an easement on all Parcels for that purpose. To assist the ROA in leasing the Ranch for grazing, the Board shall appoint a Ranch Manager from the owners of Parcels, or if no Ranch Manager is appointed then the responsibilities of the Ranch Manager will be vested in the President of the ROA. The Ranch Manager is charged with the duty and responsibility of investigating matters related to grazing and advising the Board such that it can regulate grazing so as to avoid disease and overgrazing while obtaining maximum benefit to the ROA. The

grazing lessee and the Ranch Manager shall have full and complete access to all Ranch Parcels. Proceeds from the grazing lease are used to supplement the income of the ROA. In regulating grazing, the Board shall ensure that livestock maintained on the Ranch will be vaccinated to protect them from diseases or ailments potential in the area and that all livestock brought onto the Ranch have certifiable evidence that they have been vaccinated. No Bulls will be allowed on the Ranch except those belonging to the grazing lessee.

**3.7 NUISANCE:** Activities on the Ranch, which are or may become an annoyance or nuisance or endanger the safety of Owners, other persons, domestic or wild animals or livestock are prohibited. Trail bikes, scooters, snowmobiles, and other motor vehicles will be used on established Roads only, and operated in a manner so as not to create a disturbance or nuisance and are to comply with all rules and regulations adopted by the ROA. Improper use of firearms (defined as that which would interfere with the safe enjoyment of the property of other ROA members) is prohibited.

**3.8 HUNTING:** There shall be no hunting on the Ranch. Owners may shoot rodents or other animals that become pests or otherwise interfere with the Owner's intended use of their Parcel. Any such shooting or target practice shall be done in a safe manner and only within an Owner's Parcel.

**3.9 AGRICULTURAL AND RESIDENTIAL USE:** The Ranch is zoned by the Teller County Planning Commission as Agricultural Zone (A-I), which permits a number of uses in addition to general farming. Nevertheless, no business, commercial or non-residential use that results in persons accessing the Ranch for purposes connected to the business, commercial or non-residential use will be permitted. This prohibition includes professional offices such as law offices, medical offices, real estate offices, and dental offices. This prohibition includes non-profit activities such as organized religious gatherings, environmental meetings, halfway houses or assisted living for the disabled. This prohibition includes commercial activities such as dog kennels; horse stables; other commercial horse related activities; "dude ranches"; trail rides for hire; public hiking, public skiing, public picnicking; time share residences and/or short term commercial rental of residences or guest houses. Short-term rental of residences or guesthouses shall be considered anything less than one year. The above examples of prohibited uses are not exclusive but illustrative only. Notwithstanding provisions in the foregoing paragraph, the Board shall have the authority to grant permission, after written request from an Owner, for the conduct of an entirely "in-home" business, which has no negative impact on the Ranch. In granting such permission, the Board may exercise its sole and absolute discretion and may impose such limitations or reporting requirements on the business as it deems appropriate.

Use of the Common Areas, the Easements and Jordan Lake by guests is permitted on the Ranch when accompanied by or with the permission of the property Owner. Use of

these areas are specifically regulated by Policies/Rules that are adopted by the Board from time to time.

**3.10 TREES:** No cutting or harvesting of trees will be permitted except for control of disease or for the construction of roads, driveways or buildings. Owners are required to show on all ACC plans for any construction the location of trees that are proposed to be removed, and owners must have ACC written permission to remove the trees prior to performing any work. Penalties and Fines for unauthorized tree removal will be imposed in accordance with ROA Policies/Rules.

**3.11 RANCH SELF HELP:** Owners who elect to take on the ROA's maintenance responsibilities, such as snowplowing roads, trimming dead trees or acts to improve the Ranch for the benefit of all owners do so at their own risk and by engaging in the activity acknowledge full responsibility and liability for any injury or damage that results therefrom. All such Owners by undertaking the activity agree to indemnify the ROA from all claims, damages or liability arising therefrom. The Board may adopt rules, regulations or policies in relation to such self-help.

**3.12 RANCH USE:** Members of the ROA, their families and guests are encouraged to use and enjoy the Ranch. However, such use is to be subordinated to the overall enjoyment of the Ranch by all owners and is subject to the Articles of Incorporation, this Declaration, the Policies/Rules/Regulations, and the By-Laws (Collectively "Governing Documents") of the ROA. Rights to use Common Use Easements may be suspended, after notice and a hearing for violation of the Governing Documents.

## **ARTICLE IV:**

### **CONSTRUCTION and ACC APPROVAL**

**4.1 APPROVAL PROCESS:** Construction and modification to vegetation, terrain or improvements on the Ranch is regulated and controlled by the ACC. For simplicity, any matter regulated or controlled by the ACC shall be termed "improvement" whether strictly an improvement, modification, construction, destruction or other change to property within the Ranch. Approval of all construction and modification plans must be obtained prior to commencement of the construction or modification of any improvements on any Parcel. The ACC shall have the power and authority to ensure that all structures, improvements of any kind, construction of buildings, decorating and landscaping within the Ranch conforms to and harmonizes with the terrain, vegetation, and existing and planned structures, with the conditions and restrictions herein being the principal guide in the committee's deliberations. The ACC shall have the authority to grant variances from the provisions of this Declaration; variances granted will be for individual cases of irregularly shaped lots, unusual terrain or other conditions where strict enforcement of these restrictions would result in a serious and/or unusual



hardship, and to accommodate new building materials, building concepts and architecture.

**4.2 TWO STAGES OF APPROVAL:** The procedure for applying for approval by the committee for any matter requiring ACC approval will be divided into two stages; preliminary and final. In the preliminary stage, the Owner shall submit to the ACC preliminary plans to include a plan of the proposed improvement, a topographic map or plot plan showing location of the proposed improvement and description of the improvement, which may include exterior building style, materials and color, driveway access, proposed tree removal, well site, septic tank, leach fields and any other proposed outbuildings or barns. The ACC shall approve or disapprove the preliminary plans within thirty (30) days of the receipt thereof. In the event no action is taken by the ACC on the plans within said thirty-day period, the plans shall be deemed to be disapproved. Where the ACC denies preliminary plans, the Owner may submit revised plans for consideration. Disapproval of preliminary plans through inaction shall entitle the Owner to resubmit the plans. In that event, if the ACC again fails to act within thirty days of receipt, the plans shall be deemed approved. Following the ACC approval of preliminary plans, or an approval conditioned on specified requirements, the Owner shall as part of the final stage make the required changes to the preliminary plans and submit a set of final plans to the ACC. These plans shall be identical to those submitted to the County for approval and for issuance of building permits. The ACC will approve or disapprove the final plans within thirty (30) days from the receipt thereof. In the event no action is taken to approve or disapprove such final plans within said thirty (30) day period, the provision requiring approval of said plans shall be deemed to have been waived by the ACC. The ACC shall have the right to disapprove any plans, specifications or details submitted to it if, in its sole discretion, the ACC deems such plans and specifications to not be in accordance with the provisions of the Declaration or otherwise to not be compatible with the intent and purpose of the Ranch.

