

The Ruby Ranch

AMENDED AND RESTATED
DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS
FOR THE RUBY RANCH SUBDIVISION

Approved as of March 11, 2025

2

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DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS
FOR THE RUBY RANCH

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RUBY RANCH (the "**Amended and Restated Declaration**") has been adopted and approved by the required number of Owners as of March 11, 2025.

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions for The Ruby Ranch was recorded on October 3, 1979, at Reception No. 197479 in the records of the Clerk and Recorder for Summit County, Colorado (the "**County Records**"), and amended on October 23, 1979 (recorded at Reception No. 198512 in the County Records), May 20, 1981 (recorded at Reception No. 223719 in the County Records), August 18, 1983 (recorded at Reception No. 261612 in the County Records), December 28, 1989 (recorded at Reception No. 380840 in the County Records), and June 28, 2000 (recorded at Reception No. 625749 in the County Records), collectively referred to herein as the "**Original Declaration**."

B. The Original Declaration can be amended with the approval of the Owners of at least sixty-seven percent (67%) of the Lots subject to the Original Declaration under Section 4 of Article XII of the Original Declaration, as modified by the Colorado Common Interest Ownership Act ("**CCIOA**").

C. As evidenced by the signature pages attached hereto, the Owners of at least sixty-seven percent (67%) of the Lots have approved this Amended and Restated Declaration.

D. By their execution below, the President and Secretary of the Association (as defined below) certify that the Amended and Restated Declaration was duly approved and consented to by at least sixty-seven percent (67%) of the Owners.

NOW THEREFORE, the Owners hereby repeal in its entirety the Original Declaration and declare that all of the property legally described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**") shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all Owners and other persons and entities having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, their heirs, successors and assigns.

ARTICLE 1 – PURPOSE OF COVENANTS

Section 1. **General Requirements**. It is the intention of the Owners as expressed by their execution of this instrument, that the Property be owned, used, and maintained as a highly desirable rural residential area. It is the purpose of this Amended and Restated Declaration that the present

natural beauty, the natural growth and native setting and surroundings of the Property shall always be protected insofar as it is possible in connection with the uses and structures permitted by this Amended and Restated Declaration. It is of primary intent that the seclusion of each home site in the Property from neighboring home sites shall be protected insofar as is possible.

ARTICLE II – DEFINITIONS

“Association” shall mean and refer to The Ruby Ranch Owners Association, a Colorado non-profit corporation, its successors and assigns.

“Board of Directors” shall mean and refer to the board of directors of the Association duly elected by the Members in accordance with the Articles of Incorporation and By-Laws of the Association.

“By-Laws” shall mean and refer to the by-laws adopted by the Board of Directors of the Association, as amended from time to time.

“Common Area” shall mean and refer to all real and personal property (including the improvements thereto) owned by the District for the common use and enjoyment of the Owners.

“County Records” shall mean and refer to the real property records of the Clerk and Recorder for Summit County, Colorado.

“District” shall mean and refer to the Willow Brook Metropolitan District, to which all rights and obligations relating to Common Areas were transferred, consistent with Article III, Section 2(d) of the Original Declaration, by a General Warranty Deed and Assignment of Rights and Obligations recorded in the County Records on July 15, 1992, at reception numbers 424926 and 424929 respectively.

“Lot” shall mean and refer to (1) lots ____ through ____ as shown upon the recorded Plats of the Property, (2) the lots containing a building envelope resulting from the re-subdivision of any platted lot into two buildable lots prior to June 1, 2000, and (3) the lot resulting from the recombination of two lots.

“Members” shall mean and refer to the members of the Association as set forth in Article IV, Section 2 below.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

“Plat” or “Plats” shall mean and refer to the recorded subdivision plats of the Property duly approved by the Board of County Commissioners of Summit County, Colorado, and duly recorded in the County Records and which are legally described on Exhibit A.

“Platted Lot” shall mean and refer to any plot of land shown upon any recorded Plat of the Property with the exception of the tracts.

4

"Property" shall mean and refer to the real property legally described in Exhibit A attached hereto and incorporated herein by this reference.

ARTICLE III – PROPERTY RIGHTS

Section 1. Platted Roads are Private. All platted roads in the Property are owned by the District and are private roads for access to all Lots within the subdivision by owners and their guests and emergency vehicles of public agencies. All maintenance, including, but not limited to, snowplowing, shall be performed by the District. No costs of road maintenance shall be borne by Summit County or the Association.

Section 2. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area tracts which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the District to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the District to enter into written contracts allowing certain equestrian activities on the portion of the Common Area designated as Tract K on a Plat which, in the opinion of the Board of Directors of the District, enhance the concept of the Property maintaining the appearance a working ranch or a guest ranch. By way of illustration, but not limitation, such activities may include grazing horses, recreational activities like barbeques, temporary meeting tents, baseball or horseshoe games, family reunion parties, sleigh rides and hayrides, and guided horseback rides.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities located on the Common Area to the members of the Owner's family and the Owner's tenants who reside on such Owner's Lot.

ARTICLE IV - THE RUBY RANCH OWNERS ASSOCIATION MEMBERSHIP and VOTING RIGHTS

Section 1. Formation of the Ruby Ranch Owners Association. The Association has been formed as a Colorado corporation not for profit, as provided by the statutes of the State of Colorado. Articles of Incorporation have been recorded in the County Records, are presently in effect, and have been filed with the Secretary of State. The Articles of Incorporation of the Association may be amended from time to time and such amendments shall be recorded in the County Records. A Board of Directors has been established in accordance with the Articles of Incorporation and the Association shall establish by-laws for its operation.

Section 2. Membership in the Association. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Voting Rights of Members of the Association. The Association shall have one class of voting membership—Class A. Class A member(s) shall be all Owners and shall be entitled to two votes for each originally Platted Lot owned, being a total of 54 lots. When more than one person holds an interest in any such Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine but in no event shall more than two votes be cast with respect to any originally Platted Lot. If any originally Platted Lot was re-subdivided into two Lots on or before June 1, 2000, then each of the two re-subdivided Lots shall be entitled to one vote. If previously re-subdivided Lots are re-combined into a single Lot, the resulting Lot shall have two votes. If two originally Platted Lots are combined into a single Lot, such resulting Lot shall be entitled to four votes. The number of Class A votes shall be held constant at 108 votes.

Section 4. Notice and Quorum for Meetings. Written notice of any annual or special meeting shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. The presence of members or of proxies entitled to cast one-tenth (1/10th) of all the votes of the membership shall constitute a quorum. If the required quorum is not present or represented at the meeting, the members entitled to vote who are in attendance or represented at such meeting shall have power to adjourn the meeting to a date certain without notice other than announcement at the meeting until a quorum is present or represented at such adjourned meeting. If a quorum still is not present or represented, the Board of Directors of the Association may continue to adjourn the meeting from time to time until a quorum as aforesaid shall be present or represented at a subsequent meeting.

ARTICLE-V - COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) supplemental assessments for proper Association purposes. Such assessments shall be established and collected as hereinafter provided. The annual and supplemental assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Such lien may be foreclosed in the manner provided for foreclosure of mortgages on real estate by the law and court rules then in effect in the State of Colorado. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was (were) the Owner(s) of such Lot at the time when the assessment was due and payable and such personal obligation shall continue after such Owner(s) has conveyed the Lot to another person or entity. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property.

Section 3. Annual Assessment. On or before October 1 of each calendar year, the annual assessment for the following calendar year shall be set by the Board of Directors as provided herein

6

in such amount as is adequate to provide for the needs of the Association as determined by the Board of Directors.

Section 4. Supplemental Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a supplemental assessment applicable to that year only for the purpose of defraying, in whole or in part, Association costs for proper Association purposes that were not anticipated when the annual assessment was determined, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment. Both annual and supplemental assessments must be fixed according to the acreage per Lot or such other criteria as may be determined by the Board of Directors provided the system used is uniform and fair and applies equally to all Lots. All assessments may be collected on a monthly or quarterly basis as determined by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments: Due Dates. Within ninety (90) days after adoption of a proposed budget for the Association, the Board of Directors shall mail, by first-class mail, or otherwise deliver, including posting the proposed budget on the Association's website, a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider the budget. The meeting must occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the By-laws. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association shall adopt and follow a written collection policy. After complying with the collection policy and applicable Colorado law, the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In the event an action at law or foreclosure is necessary to collect the assessment, the Association may collect its costs of collection, including reasonable attorney's fees and court costs.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such a sale or transfer. No sale or transfer

7

shall relieve such Lot owner from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI - ARCHITECTURAL COMMITTEE

Section 1. Architectural Committee. The Architectural Committee shall mean three persons with specific experience in mountain home planning and building appointed by the Board of Directors of the Association. Said Architectural Committee shall have and exercise all of the powers, duties, and responsibilities set out in this Article VI.

Section 2. Approval by Architectural Committee. No improvements of any kind, including but not limited to dwelling houses, barns, stables, out-buildings, swimming pools, tennis courts, ponds, access roads, parking areas, fences, walls, garages, drives, antennas, flagpoles, curbs and walks, shall ever be constructed or altered on any lands within the Property, nor may any vegetation be altered or destroyed nor any landscaping performed on any tract, unless the complete architectural plans for such construction or alteration or landscaping are approved in writing as to the harmony of external design and location in relation to topography, tree cover and buildings on surrounding Lots, by the Architectural Committee prior to the commencement of such work.

All buildings must be located substantially within buildable areas assigned to each Lot as shown on a development guide map provided for each Lot.

The Architectural Committee may establish guidelines and policies for specific design criteria (collectively the "Design Criteria") from time to time as needed to ensure the architectural integrity of all improvements within the Property. In the event the Architectural Committee fails to take any action within thirty (30) days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any architectural plans, the person or entity submitting such architectural plans may appeal the matter to the next annual or special meeting of the Members of the Association, where a vote of at least two-thirds of the votes entitled to be cast at said meeting shall be required to change the decision of the Architectural Committee.

Section 3. Variances. Where circumstances, such as topography, location of property lines, location of trees and brush, or other matters require, the Architectural Committee may recommend reasonable variances in writing as to any of the covenants contained in this Amended and Restated Declaration or to any of the Design Criteria adopted by the Architectural Committee, on such terms and conditions as it shall determine to be appropriate, to the Board of Directors of the Association. If the Board of Directors does not disapprove the recommendation, in writing, within thirty (30) days after receipt of same, the proposed variance shall be deemed granted and approved by the Board of Directors.

Section 4. General Requirements. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands within the Property conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade, and finished

ground elevation. The Architectural Committee shall protect the seclusion of each home site from other home sites insofar as possible.

Section 5. Preliminary Approvals. Persons or associations who anticipate construction improvements on lands within the Property whether they already own a Lot in The Ruby Ranch or are contemplating the purchase of a Lot, may submit preliminary sketches of such improvements to the Architectural Committee for informal and preliminary approval or disapproval, but the Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval until such time as complete architectural plans are submitted and approved or disapproved.

Section 6. Architectural Plans. The Architectural Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it in this Article V.

Section 7. Architectural Committee Not Liable. The Architectural Committee shall not be liable in damages to any person or association submitting any architectural plans for approval, or to any owner or owners of land within the Property, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person or association acquiring title to any property in the Property, or any person or association submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

Section 8. Written Records. The Architectural Committee shall keep and safeguard for at least five years complete permanent written records of all applications for approval submitted to it (including one set of all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

ARTICLE VII - GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

Section 1. Zoning Regulations. No lands within the Property shall ever be occupied or used for any structure or purpose or in any manner which is contrary to either the zoning regulations of Summit County, Colorado, or the approved Master Plan for The Ruby Ranch.

Section 2. No Mining, Drilling or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted within the limits of the Property, except for drilling for water for domestic use when such drilling is done by a duly constituted water and sanitation or metropolitan services district.

Section 3. Home Office/Business. Individual Lots within the Property may be used for a home office/business which is defined as a commercial enterprise conducted by a person in his residence. No other commercial enterprise or business shall be allowed. In order for a commercial activity to be considered as a home office/business within the meaning of this section, the following criteria shall be met):

- (a) The activity shall be located on the same Lot as the residence of the person conducting the home office/business, and the activity shall be entirely contained within the person's residence. The location of the home office/business shall not interfere with the provision of required parking spaces.
- (b) The activity is carried on by the person(s) who reside(s) at the same location.
- (c) The activity is incidental and secondary to the use of the property for residential purposes.
- (d) The amount of space used for the activity does not exceed 25% of the total building square footage contained on the property or 1000 square feet, whichever is less.
- (e) The activity does not result in any objectionable noise, fumes, dust, or electrical disturbance, nor does it increase traffic volumes or the amount of parking in the immediate neighborhood.
- (f) The activity does not include any window or outdoor display of goods, stock in trade, or other commodities, and does not include any retail sales on the premises. A dwelling unit where a home office/business is located shall not be used as a point for customer visits, pick-ups, or deliveries. The outdoor storage of goods, stock in trade and other commodities shall be prohibited.
- (g) In no event shall any sign advertising the office/business be allowed.
- (h) Prior to opening the home office/business, the person desiring to open the home office/business shall have notified the Association and requested approval of the home office/business. The home office/business may not be conducted without the approval of the Board of Directors of the Association. The Board of Directors of the Association has the authority to determine whether or not a particular enterprise qualifies as a home office/business and meets the requirements of these covenants.
- (i) Certain businesses and commercial enterprises are specifically excluded from the criteria for a home office/business. The specific businesses that are excluded under this Amended and Restated Declaration are, by way of illustration but not limitation: no store of any kind, no hospital, sanatorium, or other place for the care or treatment of the sick or disabled, physically or mentally except to the extent the treatment is provided telephonically or virtually (e.g. telemedicine consultations); nor any public theater, bar, restaurant, or other public place of entertainment; nor any church; or any residential building housing more than two families shall ever be construed, opened, or permitted to remain within the Property except to the extent required to be permitted by the Fair Housing Act, 42 U.S.C. 3601 et seq. The Board of Directors of the Association may adopt policies describing additional businesses and commercial enterprises that are specifically excluded because the uses do not meet the criteria for a home office/business set forth in paragraphs (a) through (h) of this Section 3. The policies adopted by the Board of Directors of the