Disapproval of any final plans will be in writing stating the reasons in general terms so that objections can be addressed by Owners who may submit new plans with acceptable alternatives. Where the ACC consists of members who are not Board members or the members of the ACC are less than the entire Board, the Owner shall have the right to appeal a denial for final plans to the entire Board. Separate requests for approval for wells, septic tank and leach fields and driveways may be submitted along with a site plan made to scale, without having building plans.

**4.3 ACC POWERS and INDEMNITY:** It is the intent of this Declaration that the ACC shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for decisions contrary to law, decisions that are an arbitrary abuse of the ACC's discretion or are an excess of its authority and except for the limited appeal right of Owners set forth above. The ACC is not required to meet formally, but may exchange plans by mail, fax or e-mail. Decisions of the ACC shall be made by the majority of the members of the ACC but need not be by vote, provided the decision is

reflected in the ACC records. The ACC shall at all times have the right to enter onto the Parcel where the improvement is proposed to be made to inspect the improvement during and after construction to determine whether there is compliance with the plans and specifications as approved. The individual members of the ACC shall be immune from any liability arising out of ACC decisions and the ROA shall indemnify and defend any claims brought against ACC members and arising out of its functions.

#### **4.4 OTHER REQUIREMENTS**

**a. Setback Requirements and Easements:** Residential dwellings and all other structures shall be set back a minimum of fifty (50) feet from easements, or a total of 100 feet from any property line. A domestic well is not permitted within the 50 foot easement, but is permitted within the fifty (50) foot setback due to the inherent difficulties in locating water in this area. However, location of a domestic well must still be approved by the ACC. In addition, a variance to setback requirements as set forth herein may be granted by the ACC in cases of topographic limitations or where excessive destruction of trees or foliage would be necessary to comply. Acceptance or denial of requests for a variance to setback requirements shall be in writing by the ACC.

**b. Dwellings and Location:** The Primary Dwelling erected on each separate Parcel of land will contain a minimum size of one thousand ( 1,000 ) square feet of enclosed living space exclusive of garages and porches. There shall be only one Primary Dwelling constructed on a Parcel. A guesthouse of similar architecture to the Primary Dwelling containing a minimum of six hundred (600) square feet of enclosed living space exclusive of porches and garages may be constructed. However, for Owners who purchased their Parcels prior to 5 October 1992 the minimum sizes shall be six hundred (600) square feet for the Primary Dwelling and five hundred (500) square feet for the guest house. Colors are to harmonize with the surroundings. No secondary structures will be constructed until the Primary Dwelling has been closed in and the exterior finished, unless the secondary structure is a guest house which meets the standards of the Primary Dwelling.

**c. Temporary or other Residences:** Mobile homes shall not be permitted, whether intended to be temporary or permanent. Travel trailers, campers, and motor homes may be used for temporary periods for camping on a Parcel, not to exceed cumulatively ninety (90) days per year, However they may not be stored on any Parcel, unless or until a Primary Dwelling has been completed. There will be an exception in the case where approved home construction has been initiated and underway, in which case the temporary period will be extended to coincide with the construction period but in no case longer than 360 days. Travel trailers, campers, and motor homes that are not painted with unobtrusive earth colors that blend with the terrain must be

screened from view from Access Roads and other home sites. Construction of screening must follow the ACC approval procedures.

**d. Trash and Equipment:** Trash, refuse piles, old building materials or construction equipment, or other unsightly objects or materials shall not be placed upon or remain upon the Parcels/Tracts or Easements. Construction debris shall be contained within an enclosure or haul away dumpster to prevent its blowing until it is removed. Burning of trash or dumping of chemical toilets shall not be permitted on any part of the Ranch. It is the Owner's responsibility to remove trash and garbage from the Ranch on a regular basis. Storage of junk or non-functional motor vehicles in the Ranch is prohibited.

**e. Unsightly and Unsafe Structures:** The remains of buildings, houses or other structures destroyed by wind, fire or other causes and other materials that could become physically hazardous or visually objectionable to the ROA membership must be rebuilt, removed or otherwise reduced to a state no longer a problem as soon as possible, but in no event longer than one year from the date of destruction. All plans to meet the requirements of this rule shall be submitted to the ACC for approval. Remains of the historical structures on the Ranch Parcels are exempt from this provision. However, as development of the Ranch Parcels progresses and deterioration of the structures proceeds to make them dangerous to ROA Members or their families, the Board may require such historical structures, on a case-by-case basis, to be demolished

**f. Antennae:** Construction of antennae for the purpose of receiving or transmitting radio, television or other electromagnetic signals does not have blanket approval. Requests for the installation of Antennae should be submitted to the ACC and will be reviewed by the ACC on an expedited basis. Antennae should be screened whenever practical by buildings, trees or other natural structures. In the event an Owner installs such antennae without first obtaining ACC approval may result in the Owner having to remove and reinstall the antennae at their own cost.

**g. Signs:** Each Parcel shall be entitled to one driveway entry sign, and Owners shall be required to obtain ACC approval for all such signs.

**h. Signs Real-estate:** Owners selling property shall only be entitled to install on their Parcel one real estate sign which sign can be no larger than 2' X 3'. Real estate agents must accompany any potential buyers when in the Ranch.

## ARTICLE V:

### THE ASSOCIATION

**5.1 THE ASSOCIATION:** The administration of the RANCH shall be by the ROA through the Board, which will be governed by the Governing Documents and applicable laws.

**5.2 MEMBERSHIP:** An owner of a Ranch Parcel automatically becomes a Member of the ROA for the period of ownership. If title to a Ranch Parcel is held by more than one person, all owners shall be Members of the ROA. If the Parcel is owned by a legal entity such as a corporation or Limited Liability Company, only the entity is a member and not its shareholders or members. However, in the voting matters before the ROA, the Owners of Parcels will submit only one whole vote per Parcel.

**5.3 POWERS:** The ROA is granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the ROA, including the workings of an open range cattle ranch, and to perform all of the duties required of it. Notwithstanding the above, unless the Owners of at least two-thirds (2/3) of the Parcels have given their prior written approval, the ROA shall not be empowered or entitled to:

(a) By act or omission, seek to abandon or terminate the Declaration of the B Lazy M Ranch Owners Association, the Association or the Ranch Map;

(b) Partition or subdivide any Ranch Parcel;

(c) By act or omission, seek to abandon, partition, subdivide, or transfer any of the Common Use Easements except for relocation as set forth hereinabove; or

(d) Change the pro-rata interest or obligation of any Ranch Parcel, and of the Owners thereof for the purpose of;

(i) levying assessments or charges hereunder; or

(ii) allocating distributions of condemnation awards hereunder.