Association also may include provisions regulating the use of any home that qualifies as a licensed "family child care home" under CCIOA to the extent permitted under CCIOA.

Section 4. Signs. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot, Common Area tract, or road in the Property. The Association may establish reasonable, content-neutral sign regulations based on the number, placement, or size of the signs or on other objective factors. (See Sections 3 and 4.1)

Section 4.1 Driveway Signs. Each Lot owner will be required to install a standard uniform signpost in a style which has been approved by the Architectural Committee at the driveway access to every residence. The cost for the uniform post and sign shall be assessed at the time of approval of the site plan. Installation shall be the responsibility of the owner and shall be subject to the inspection and approval of the Architectural Committee. Each sign and post shall contain a metal plate and reflective numerals showing the address assigned by Summit County. In the event the owner wishes to sell or rent the residence, an "availability" sign may be installed to hang on the uniform post. Such signs will conform to the size and criteria set by the Architectural Committee. Any availability signs shall be paid for by the owner prior to installation and may utilize the listing company's logo and name. Owners may use additional signage to designate their residence so long as the proposed additional signage is approved by the Architectural Committee. It shall be the owner's responsibility to keep the post and signage in good repair. Signs may be removed by an agent of the Architectural Committee for reason of disrepair or outdated listings.

Section 5. Domestic Pets. No animal shall be kept on any lands in the Property except ordinary household pets and horses (see Article VII, Section 6, below) belonging to the household. No more than two dogs and two cats per unit may be kept on any Lot. Owners shall not allow their dogs and/or cats to disturb the peace and quiet of any neighbor by barking, fighting, howling, crying or by emitting any other similar sound. All dogs and cats must be under direct control of their owners at all times and must not be allowed to roam off the owner's Lot. All dogs and cats and other household pets shall be subject to all control provisions for such animals as enacted by Summit County from time to time and enforced by it. Owners may construct dog runs using chain link fence material, so long as the chain link fence is screened with natural materials and is not visible from the road or the neighboring Lots. Placement of the dog run and materials used to construct and/or screen the dog run must be approved by the Architectural Committee prior to construction.

Section 6. Horses. The number of horses allowed on any Lot shall not exceed four (4) and must be owned or leased by the Lot owner or other members of the Lot owner's household. The Board of Directors of the Association may approve additional horses upon request from an Owner only if all adjoining Owners affirmatively agree to permit the additional horses. Owners must provide supplementary feed so that meadows on Lots will not be overgrazed. Horses must be kept within a permanent enclosed area which must be kept clean, sanitary, and reasonably free of refuse, insects, and waste at all times. The design and location of the enclosed area must be approved by the Architectural Committee prior to construction. Any owner who desires to pasture horses on their Lot outside of the permanent enclosed area must present a grazing plan that must be approved

11

by the Architectural Committee prior to implementation. Grazing plan approval will be required on an annual basis in order to ensure compatibility with irrigation procedures and future construction on adjacent property. Every owner who desires to graze horses outside of the permanent enclosed area is required to prevent a condition of over grazing of the meadows on his Lot. In the event any area become denuded as a result of overgrazing, said owner shall be required to reseed that area to bring the ground cover back to a natural condition such as existed prior to the overgrazing. Failure to reestablish ground cover can result in the withdrawal by the Association of the right to maintain horses on a Lot.

Section 7. Hay Meadows. The District does and shall own all of the hay in the irrigated hay meadows of the Property, whether platted as open tracts, access easements, or private Lots. It is the responsibility of the District to provide for the irrigation of the meadows, and fertilization, cutting and harvesting of the hay each season. The hay harvest yield, after any share provided to those who irrigate and cut and otherwise harvest the hay, shall be sold first to the owners of property in The Ruby Ranch and then to others at a price and at such timing priority as determined by the Board of Directors of the District. No horses shall be allowed to graze or roam unrestricted in the irrigated meadows in the Common Area tracts or other open areas unless specifically authorized by the District.

Section 8. Fences. All fences on any Lot shall be constructed of wood or poles and of a design and in a location approved by the Architectural Committee. No fences except single strand non-barbed wire electric fences are permitted in the irrigated meadows. Any such electric fence must be removed by June 1 of each year to facilitate irrigation and harvesting of the hay and may be re-installed after the hay is cut and removed from the meadows. No fence may be constructed where it will limit access to or from any easement for ditches, utilities, green belts, open meadows or access to National Forest lands.

Section 9. Hunting and Firearms. No hunting or discharge of firearms shall be permitted anywhere within the Property.

Section 10. Forestry Maintenance. The Association and the District shall have the right to enter upon any Lot or Common Area tract to remove any dead or dying trees or other forest growth which may endanger other forest trees or growth because of disease, insect infestation, or other such causes. The cost of such treatment or removal shall be the obligation of the Owner of the Lot or Common Area tract where the subject trees or forest material is located.

Section 11. No Re-subdivision. **After June 1, 2000**, no Platted Lot or any other Lot shall ever be re-subdivided into smaller tracts or Lots nor conveyed or encumbered in any less than the full original dimensions of a Platted Lot as shown on said recorded Plat or in any less than the full dimensions of any Lot that was re-subdivided on or before June 1, 2000.

Section 12. Combining Lots. If two or more contiguous Lots are owned by the same owner or owners, they may be combined into one or more larger Lots by means of a written document executed and acknowledged by all of the owners thereof, approved by the Architectural Committee, and recorded in the real property records of Summit County, Colorado. Any vacation of lot lines or easements is subject to the approval by the Summit County Board of Commissioners.

12

Section 13. Service Yards and Trash. All clothes lines, equipment, service yards, woodpiles or storage piles on any Lot or tract in the Property shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Lots or tracts and roads. All abandoned vehicles, rubbish and trash shall be removed from all Lots and tracts in the Property, shall not be allowed to accumulate and shall not be burned thereon. No trailer, automobile or other vehicle or boat shall be constructed, reconstructed, or repaired upon any private area in such a manner that such construction, reconstruction or repair is visible from neighboring property or roads.

Section 14. Underground Utility Lines. All utility lines within the limits of the Property must be buried underground and may not be carried on overhead poles nor above the surface of the ground. Such lines include, but are not limited to, water, gas, electric, telephone, intercoms, internet, cable, and television.

Section 15. Reseed Disturbed Surface Area. All natural surface areas disturbed for road or building construction shall be resurfaced with natural topsoil and reseeded or treed to its natural condition, consistent with the improvement constructed, as soon after construction as possible and in no case longer than 12 months after the completion of the construction.

Section 16. No Recreational Vehicles. No motorized recreational vehicles such as trail bikes or snowmobiles or unlicensed motorcycles or all-terrain vehicles shall be operated on any roads, private Lots or Common Area tracts anywhere within the Property unless specifically authorized by the Board of Directors of the Association at a meeting open to all members preceded by notice of the intent to consider waiver of the prohibition.

Section 17. Rental. Owners shall have the right to periodically rent their residence so long as the rental activity does not result in any objectionable noise, fumes, dust, or electrical disturbance, nor does it increase traffic volumes or amount of parking within the property and so long as such rental conforms with the single-family residential character of the Property.

ARTICLE VIII - RESTRICTIONS ON LOTS

Section 1. Number and Location of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any Lot other than:

- (1) One detached single-family dwelling house containing a minimum of **2000** sq. ft. of finished living area and one smaller apartment-type residential unit not to exceed 1000 sq. ft. of finished living area as an integral part of the dwelling house or of the garage; and
- (2) One attached or detached garage per unit; and
- (3) One barn or stable or other non-residential out-building.

No dwelling house or other structure shall be placed, erected, altered, or permitted to remain on any Lot at any site or location other than substantially that indicated on the development guide of the Property.

Section 2. Dwelling House to be Constructed First. No garage, barn, stable, or other out-building shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot. All construction and alteration work shall be pursued diligently and each building, structure, or improvement which is commenced on any Lot shall be entirely completed within eighteen (18) months after commencement of construction.

Section 3. Towers and Antennas. No towers or radio or television antennas higher than three feet above the highest roof line of the dwelling house shall be erected on any Lot, and all such towers and antennas must be structurally attached to the dwelling unit. All such towers or antennas must be submitted for approval by the Architectural Committee pursuant to Article VI of these covenants.

Section 4. Trees and Landscaping. No trees or brush growing on any Lot shall be felled or trimmed nor shall any natural areas be cleared, or formal lawn areas constructed, or landscaping performed on any Lot without the prior written permission of the Architectural Committee. The removal by an owner of trees, shrubs, or other vegetation to create defensible space around a dwelling for fire mitigation purposes shall be permitted, so long as such removal complies with a written defensible space plan created for the Lot by the Colorado state forest service, an individual or company certified by a local government entity to create such a plan, or the fire chief, fire marshal, or fire protection district within whose jurisdiction the Lot is located, and is no more extensive than necessary to comply with such plan.

Section 5. Tanks. No elevated tanks of any kind shall be erected, placed, or permitted upon any Lot without the express written approval of the Architectural Committee. Any tank used in connection with any dwelling unit or other structure on any Lot, including tanks for storage of gas, fuel oil, gasoline, oil, or water shall be buried or if located above ground the size, distance above ground, location, and screening shall be as determined by the Architectural Committee.

Section 6. Used or Temporary Structure. No used or previously erected or temporary house, structure, house trailer, or non-permanent out-building shall ever be placed, erected, or allowed to remain on any Lot, except during construction periods, and no dwelling unit shall be occupied in any manner prior to its completion. Pickup campers, camping trailers, recreational vehicles and any other such equipment may be stored on private property but not lived in, provided it is thoroughly screened from view from the road and adjoining Lots and Common Area tracts.

Section 7. Exterior Lighting. All exterior lights and light standards on Lots shall be approved by the Architectural Committee for harmonious development and the prevention of lighting nuisances to other lands in the Property.

Section 8. Off-Street Parking. No dwelling unit shall be constructed on any Lot unless there is concurrently constructed on the same Lot adequate off-street parking area for at least four automobiles per residential unit.

4

Section 9. Garbage Disposal and Sanitary Systems. Each dwelling unit or other structure containing a kitchen constructed on any Lot in the Property shall be equipped with a garbage grinder or garbage disposal unit of a type approved by the Architectural Committee. No sewerage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or be used on any Lot or tract unless fully approved as to design, capacity, location, and construction by all proper public health agencies of the State of Colorado and the County of Summit, and by the Architectural Committee.

ARTICLE IX - RESTRICTIONS on COMMON TRACTS

Section 1. Improvements. No improvements of any kind or nature shall be constructed, altered, or allowed to remain on any common tract except private roads giving access to other Lots and tracts in the Property, noncommercial stables or barns, training tracks, jumping courses, polo fields, meadows, clubhouses, swimming pools, tennis courts, golf courses, lakes and ponds, recreational facilities, bridle paths, or similar improvements for the benefit of or use of all the members of the Association. All such improvements shall be approved by the Architectural Committee as elsewhere herein provided, and shall conform and harmonize in appearance, siting, and cost with existing structures on and the overall development plans for the Property.

ARTICLE X - EASEMENTS RESERVED

Section 1. Utility Easements Reserved. The Owners hereby acknowledge and confirm that perpetual easements ten feet in width on each side of the boundary line along the entire perimeter of each Platted Lot and tract described on the recorded Plats of the Property, were created for the purpose of constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, television, water, irrigation, sewer, gas, and similar utility lines, including all pipes, wires, ditches, conduits, culverts, walking trails and riding trails. Such easements shall be available for use by the Association, the District, and various utilities and other providers of services of the kind described above.

Section 2. Irrigation Easements and Rights Reserved. The Owners hereby acknowledge and confirm that perpetual easements 20 feet in width were created across all of the lands in the Property centered along the center line of all irrigation ditches and laterals presently in existence or hereafter constructed with the consent of the owners of the lands across which constructed, for the purpose of constructing, maintaining, and operating irrigation ditches and laterals for the proper irrigation of all meadow lands in the Property located on any Lots and Common Area tracts. The District shall maintain and operate said ditches for proper irrigation of all meadow lands. The District shall have the right and obligation to irrigate all such meadow lands at all reasonable times, and to go on all Lots and Common Area tracts in the Property for the purpose of irrigating such meadow lands so as to preserve and maintain their natural beauty. The Owners acknowledge and confirm that the Association owns the water rights with respect to water flowing through such irrigation ditches.