**5.4 BOARD OF DIRECTORS:** A Board of Directors will be elected from the membership of the ROA pursuant to the ROA's Governing Documents and shall have the powers and duties set forth in those documents.

**5.5 IDENTITY OF THE BOARD OF DIRECTORS:** From time to time, but not less than annually, there shall be mailed by the ROA to each Owner a notice containing the names and addresses of the members of the Board of Directors.

**5.6 EXAMINATION OF BOOKS AND RECORDS:** All owners of parcels in the B Lazy M Ranch may upon written request examine the books and records of the ROA



as provided for in Colorado law and pursuant to the policies adopted by the ROA for inspection of records.

**5.7 COMMITTEES:** In addition to the ACC, which may be comprised of the entire Board of Directors, or a committee appointed by Board of not less than three members as per ARTICLE IV, the President may appoint temporary and standing committees [a committee, can be one person] to study and make recommendations on various situations and conditions of concern to the ROA and/or the Board and perform the various duties assigned.

**5.8 ASSOCIATION AS ATTORNEY-IN-FACT:**

a. The Owners do hereby appoint and make mandatory and irrevocable, the B LAZY M RANCH OWNERS ASSOCIATION, INC. as attorney-in-fact to deal on their behalf with matters affecting the Ranch related to leasing for grazing, destruction, damage, obsolescence, condemnation, repair, replacement and improvement of any property, structures or facilities in the Easements, which have been so destroyed, damaged, condemned, become obsolete or otherwise affected so as to not fulfill their purpose. As attorney-in-fact, the ROA, by its President and Secretary or Treasurer or its other duly elected officers or agents, shall have full and complete authorization, right and power to make, execute and deliver any contract or other instrument which is necessary and appropriate to exercise the powers herein granted.

b. In the event that the ROA is dissolved or becomes defunct, a meeting of the Ranch Owners shall be held within thirty (30) days of either such event. At such a meeting a new attorney-in-fact, to deal with the Ranch upon damage, destruction, obsolescence, or condemnation of any of the Easement Area structures or facilities shall be appointed. Said appointment must be approved by at least two-thirds (2/3) of the Owners in attendance or represented by proxy or duly documented representative. All other provisions contained in this Declaration of Covenants whereby the ROA may be more specifically appointed as attorney-in-fact to deal with any of the areas contained in the herein paragraph shall be deemed supplemental and additional appointments to the appointment under this paragraph, it being intended hereby that all such appointments are to be cumulative in nature, and no such additional appointment contained in this declaration shall be deemed to limit the appointment made under the herein paragraph.

**ARTICLE VI:**

**ASSESSMENTS**

**6.1 OBLIGATION:** All Owners shall be personally obligated to pay assessments for the common expenses of the ROA. Assessments shall be due and payable at such times as the Board shall determine. ROA Common expenses Include,

but are not limited to, annual maintenance, repair and replacement of the Easements, insurance, professional service fees, management costs, reserves, expenses related to operation and management of the Ranch, contractual obligations and liabilities.

**6.2 ASSESSMENTS:** The Board will annually adopt an operating budget for the coming year. Assessments shall be based upon the budget. After adoption of the budget the Board shall submit it to the ROA Members for consideration at the Annual Meeting of Members. The budget shall be deemed approved unless rejected by the vote of Members at the annual meeting. In the event the budget is rejected, the budget for the prior fiscal year shall apply except the Board has the authority to adjust the budget without approval of Members such that Assessments will not increase by more than seven percent (7%).

**6.3 FINANCIAL RESERVES:** A Financial Reserve shall be established to cover capital improvements and replacement of improvements and costs of addressing situations that endanger the Ranch as a whole or any of the Common Use Easements. The Board may also recommend to Members for their approval an appropriate level of the Financial Reserve.

**6.4 SPECIAL ASSESSMENTS:** The Board has the right, subject to the provisions of this paragraph, to levy Special Assessments for any unbudgeted expense, including extraordinary capital improvements or replacement costs and unexpected expenses. The levy of a Special Assessment and the due date(s) for the payment of the Special Assessment shall require the approval of a simple majority of the ROA Members in attendance at a meeting called for that purpose. Payment of approved Special Assessments is the personal obligation of the Owners of the Parcels subject to the assessment.

**6.5 DELINQUENT ASSESSMENTS:** All Assessments and Special Assessments not paid within sixty (60) days after they become due shall bear interest at the rate of ten percent (10%) per annum from the date they become due and payable and shall be subject to a late charge of \$50.

**6.6 SUSPENSION OF MEMBERSHIP RIGHTS:** If a Member is in default in payment of Assessments or Special Assessments, the Member may not vote on ROA matters until such assessments have been paid.

**6.7 ASSESSMENT LIENS:** All sums for assessments and Special Assessments, including interest, late charges or other amounts that Owners are obligated to pay pursuant to this Declaration, in addition to being a personal obligation of the Owners, shall constitute a lien on such Parcel from the date due, superior to all other liens and encumbrances except:

- (a) all sums unpaid of the First Mortgage or Deed of Trust of record, if said Mortgage or Deed of Trust was of record at the time the assessment became due.

**6.8 PERSONAL OBLIGATION:** The amount of any Assessment chargeable against any Ranch Parcel shall also be a personal and individual debt of the Owner thereof. No Owner may become exempt from any liability for any Assessment by abandonment or waiver of the use or enjoyment of any Common Use Easement areas or facilities or by asserting offsets against the ROA.

**6.9 STATEMENT OF STATUS OF ASSESSMENT PAYMENTS:** Upon the written request of any Owner or mortgagee of a Ranch Parcel and the payment of a reasonable fee of not less than \$50.00, the ROA shall issue a written statement within ten (10) days of the receipt of such request, setting forth the amount of the unpaid assessments with respect to the subject Ranch Parcel.

## **ARTICLE VII:**

### **TERM, EFFECTIVE DATE, RATIFICATION and AMENDMENT OF DECLARATION**

**7.1 TERM AND CHANGE OF COVENANTS:** These covenants and restrictions shall run with and bind the Owners and the Ranch in perpetuity. Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of at least 2/3 of the votes of ROA Members, based on one vote per parcel. Any amendment shall be recorded in Teller County with an affidavit signed by the President and Secretary of the ROA, certifying the necessary approval of the members.

**7.2 EFFECTIVE DATE:** These Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions of The B Lazy M Ranch shall be and are effective immediately upon the recording of same in the records of the Teller County Clerk and Recorder, State of Colorado.

**7.3 RATIFICATION:** By amending and restating this Declaration, the below signed Members further ratify and confirm all actions taken by the Board, by any Board member and by Owners or Members in reliance on the provisions of any previously recorded amendment to the Declaration of Protective Covenants of B Lazy M Ranch.

## **ARTICLE VIII:**

### **ENFORCEMENT**

- a. Enforcement of the Declaration or Policies/Rules/Regulations ROA shall be by proceeding at law or in equity against any person or persons violating or

attempting to violate any provisions thereof, either to restrain violation or to recover damages. Legal action to enforce the Declaration or Policies/Rules/Regulations may be brought by any Owner or by the ROA but is not an obligation of the ROA. The ROA shall have all enforcement rights and remedies allowed by law.

- b. The ROA reserves the right, whenever it has cause to believe that a violation of one or more of the provisions of the Declaration or Policies/Rules/Regulations has occurred or continues to exist, to enter upon any Parcel to investigate the circumstances related to the violation and, if it deems appropriate, to summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. However, prior to any such removal or abatement the property Owner will be advised in writing by the ROA, sent to the last recorded address of the owner of record, of the nature and circumstances of the violation and be given a reasonable time to correct the violation, normally not to exceed thirty (30) days. Any costs incurred in the correction of the violation shall be at the expense of the property Owner. Property Owners expressly agree to abide by the injunctions, without necessity of bond, in order to simplify judicial proceedings to remedy covenant violations.
- c. If the ROA employs an attorney or if a judicial action is initiated to prohibit or cure a violation, the violating Owner shall pay all costs of the enforcement proceeding, including attorney fees. All expenses and costs incurred by the ROA in enforcing or defending provisions of the Declaration or Policies /Rules/Regulations shall be a lien on the Parcel of the violating Owner.
- d. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.
- e. The ROA may impose penalties and fines for covenant violations as published in an ROA Policy.

#### **ARTICLE IX:**

#### **CONDITIONS**

**9.1** In the event one or more of the foregoing provisions of this Declaration shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other provisions not so declared to be void.,



**9.2** In the event the meaning of any provision of this Declaration is unclear, ambiguous or contradictory, the Board shall determine its proper meaning to fulfill the intent of this Declaration. The Board is authorized to record a statement of clarification or meaning as to any such provision with the Clerk and Recorder of Teller County.

## **ARTICLE X:**

### **LIABILITY OF ROA OFFICERS, DIRECTORS AND**

#### **COMMITTEE MEMBERS:**

The Officers, Directors, and Committee members of the ROA shall not be liable to any person or Parcel Owner by reason of any good faith actions, failure to act, approval, disapproval or failure to approve construction plans and requests, or any other act resulting from their voluntary service on or to the ROA.

## **ARTICLE XI:**

### **LEGAL DESCRIPTION**

THOSE TRACTS OF LAND LOCATED IN SECTIONS 4, 5, 7, 8 AND 9 TOWNSHIP 14 SOUTH, RANGE 70 WEST OF THE 6th PRINCIPAL MERIDIAN, TELLER COUNTY, COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER SAID SECTION 8: THENCE N 03°08'28" E ALONG THE EASTERLY LINE OF TRACT NO. 37 A DISTANCE OF 1313.26 FEET TO CORNER NO. 5 THEREOF; THENCE N 02°04'11" E A DISTANCE OF 1320.23 FEET TO CORNER NO.8 SAID TRACT NO.37 THENCE N 02°00'24" E A DISTANCE OF 225.53 FEET: THENCE S 86°33'47" W A DISTANCE OF 1806.00 FEET; THENCE N 00°01'40" W A DISTANCE OF 852.38 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NE 1/4 NW1/4 SAID SECTION 7: THENCE N 87°52'56" E ALONG THE SOUTHERLY LINE OF SAID NE1/4 NW1/4 A DISTANCE OF 506.00 FEET TO THE SOUTHEAST CORNER THEREOF: HENCE N02°05'27" E ALONG THE EASTERLY LINE OF SAID NE1/4 NW1/4 A DISTANCE 1269.40 FEET TO THE NORTHWEST CORNER OF THE NE1/4 SAID SECTION 7:THENCE 89°05'33" E ALONG THE NORTHERLY LINE SAID NE1/4 A DISTANCE OF 2627.52 FEET TO THE NORTHEAST CORNER SAID SECTION 7: THENCE S 17°17'59" W ALONG THE EASTERLY LINE NE1/4 NE 1/4 SAID SECTION 7 A DISTANCE OF 1267.87 FEET TO THE SOUTHEAST CORNER OF SAID NE1/4 NE1/4: THENCE N 89°32'42" E ALONG THE SOUTHERLY LINE OF THE NW1/4 NW1/4 SAID SECTION 8 A DISTANCE OF 1350.38 FEET TO THE SOUTHEAST CORNER THEREOF: THENCE N 16°05'14" E ALONG THE WESTERLY LINE

NE1/4 NW1/4 SAID SECTION 8 A DISTANCE OF 1271.33 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4 NW1/4: THENCE N 04°15'14" E ALONG THE WESTERLY LINE E1/2 SW1/4 SAID SECTION 5 A DISTANCE OF 2672.35 FEET TO THE NORTHWEST CORNER THEREOF: THENCE N 88°46'41" E ALONG THE NORTHERLY LINE NE 1/4 SW1/4 SAID SECTION 5 A DISTANCE OF 1325.65 FEET TO THE SOUTHWEST CORNER OF THE SW1/4 NE1/4 SAID SECTION 5: THENCE N 04°14'14" E ALONG THE WESTERLY LINE SAID SW1/4 NE1/4 A DISTANCE OF 1318.45 FEET TO THE NORTHWEST CORNER THEREOF: THENCE N 88°20'21" E ALONG THE NORTHERLY LINE SW1/4 NE 1/4 SAID SECTION 5 A DISTANCE OF 1008.69 FEET THENCE N 36°25'22" E A DISTANCE OF 292.50 FEET: THENCE N 16°29'33" E A DISTANCE OF 518.24 FEET THENCE N 87°13'53" E A DISTANCE OF 40.79 FEET: THENCE N 04°13'37" E ALONG THE WESTERLY LINE NE 1/4 NE1/4 SAID SECTION 5 A DISTANCE OF 144.89 FEET: THENCE N 88°20'40" E A DISTANCE OF 237.80 FEET: THENCE N 04°13'37" E A DISTANCE OF 424.36 FEET TO A POINT OF THE NORTHERLY LINE NE1/4 NE1/4 SAID SECTION 5: THENCE N 88°20'40" E ALONG SAID NORTHERLY LINE NE1/4 NE1/4 A DISTANCE OF 1078.69 FEET TO THE NORTHEAST CORNER THEREOF: THENCE S 04°13'00" W ALONG THE EASTERLY LINE SAID NE1/4 NE1/4 A DISTANCE OF 1296.40 FEET TO THE SOUTHEAST CORNER THEREOF: THENCE S 88°35'43" E ALONG THE NORTHERLY LINE S1/2 NW1/4 SAID SECTION 4 A DISTANCE OF 2710.46 FEET TO THE NORTHEAST CORNER THEREOF: THENCE S 04° 47'31" W ALONG THE EASTERLY LINE W1/2 SAID SECTION 4 A DISTANCE OF 4021.44 FEET TO THE SOUTHEAST CORNER THEREOF: THENCE S 13°53'21" W ALONG THE EASTERLY LINE W1/2 SAID SECTION 9 A DISTANCE OF 4989.09 FEET TO THE SOUTHEAST CORNER THEREOF: THENCE S 88°02'41" W ALONG SOUTHERLY LINE SAID W1/2 SECTION 9 A DISTANCE OF 2710.21 FEET TO THE SOUTHWEST CORNER SAID SECTION 9: THENCE N 87°05'51" W ALONG THE SOUTHERLY E1/2 SAID SECTION 8 A DISTANCE OF 2703.34 FEET TO THE SOUTHWEST ORNER THEREOF: THENCE N 15°10'41" E ALONG THE EASTERLY LINE SE1/4 SW1/4 SAID SECTION 8 TO NORTHEAST CORNER THEREOF: THENCE S 89°35'11" W ALONG THE NORTHERLY LINE OF SAID SE1/4 SW1/4 SECTION 8 A DISTANCE OF 1416.18 FEET TO THE NORTHWEST CORNER THEREOF: THENCE S 15°12'55"W ALONG THE WESTERLY LINE SAID SE1/4 SW1/4 SECTION 8 A DISTANCE OF 1262.19 FEET TO THE SOUTHWEST CORNER THEREOF: THENCE S 88°23'44"W ALONG THE SOUTHERLY LINE SW1/4 SW1/4 SAID SECTION 8 A DISTANCE OF 1425.71 FEET TO THE POINT OF BEGINNING, CONTAINING 1584.38 ACRES MORE OR LESS. PLUS B LAZY M RANCH TRACT 46 LOCATED IN SECTION 7 TOWNSHIP 14 SOUTH RANGE 70 WEST ENCOMPASSING THE FOLLOWING: BEGINNING AT THE SOUTHWEST ORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) NORTHWEST ONE-QUARTER (NW 1/4) SAID SECTION 7; THENCE N 87°52'56" E A DISTANCE OF 752.06 FEET: THENCE S 00°01'40" E A DISTANCE OF 852.38 FEET: THENCE S 86°33'47" W A DISTANCE OF 2149.13 FEET: THENCE N