Section 3. Easements for Private Roads. The Owners hereby acknowledge and confirm that perpetual easements were created across certain tracts in the Property, as shown on the Plats,

15

for private roads giving access to the Lots in the Property; provided that no such private road shall ever be constructed or used without the prior written permission of the Architectural Committee. The District, its successors and assigns, shall maintain, repair, and replace all roadway improvements within such easements and shall have the authority to regulate the use thereof.

Section 4. High Pressure Gas Easement. An easement varying in width from 25 to 50 feet dated February 2, 1971, exists on Lots 5, 11, 12, 13 and 14, and open space tract B in Filing 1 of The Ruby Ranch as shown on the recorded plat thereof. The Western Slope Gas Company, as the original beneficiary of such easement, has constructed a high pressure natural gas transmission line in this easement and a license agreement exists with said Gas Company. No fences may be built anywhere within this easement. Contractors and owners of the subject Lots should contact the local office of Western Slope Gas Company or its successors and assigns, prior to performing any construction activities within such easement.

ARTICLE XI - ENFORCEMENT

Section 1. Enforcement Actions. After complying with applicable provisions of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 et seq., as amended from time to time ("CCIOA"), the Association, the Architectural Committee, or any Owner shall have the right to prosecute any action to enforce the provisions of all of these covenants by injunctive relief, on behalf of itself and all or part of the owners of lands within the Property. They shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration, except as provided in Article XII, Section 1. Failure by the Association, the Architectural Committee, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XII - GENERAL PROVISIONS

Section 1. Limitations on Actions. In the event any construction or alteration or landscaping work is commenced upon any of the lands in the Property in violation of these covenants and following compliance with applicable provisions of CCIOA regarding enforcement of the Association's governing documents, no action is commenced within 60 days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any aggrieved person or entity. Said 60-day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

Section 2. Severability. Invalidation of any one of these covenant provisions or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Term and Binding Effect. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Property and all Lots and Common Area tracts and shall be a burden on the title to all of the lands in the Property unless amended or terminated in accordance with the provisions of Section 4 of this Article XII. The benefits of this Amended and Restated Declaration shall inure to the Association and the Owners, their heirs, successors, or

16
assigns, of all of the lands in the Property, and the benefits and burdens of all said covenants shall run with the title to all of the lands within the Property unless amended or terminated in accordance with the provisions of Section 4 of this Article XII.

Section 4. Amendment or Termination. This Amended and Restated Declaration may be amended or terminated by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots. Any amendment or document terminating this Amended and Restated Declaration must be recorded in the County Records.

Section 5. Execution and Counterparts. Each owner may sign the Consent to Amended and Restated Declaration of Covenants, Conditions and Restrictions For The Ruby Ranch in counterparts, and it is understood and agreed that each such signed and notarized consent will be attached to this Amended and Restated Declaration of Covenants, Conditions and Restrictions For The Ruby Ranch for recording in the County Records.

Section 7. Paragraph Headings. The paragraph headings in this instrument are for the convenience only and shall not be construed to be a part of the covenants contained herein.

[signatures on following pages]

CERTIFICATION OF ASSOCIATION

Pursuant to the provisions of Section 4 of Article XII of the Declaration of Covenants, Conditions and Restrictions for The Ruby Ranch (the "Original Declaration"), the undersigned, as President and Secretary of The Ruby Ranch Owners Association (the "Association") hereby certify that the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions For The Ruby Ranch was duly consented to and approved by the Owners holding at least 67% of the Lots within the Property subject to the Original Declaration.

Erika Karplus
ERIKA KARPLUS President

Jotuen Kraft
JOTUEN KRAFT, Secretary

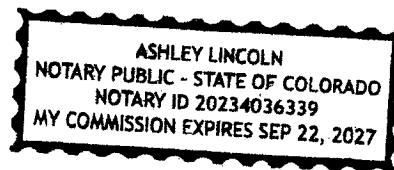
STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing Amended and Restated Declaration of Covenants, Conditions, and Restrictions For The Ruby Ranch was acknowledged before me this 3 day of March, 2025, by ERIKA KARPLUS, as President, and JOTUEN KRAFT, as Secretary, of The Ruby Ranch Owners Association, a Colorado non-profit corporation.

Witness my hand and official seal.

Ashley Lincoln
Notary Public

My commission expires: sep 22, 2027



{Owner signature pages follow}

18

LOT/FILING NUMBER OR NUMBERS: Lot __, Filing __; Lot __, Filing __; Lot __, Filing __

Name: _____ (signature)

Name: _____ (signature)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Consent was acknowledged before me this _____ day of _____, _____, by _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

19

EXHIBIT A

LEGAL DESCRIPTION OF FILING 1 SUBDIVISION,
THE RUBY RANCH

Know all men by these presents that JMC Co., as owner of the land described as follows: That tract of land being a portion of the S $\frac{1}{2}$ of Section 2 and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 11, T5S, R78W of the 6th P.M. Summit County, Colorado, being more particularly described as follows:

Beginning at the northeast corner of the SE quarter of said Section 2; thence N89°39'13"W along the north line of said southeast quarter a distance of 1103.55 feet; thence S62°51'46"W a distance of 240.16 feet; thence 367.62 feet along the arc of a curve to the left having a central angle of 29°03'10" and a radius of 725.00 feet; thence S33°48'36"W a distance of 71.10 feet; thence 236.09 feet along the arc of a curve to the right having a central angle of 60°07'13" and a radius of 225.00 feet; thence N86°04'11"W a distance of 344.53 feet; thence 326.56 feet along the arc of a curve to the left having the central angle of 61°43'18" and a radius of 305.00 feet; thence S32°12'31"W a distance of 156.36 feet; thence 195.68 feet along the arc of a curve to the left having a central angle of 17°56'20" and a radius of 625.00 feet; thence 24.17 feet along the arc of a curve to the left having a central angle of 06°54'00" and a radius of 200.68 feet; thence S48°55'47"W a distance of 564.64 feet to a point on the north line of the southeast $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of said Section 2; thence N88°00'17"W a distance of 1017.78 feet to the northwest corner of said southeast quarter of the southwest $\frac{1}{4}$; thence S01°02'46"E a distance of 1316.64 feet to the southwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S89°53'21"E along the south line of said Section 2 and the north line of said Section 11 a distance of 1371.16 feet to the northwest corner of the north $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 11; thence S00°06'57"E a distance of 1318.90 feet to the southwest corner of said north $\frac{1}{2}$ of the NE $\frac{1}{4}$; thence S89°58'02"E a distance of 2735.62 feet to the southeast corner of said N $\frac{1}{2}$ of the NE $\frac{1}{4}$; thence N00°03'00"W a distance of 1323.04 feet to the section corner common to sections 1, 2, 11 and 12; thence N01°33'44"W along the east line of the SE $\frac{1}{4}$ of said Section 2 a distance of 2609.17 feet to the point of beginning. EXCEPTING there from that portion of the Willow Creek Placer M.S. No. 1259 lying in the SE $\frac{1}{4}$ of Section 2, T5S, R78W of the 6th P.M., Summit County, Colorado. Being more particularly described as follows: Commencing at the northeast corner of said SE $\frac{1}{4}$ thence S01°33'44"E along the east line of said SE $\frac{1}{4}$ a distance of 1136.49 feet to a point on the 2-3 line of said M.S. No. 1259, said point also being a corner on the west line of that tract of land as described in Book 201 at page 200 in the office of the Summit County Clerk and Recorder, said point also being the true point of beginning; thence N16°54'44"W along said 2-3 line a distance of 587.39 feet to corner No. 3; thence N73°17'16"E along the 3-4 line of said M.S. No. 1259 a distance of 161.09 feet to said east line of the SE $\frac{1}{4}$; thence S01°33'44"E along said east line a distance of 608.54 feet to the true point of beginning containing 271.170 acres more or less.