04°22'36" E A DISTANCE OF 882.93 FEET: THENCE S 86°51'28" E A DISTANCE OF 1222.58 FEET: THENCE N 36°53'56" E A DISTANCE OF 175.19 FEET TO THE POINT OF BEGINNING CONTAINING 40.07 ACRES MORE OR LESS; FOR A TOTAL OF 1624.45 ACRES MORE OR LESS.

**BALANCE OF THIS PAGE LEFT BLANK**

### AFFIDAVIT

Gary A. Ledford and Cullen Wheelock, being of lawful age and first duly sworn upon oath, depose and state:

1. Gary A. Ledford is the President of the B Lazy M Ranch Owner's Association, Inc.
2. Cullen Wheelock is the Secretary of the B Lazy M Ranch Owner's Association, Inc.
3. Gary A. Ledford and Cullen Wheelock certify that the above acknowledgements by owners constitute the signatures of more than 67% of the owners in B Lazy M Ranch, representing more than 67% of the parcels in the B Lazy M Ranch.

FURTHER, THE AFFIANTS SAYETH NAUGHT. WE HAVE READ THE FOREGOING AFFIDAVIT AND THESE STATEMENTS CONTAINED HEREIN AND THEY ARE TRUE TO THE BEST OF OUR KNOWLEDGE

B Lazy M Ranch Owner's Association, Inc.  
A Colorado Non-Profit Association

By: Gary A. Ledford  
Gary A. Ledford  
President

By: Cullen Wheelock  
Cullen Wheelock  
Secretary

STATE OF COLORADO)

COUNTY OF TELLER)

SUBSCRIBED AND SWORN to before me this 14th day of August, 2006, by Gary A. Ledford, President of the B Lazy M Ranch Owner's Association, Inc. and Cullen Wheelock, Secretary of the B Lazy M Ranch Owner's Association, Inc..

Witness my hand and official seal.

My Commission expires: 9/28/2008

Shirley Bobage  
Notary Public



I/We the owners of Parcel[s] Numbers 3 & 5, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: AUG 14th 2006

By: \_\_\_\_\_

Print Name: GARY A. LEDFORD

Print Address: 906 Old Ranch Rd, Florissant, CO 80816

By: Winifred Ledford

Print Name: Winifred Ledford

Print Address: 906 Old Ranch Rd  
Florissant, CO 80816

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 14th day of August 2006 by  
Gary A. Ledford and Winifred Ledford

Witness my hand and official seal

My commission expires: 9/28/2008



Shirley B. Borge  
Notary Public

I/We the owners of Parcel[s] Numbers - 4 -, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: July 18, 2006

By: James E. Perkins

Print Name: JAMES E. PERKINS

Print Address: 57 W. GLENROSE DR., Pueblo West, CO 81007

By: Veta C. Perkins

Print Name: Veta C. PERKINS

Print Address: 57 W. GLENROSE DR., Pueblo West, CO 81007

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 18<sup>th</sup> day of July 2006 by  
Veta PERKINS and JAMES PERKINS

Witness my hand and official seal.

My commission expires: Aug 3, 2009



My commission expires August 3, 2009

Glenna Baldwin  
Notary Public

¶/We the owners of Parcel[s] Numbers 6, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 25 July 2006

By: [Signature]

Print Name: ROBIN M. WOODRUFF

Print Address: 630 CELTIC CT, COLO. SP65. CO 80921

By: [Signature]

Print Name: VIRGINIA L. WOODRUFF

Print Address: 630 CELTIC CT, COLO SP65 CO 80921

STATE OF COLORADO)

El Paso  
COUNTY OF TELLER)

The foregoing document was acknowledged before me this 25 day of July 2006 by  
Robin M Woodruff and Virginia L Woodruff

Witness my hand and official seal.

My commission expires: 6/3/2010



My Commission Expires  
6/3/2010

[Signature]  
Notary Public

I/We the owners of Parcel[s] Numbers 7, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7/18/06

By: \_\_\_\_\_

Print Name: Robert Marasco

Print Address: PO Box 981330 Park City Utah 84098

By: \_\_\_\_\_

Print Name: Judith Marasco

Print Address: Judith Marasco  
PO Box 981330 Park City UT 84098  
Utah

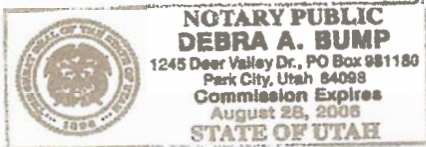
STATE OF COLORADO)

Summit  
COUNTY OF TELLER)

The foregoing document was acknowledged before me this 18th day of July 2006 by  
Robert Marasco and Judith Marasco

Witness my hand and official seal.

My commission expires: Aug. 28, 2006



Debra A Bump  
Notary Public



I/We the owners of Parcel[s] Numbers 8, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: July 17, 2006

By: Kenneth H. Barber

Print Name: Kenneth H. Barber

Print Address: 39 Martland Rd, Color Spgs, CO 80906

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

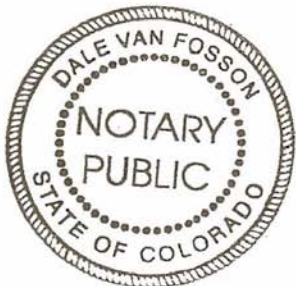
STATE OF COLORADO)

El Paso  
COUNTY OF ~~TELLER~~)

The foregoing document was acknowledged before me this 17 day of July 2006 by  
Kenneth H. Barber and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 8/9/2008



Dale Van Fossan  
Notary Public

I/We the owners of Parcel[s] Numbers LOT 9, do hereby agree to change the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7/19/06

By: Walter E. Ryness

Print Name: WALTER E. RYNESS

Print Address: 220 HAY CREEK RD. FLORISSANT, CO 80816

By: Dorothea A. Ryness

Print Name: DOROTHEA A. RYNESS

Print Address: 220 HAY CREEK RD. FLORISSANT, CO 80816

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 19<sup>th</sup> day of July 2006 by Dorothea A. Ryness and Walter E. Ryness

Witness my hand and official seal.

My commission expires: My Commission Expires 03-06-2008



Darla M. Crippen  
Notary Public

I/We the owners of Parcel[s] Numbers 10, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 8/4/06

By: Linda J Southworth

Print Name: LINDA J. SOUTHWORTH

Print Address: 451 S. OGDEN ST., DENVER, CO 80209

By: Dale Southworth

Print Name: Dale Southworth

Print Address: 451 S. Ogden St. Denver, CO 80209

STATE OF COLORADO)

COUNTY OF ~~TELLER~~) Denver

The foregoing document was acknowledged before me this 4 day of August 2006 by  
Linda Southworth and Dale Southworth

Witness my hand and official seal.

My commission expires: 5/16/09



MY COMMISSION EXPIRES 5/16/2009

Angela St. Louis  
Notary Public

I/We the owners of Parcel[s] Numbers \_\_\_\_\_, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2006 by  
\_\_\_\_\_ and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

OWNER COPY -  
Please Sign/Notarize & Mail Attached



I/We the owners of Parcel[s] Numbers 11, 14, 15, 18 & 19, do hereby agree to change the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 8-14-06

By: Gary McKibben

Print Name: GARY MCKIBBEN

Print Address: 905 GLOUM, DALLAS, TX 75207

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

Texas  
STATE OF ~~COLORADO~~  
Dallas  
COUNTY OF ~~TELLER~~

The foregoing document was acknowledged before me this 14<sup>th</sup> day of August 2006 by  
Gary D. McKibben and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 10-05-2007



Linda Kay Ollar  
Notary Public

I/We the owners of Parcel[s] Numbers 12, 13, do hereby agree to change the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 8/1/06

By: John W. Towner  
Print Name: John W. Towner

Print Address: 121 Cnty Rd 5 Drive, Co. 80824

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF COLORADO)

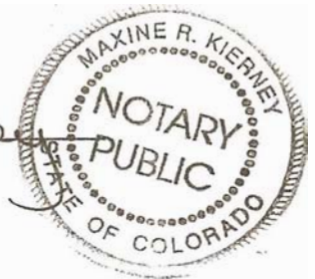
COUNTY OF TELLER)

The foregoing document was acknowledged before me this 1 day of August 2006 by  
John W. Towner and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 6-16-11

Maxine R. Kierney  
Notary Public



I/We the owners of Parcel[s] Numbers 16 & 17, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: July 25, 2006

By: [Signature]

Print Name: Michael Richardson

Print Address: PO Box 38, Fort Meade, MD 20755

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

MARYLAND  
STATE OF COLORADO)

The foregoing document was acknowledged before me this 25 day of July 2006 by  
MICHAEL RICHARDSON and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 1 MAR 2007

[Signature]  
Notary Public

CHARLES T. FRENCH  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires March 1, 2007



Amended and Re-Stated Covenants Conditions and Restrictions  
B Lazy M Ranch 2006

Signature page 21 - 1 of 37  
pages - Page 13 - Richardson  
Lots 16 & 17

I/We the owners of Parcel[s] Numbers 20, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7-22-06

By: [Signature]

Print Name: Randy Nelson

Print Address: 127 Scout Camp Trail, Florissant, CO 80811

By: [Signature]

Print Name: Charlotte Nelson

Print Address: 127 Scout Camp Trail, Florissant, CO 80816

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 22<sup>nd</sup> day of July 2006 by  
Randy Nelson and Charlotte Nelson

Witness my hand and official seal.

My commission expires:

Darla M Crippen

My Commission Expires 03-05-2008

My Commission Expires 03-05-2008

Darla M Crippen

Notary Public





I/We the owners of Parcel[s] Numbers TWENTY ONE, do hereby agree to change the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 18 July 2006

By: Stanley E Chatfield  
Print Name: STANLEY E. CHATFIELD

Print Address: 120 WEST STIRRUP TRAIL  
MONUMENT, CO. 80132

By: Margery C Chatfield

Print Name: MARGERY C. CHATFIELD

Print Address: 120 WEST STIRRUP TRAIL  
MONUMENT, CO. 80132

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 18<sup>th</sup> day of July, 2006 by STANLEY E. CHATFIELD and MARGERY C. CHATFIELD

Witness my hand and official seal.

My commission expires: 2/28/2010

Sandra J. Boff  
Notary Public



I/We the owners of Parcel[s] Numbers 22, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 21 July 2006

By: Michael King

Print Name: Michael King

Print Address: 4134 S. Kalispell St

By: Linda King

Print Name: Linda King

Print Address: 4134 S. Kalispell St

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 21<sup>st</sup> day of July 2006 by  
Michael S. King and Linda King

Witness my hand and official seal.

My commission expires: July 14, 2009

Sara S. Coleman  
Notary Public

SARA S. COLEMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 07/14/2009

I/We the owners of Parcel[s] Numbers 24, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7-24-06

By: Cullen A Wheelock

Print Name: Cullen A Wheelock

Print Address: 427 Wind Dancer Circle

By: Floissant CO 80814

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 24<sup>th</sup> day of July 2006 by  
Cullen A. Wheelock and \_\_\_\_\_

Witness my hand and official seal.