223719

SUMMIT COUNTY
CLERK AND RECORDER

NOTICE OF ADDITION OF LAND MAY 20 3 36 PM '81
ARLYS H WARD

PURSUANT to Article XII of Section 5 of the Declaration of Covenants, Conditions and Restrictions for The Ruby Ranch Subdivision (hereinafter referred to as "The Covenants") recorded under Reception No. 197479 in the Summit County records, JMC Co. and The Shirley Company, hereinafter referred to as "Declarant", hereby gives notice of annexation of additional land known as The Ruby Ranch - Filing No. 2.

DECLARANT hereby declares that all of Filing No. 2 shall be held, sold and conveyed subject to The Covenants, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of May, 19 81.

STATE OF COLORADO SS
COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 20th day of May, 19 81, by J. M. Lacy, President of JMC Co. and E. Neal Smith, President of The Shirley Company.

My Commission expires 11-29-83.
Carolyn Baker
Notary Public

JMC Co., a Colorado corporation
Declarant
BY J. M. Lacy
J. M. Lacy, President

The Shirley Company, a Colorado corporation
Declarant
BY E. Neal Smith
E. Neal Smith, President

THE RUBY RANCH — FILING NO. 2

A SUBDIVISION OF A PORTION OF
SECTION 2, T.5S., R.78W., 6 P.M.
SUMMIT COUNTY, COLORADO
SHEET 1 OF 3

BEST COPY POSSIBLE
FROM COURT HOUSE

DEDICATION (CONT.)

DEDICATION

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of Colorado.

My commission expires this _____ day of _____, 19____.

WITNESSES my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of Colorado.

My commission expires this _____ day of _____, 19____.

Notary Public in and for the State of Colorado.

My commission expires this _____ day of _____, 19____.

Notary Public in and for the State of Colorado.

My commission expires this _____ day of _____, 19____.

Notary Public in and for the State of Colorado.

My commission expires this _____ day of _____, 19____.

Notary Public in and for the State of Colorado.

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Notary Public in and for the State of Colorado.

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My commission expires this _____ day of _____, 19____.

Notary Public in and for the State of Colorado.

My commission expires this _____ day of _____, 19____.

Notary Public in and for the State of Colorado.

My commission expires this _____ day of _____, 19____.

Notary Public in and for the State of Colorado.

SHIRLEY CO.
UNPLATTED

LOT 54

4000 AC.

LOT 55

4000 AC.

LOT 56

4000 AC.

LOT 57

4000 AC.

LOT 58

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LOT 59

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LOT 60

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LOT 76

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LOT 77

4000 AC.

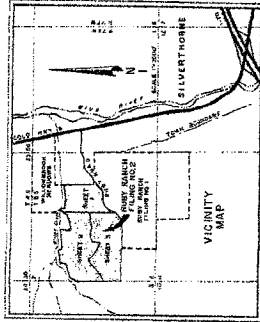
LOT 78

4000 AC.

LOT 79

4000 AC.

LOT 80



NOTES

1. THE SUBDIVISION IS SHOWN ON THE UNPLATTED SHIRLEY CO. MAP.
2. THE SUBDIVISION IS SHOWN ON THE UNPLATTED SHIRLEY CO. MAP.
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10. THE SUBDIVISION IS SHOWN ON THE UNPLATTED SHIRLEY CO. MAP.

SEE SHEET 2 OF 3

TRACT D

TRACT E

TRACT F

TRACT G

TRACT H

TRACT I

TRACT J

TRACT K

TRACT L

TRACT M

TRACT N

TRACT O

TRACT P

TRACT Q

TRACT R

TRACT S

TRACT T

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DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT JMC COMPANY AND THE SHIRLEY COMPANY AS OWNERS OF THE LAND DESCRIBED AS FOLLOWS: THAT TRACT OF LAND BEING A PORTION OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 2 BEING A B.L.M. BRASS CAP; THENCE S 00° 30' 21" E ALONG THE WEST LINE OF SAID SECTION 2 A DISTANCE OF 1847.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 32° 07' 14" E A DISTANCE OF 331.77 FEET; THENCE N 73° 59' 49" E A DISTANCE OF 587.78 FEET; THENCE N 12° 54' 52" E A DISTANCE OF 223.65 FEET; THENCE N 80° 10' 00" E A DISTANCE OF 515.60 FEET; THENCE S 42° 10' 00" E A DISTANCE OF 159.35 FEET; THENCE N 86° 00' 00" E A DISTANCE OF 817.48 FEET TO A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND RECORDED IN BOOK 219, AT PAGE 547 IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT AS DETERMINED BY EXISTING MONUMENTS FOR THE FOLLOWING SIX COURSES:

- 1) S 07° 41' 55" W A DISTANCE OF 336.70 FEET TO A REBAR WITH CAP, STAMPED 9024;
- 2) S 34° 09' 39" E A DISTANCE OF 181.56 FEET;
- 3) N 74° 33' 40" E A DISTANCE OF 534.27 FEET TO A REBAR WITH CAP, STAMPED 4974;
- 4) N 35° 26' 54" E A DISTANCE OF 249.69 FEET;
- 5) N 40° 59' 57" W A DISTANCE OF 272.46 FEET TO A REBAR WITH CAP, STAMPED 4974;
- 6) N 02° 26' 46" E A DISTANCE OF 299.96 FEET TO A REBAR WITH CAP, STAMPED 4974;

THENCE S 87° 33' 14" E A DISTANCE OF 62.17 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE TOWN OF SILVERTHORNE; THENCE ALONG THE BOUNDARY OF THE TOWN OF SILVERTHORNE FOR THE FOLLOWING SIX COURSES:

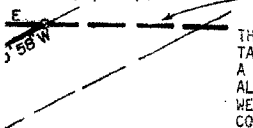
- 1) S 01° 29' 56" E A DISTANCE OF 301.10 FEET;
- 2) S 40° 59' 57" E A DISTANCE OF 250.00 FEET;
- 3) S 07° 30' 00" E A DISTANCE OF 126.01 FEET;
- 4) S 86° 47' 41" E A DISTANCE OF 371.05 FEET;
- 5) N 86° 49' 34" E A DISTANCE OF 370.98 FEET;
- 6) N 84° 20' 58" E A DISTANCE OF 286.07 FEET TO A POINT ON THE

EASTERLY LINE OF THE SW₄, NEW SAID SECTION 2, ALSO BEING ON THE EASTERLY LINE OF THAT TRACT OF LAND RECORDED IN BOOK 219 AT PAGES 541-544 IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER; THENCE S 01° 32' 53" E ALONG SAID EASTERLY LINE A DISTANCE OF 1239.72 FEET TO THE SOUTHEAST CORNER OF SAID SW₄, NEW, THENCE S 89° 37' 03" E ALONG THE NORTHERLY LINE OF THE NEW, SE₄ SAID SECTION 2 A DISTANCE OF 255.17 FEET TO A POINT ON THE NORTHERLY LINE OF THE RUBY RANCH, FILING NO. 1, A SUBDIVISION AS FILED FOR RECORD IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER; THENCE ALONG SAID NORTHERLY LINE OF THE RUBY RANCH, FILING NO. 1, FOR THE FOLLOWING NINE COURSES:

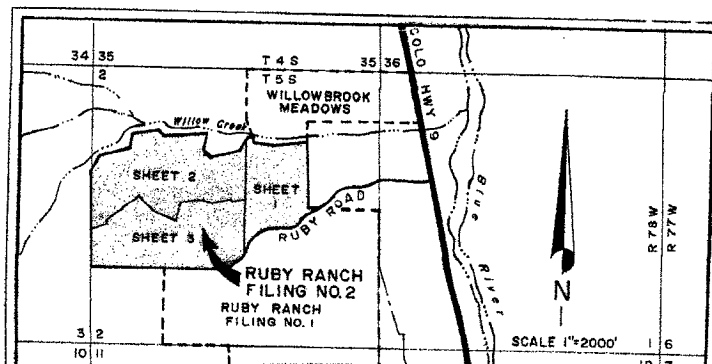
- 1) S 62° 20' 58" W A DISTANCE OF 236.07 FEET TO A POINT OF TANGENCY;
- 2) 299.28 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23° 17' 53", A RADIUS OF 736.00 FEET, AND A CHORD WHICH BEARS S 50° 42' 01" W 297.22 FEET DISTANT TO AN ANGLE POINT;
- 3) S 37° 56' 58" W A DISTANCE OF 156.03 FEET TO AN ANGLE POINT;
- 4) 174.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 53° 31' 02", A RADIUS OF 187.00 FEET, AND A CHORD WHICH BEARS S 65° 48' 36" W 168.39 FEET DISTANT TO A POINT OF TANGENCY;
- 5) N 87° 25' 53" W A DISTANCE OF 332.04 FEET TO A POINT OF TANGENCY;
- 6) 512.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 71° 03' 07", A RADIUS OF 413.00 FEET, AND A CHORD WHICH BEARS S 52° 02' 33" W 479.97 FEET DISTANT TO A POINT OF TANGENCY;
- 7) S 21° 31' 00" W A DISTANCE OF 250.92 FEET;
- 8) S 48° 57' 47" W A DISTANCE OF 553.56 FEET;
- 9) N 87° 58' 17" W A DISTANCE OF 1017.78 FEET TO A POINT WHICH IS THE NORTHEAST CORNER OF THE SW₄, SW₄ SAID SECTION 2, AND BEING A REBAR WITH CAP, STAMPED 10847;

THENCE N 89° 42' 34" W ALONG THE NORTHERLY LINE OF SAID SW₄, SW₄ A DISTANCE OF 1359.99 FEET TO THE NORTHWEST CORNER OF SAID SW₄, SW₄, ALSO BEING A 1/16 CORNER ON THE WEST LINE OF SAID SECTION 2; THENCE N 00° 34' 50" W ALONG SAID WEST LINE OF SECTION 2 A DISTANCE OF 1318.96 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 2, BEING A GRANITE STONE; THENCE N 00° 30' 21" W CONTINUING ALONG THE WEST LINE OF SAID SECTION 2 A DISTANCE OF 735.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 213.027 ACRES, MORE OR LESS.