My Commission Expires 08-27-06

My commission expires: \_\_\_\_\_



Sherri S Rainey  
Notary Public

I/We the owners of Parcel[s] Numbers 24, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7-24-06

By: Cullen A. Wheelock

Print Name: Cullen A. Wheelock

Print Address: 427 Wind Dancer Circle

By: Florisant, CO 80816

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2006 by  
\_\_\_\_\_ and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



OWNER COPY -

Please Sign/Notarize & Mail Attached



I/We the owners of Parcel[s] Numbers 25, do hereby agree to change the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 8/7/2006

By: Diane L. Coughenour

Print Name: DIANE L. COUGHENOUR

Print Address: 12113 Wenonga  
Leawood, Kansas 66209

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF KANSAS    ))

COUNTY OF JOHNSON.)

The foregoing document was acknowledged before me this 7 day of August 2006 by  
RITA GUALTIER and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 12 20 2008



Rita Gualtier  
Notary Public

I/We the owners of Parcel[s] Numbers 25, do hereby agree to change the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 8/2/06

By: Janet H. McIlvain  
Print Name: JANET H. MCILVAIN

Print Address: 332 North Stratford  
Wichita, Kansas 67206

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF KANSAS )

COUNTY OF SEDGWICK

The foregoing document was acknowledged before me this 2<sup>nd</sup> day of August 2006 by  
Janet H. McIlvain and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 8/22/2009



Katy O'Grady  
Notary Public

I/We the owners of Parcel[s] Numbers 26, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: July 26, 2006

By: Judith Ann Ruder  
Print Name: JUDITH ANN RUDER  
Print Address: PO Box 920583  
DUTCH HARBOR, AK 99692  
By: Formerly known As: Judith Ann Morehead

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

ALASKA  
STATE OF COLORADO)

The foregoing document was acknowledged before me this 26<sup>th</sup> day of JULY 2006 by an  
UNALASKA, ALASKA and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 03-07-2009



Conrado Magpantay  
Notary Public

Amended and Re-Styled Covenants Conditions and Restrictions  
B Lazy M Ranch 2006

Signature page 21 - 1 of 37  
pages - Page 20 - 1 - Ruder  
Lot 26

I/We the owners of Parcel[s] Numbers 27, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: July 20, 2006

By: Gail Hallock

Print Name: Gail Hallock

Print Address: 13256 Spica Drive, Littleton, CO 80124

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF COLORADO)

The foregoing document was acknowledged before me this 20 day of July 2006 by  
Gail Hallock and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 10-3-07



Martine B. Thompson  
Notary Public



I/We the owners of Parcel[s] Numbers 29, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: July 21, 2006

LYNN WALL CROSBY TRUST

By: Lynn Wall Crosby, Trustee

Print Name: Lynn Wall Crosby

Print Address: 115 Dome Rock Trail Florissant, CO 80816

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_



STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 21<sup>st</sup> day of JULY 2006 by  
Lynn Wall Crosby and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: My Commission Expires 03/09/2010

Linda M. McCormack  
Notary Public

I/We the owners of Parcel[s] Numbers 31, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7-18-06

By: Walter J. Smith  
Print Name: WALTER J. SMITH  
Print Address: PO Box 957  
STILWELL, OK 74960

By: Linda J. Smith  
Print Name: Linda J. Smith  
Print Address: P.O. Box 957  
STILWELL, OK 74960

OKLAHOMA  
STATE OF COLORADO)

The foregoing document was acknowledged before me this 18 day of July 2006 by  
Walter J. Smith and Linda J. Smith

Witness my hand and official seal.

My commission expires: 12-04-06



Diana R. Winney  
Notary Public

I/We the owners of Parcel[s] Numbers 32, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7-19-06

WIND DANCER LODGE LLC

By: James B. Hattan

Print Name: JAMES B. HATTAN - CO MANAGER

Print Address: 543 BIRKDALE CT. WICHITA, KS. 67230

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

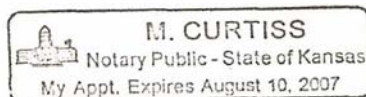
Print Address: \_\_\_\_\_

KANSAS  
STATE OF COLORADO)

The foregoing document was acknowledged before me this 19 day of July 2006 by  
JAMES B. HATTAN and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 8/10/07



M. CURTISS  
Notary Public

Amended and Re-Stated Covenants Conditions and Restrictions  
B Lazy M Ranch 2006

Signature page 21 - 1 of 37  
pages - Page 24 - Wind  
Dancer Lodge LLC - Lot 32

I/We the owners of Parcel[s] Numbers 32, do hereby agree to change the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: July 20, 2006

WINDAKER LODGE LLC

By: John A. Hattan

Print Name: JOHN A. HATTAN CO-MANAGER

Print Address: 6 LAKE RIDGE DRIVE, GODDARD, KANSAS 67052

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

Kansas

STATE OF COLORADO)

The foregoing document was acknowledged before me this 20 day of July 2006 by  
JOHN A. HATTAN and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 12/22/07



D. N. Hattan  
Notary Public



I/We the owners of Parcel[s] Numbers 32, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7/20/06

WINDADGER LODGE LLC

By: [Signature]

Print Name: JERRY D. HATTAN CO MANAGER

Print Address: 3710 SHROVE LANE, Missouri City, TX 77459

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

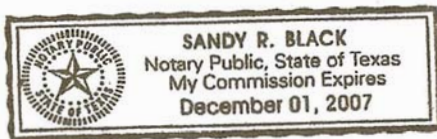
Texas

STATE OF ~~COLORADO~~)

The foregoing document was acknowledged before me this 20th day of July 2006 by  
Jerald Dean Hatten and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: December 01, 2007



[Signature]  
Notary Public

I/We the owners of Parcel[s] Numbers 33 (THIRTYTHREE) do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7-24-06

By: Ronnie B. Patterson

Print Name: RONNIE B. PATTERSON

Print Address: 13440 TELLER ONE FLORISSANT, CO 80816

By: Cynthia Patterson

Print Name: Cynthia Patterson

Print Address: 13440 Teller One Florissant, CO. 80816

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 24 day of July 2006 by  
Ronnie Patterson and Cynthia Patterson

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES 9/5/2007



Margie A. Keener  
Notary Public

I/We the owners of Parcel[s] Numbers 34, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7-26-06

By: Robert Silvers

Print Name: Robert Silvers

Print Address: 411 Wind Dancer

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF COLORADO)

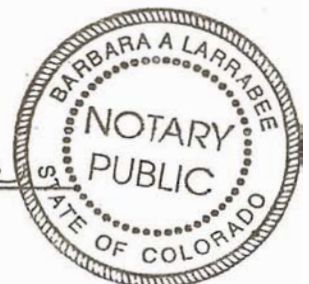
COUNTY OF TELLER)

The foregoing document was acknowledged before me this 25 day of JULY 2006 by  
Robert E. Silvers and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: My commission expires February 4, 2010

Barbara A. Larrabee  
Notary Public



I/We the owners of Parcel[s] Numbers 34, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 21 July 2006

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

By: Sharon Silvers

Print Name: Sharon Silvers

Print Address: 4400 Lind Drive

STATE OF COLORADO)