ASEMENT TO HIGHWAY NO. 9
UNDER RECEPTION NO. 194828
OF NE 1/4, SE 1/4



ARE FOR THE LOCATION
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TO CENTERLINE CURVES.
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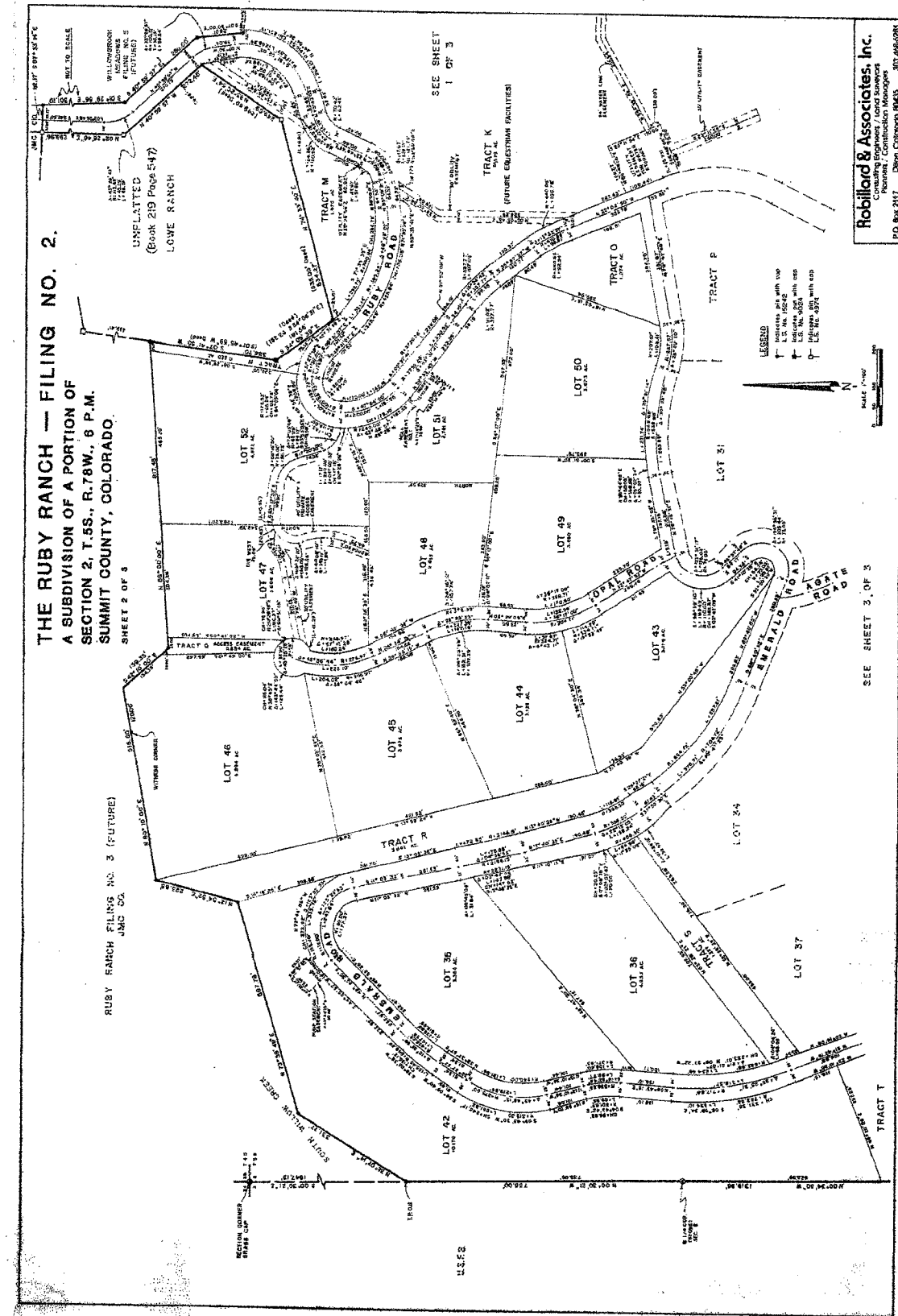
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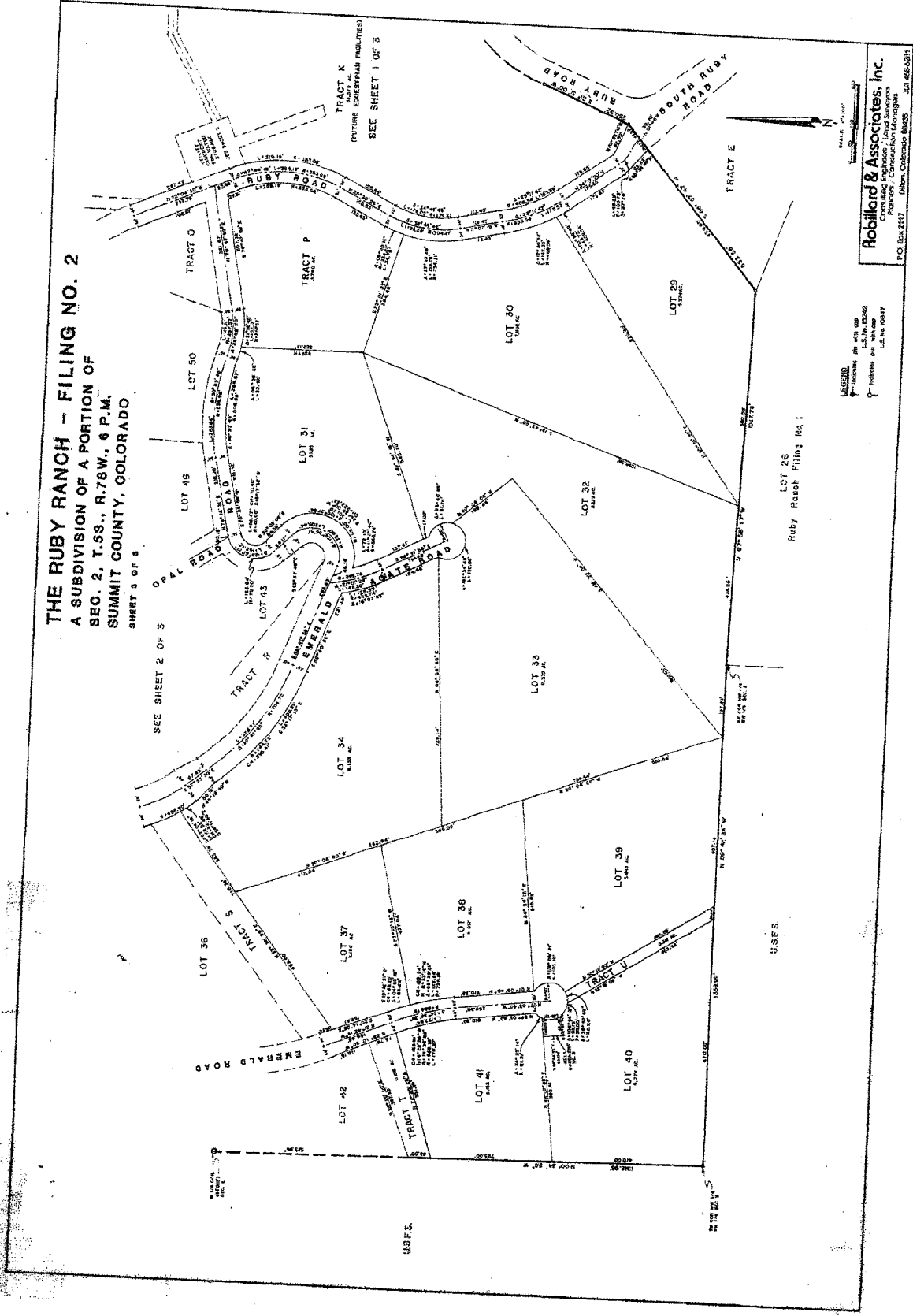
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THE RUBY RANCH - FILING NO. 2
A SUBDIVISION OF A PORTION OF
SEC. 2, T. 5S., R. 78W., 6 P.M.
SUMMIT COUNTY, COLORADO.
SHEET 3 OF 3



LEGEND
--- with 100' ---
--- with 150' ---
--- with 200' ---
--- with 250' ---
--- with 300' ---
--- with 350' ---
--- with 400' ---
--- with 450' ---
--- with 500' ---
--- with 550' ---
--- with 600' ---
--- with 650' ---
--- with 700' ---
--- with 750' ---
--- with 800' ---
--- with 850' ---
--- with 900' ---
--- with 950' ---
--- with 1000' ---

Robillard & Associates, Inc.
Surveyors
Colorado
Professional Surveyors
P.O. Box 2117 Denver, Colorado 80202 303 468-0271

Lot 26
Ruby Ranch Filing No. 1

USFS

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