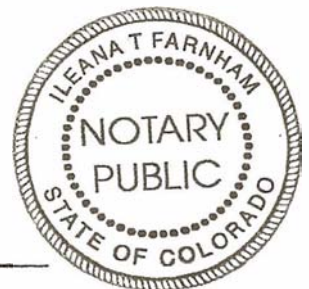
COUNTY OF TELLER)

The foregoing document was acknowledged before me this 21 day of July 2006 by  
Sharon Silvers and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 06/07/2009

Ileana T Farnham  
Notary Public





I/We the owners of Parcel[s] Numbers 35, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: Aug. 01, '06

By: William McDonald

Print Name: William McDonald

Print Address: P.O. Box 60351 Colorado Springs, CO  
80960

By: Mary McDonald

Print Name: Mary McDonald

Print Address: P.O. Box 60351 Colorado Springs, CO  
80960

STATE OF COLORADO)

COUNTY OF ~~TELLER~~) EL PASO

The foregoing document was acknowledged before me this 1 day of AUGUST 2006 by  
WILLIAM J. McDONALD and MARY J. McDONALD

Witness my hand and official seal.

My commission expires: 11/17/2007

Patricia A. Leggett  
Notary Public



I/We the owners of Parcel[s] Numbers 36, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7/28/2006

By: [Signature]

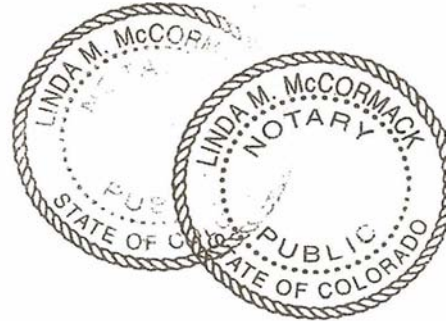
Print Name: BARRY WEBER

Print Address: 403 WIND DANCER CIR.

By: [Signature]

Print Name: GWEN WEBER

Print Address: 403 WIND DANCER CIR.



STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 28<sup>th</sup> day of JULY 2006 by  
BARRY WEBER and GWENDOLYN WEBER

Witness my hand and official seal.

My commission expires: My Commission Expires 03/09/2010

[Signature]  
Notary Public

I/We the owners of Parcel[s] Numbers 39, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7-17-2006

By: [Signature]  
Print Name: JACK E. BROWN

Print Address: 973 BALANCED ROCK ROAD

By: [Signature]

Print Name: Sheron M. Brown

Print Address: 973 Balanced Rock Rd  
Florissant, CO 80816

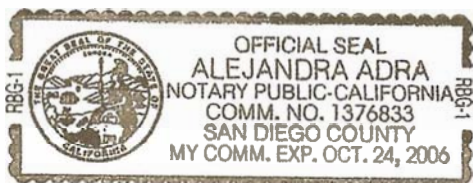
STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 17 day of July 2006 by  
Jack E. Brown and Sheron M. Brown

Witness my hand and official seal.

My commission expires: 10-24-06



[Signature]  
Notary Public

I/We the owners of Parcel[s] Numbers 40, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: Aug. 8, 2006

By: Phil Chermak

Print Name: Phil Chermak

Print Address: Lafayette, CO 80026

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF COLORADO)

The foregoing document was acknowledged before me this 8 day of Aug. 2006 by  
Philip J Chermak and NA

Witness my hand and official seal.

My commission expires: 10-28-2007

Alexandra J. Chermak  
Notary Public





I/We the owners of Parcel[s] Numbers 41, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: August 5, 2006

By: [Signature]

Print Name: Thomas M. Stavish

Print Address: 984 BALANCED ROCK RD. FLORISSANT, CO 80816

By: [Signature]

Print Name: Nancy L. Stavish

Print Address: 984 BALANCED ROCK RD. FLORISSANT, CO 80816

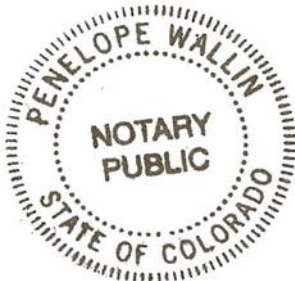
STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 5<sup>th</sup> day of August 2006 by  
Thomas M Stavish and Nancy L. Stavish

Witness my hand and official seal.

My commission expires: My Commission Expires 08-05-2006



[Signature]  
Notary Public

I/We the owners of Parcel[s] Numbers 42, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 7/19/06

By: Jerry LeVad

Print Name: Jerry LeVad

Print Address: 1305 Leslie Cir.  
Woodland Park, CO 80863

By: Joan LeVad

Print Name: JOAN LeVad

Print Address: 1305 Leslie Cir.  
Woodland Park, CO 80863

STATE OF COLORADO)

COUNTY OF TELLER)

The foregoing document was acknowledged before me this 28<sup>th</sup> day of July 2006 by  
Jerry LeVad and Joan LeVad

Witness my hand and official seal.

My commission expires: May 10, 2008



My Commission Expires 05/10/2008

Emilyanne Witt  
Notary Public

I/~~We~~ the owners of Parcel[s] Numbers 44 do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: August 9 - 2006

By: Margaret G. Stiles

Print Name: Margaret G. Stiles

Print Address: 329 Twenty Fifth Ave Monroe, WI 53566-2621

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

~~STATE OF COLORADO)~~ STATE OF WISCONSIN

~~COUNTY OF TELLER)~~ COUNTY OF GREEN

The foregoing document was acknowledged before me this 9<sup>TH</sup> day of AUGUST 2006 by  
MARGARET G. STILES and \_\_\_\_\_

Witness my hand and official seal.

My commission expires: 6-6-2010

Corrine L. Martin  
Notary Public



Amended and Re-Stated Covenants Conditions and Restrictions  
B Lazy M Ranch 2006

Signature page 21 - 1 of 37  
pages - Page 36 - Styles -  
Lot 44

I/We the owners of Parcel[s] Numbers 45, do hereby agree to change  
the Declaration of Protective Covenants for B Lazy Ranch as set forth hereinabove.

Dated: 8/1/06

By: Debbie Graham

Print Name: DEBBIE GRAHAM

Print Address: 875 OLD RANCH ROAD, FLORISSANT, COLO.

By: Harold Steven Graham

Print Name: HAROLD STEVEN GRAHAM

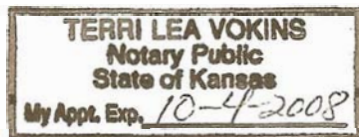
Print Address: 875 OLD RANCH ROAD.  
FLORISSANT, COLO

KANSAS  
STATE OF COLORADO)

The foregoing document was acknowledged before me this 1st day of August 2006 by  
Debbie Graham and Harold Steven Graham

Witness my hand and official seal.

My commission expires: \_\_\_\_\_



Terril Lea Vokins  
Notary Public