

**CERTIFICATE OF
LIMITED AMENDMENT
TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
DOUGLASS RANCH**

16.00
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THIS LIMITED AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR DOUGLASS RANCH is made on the date hereinafter set forth by the Douglass Ranch Property Owners Association, Inc., a Colorado nonprofit corporation ("Association").

RECITALS

- A. Douglass Ranch Venture, Inc., a Colorado corporation, as Declarant, recorded the Declaration of Protective Covenants, Conditions and Restrictions for Douglass Ranch on April 21, 1989, at Reception No. 89033830 in the real property records of Jefferson County, Colorado, as amended ("Declaration") subjecting the property therein to its covenants, conditions and restrictions, and creating the Association.
- B. Douglass Ranch Property Owners Association, Inc., a Colorado nonprofit corporation organized to administer and enforce the covenants and to exercise the rights, powers and duties set forth in the Declaration, its successors and assigns, recorded a Certificate of Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Douglass Ranch on April 14, 2008, at Reception No. 2008035474 in the real property records of Jefferson County, Colorado.
- C. The Board of Directors of the Association has ascertained from Colorado Parks and Wildlife that allowing dogs on Lots 20 through 29 in the community would not have any significant impact on the elk herd within the community. Thus, the Association wishes to amend its Declaration to allow the Owners of Lots 20 through 29 to keep dogs on their Lots in accordance with the provisions of the Declaration.
- D. Pursuant to Article VIII, Section 8.4 of the Declaration, the Board of Directors of the Association may amend this section of the Declaration without a vote of the Members of the Association. A majority of the Board of Directors has approved this Limited Amendment.

THEREFORE, Article VIII, Sections 8.4 of the Declaration is deleted in its entirety and replaced by the following:

8.4 Animals.

- (a) The Association is committed to the preservation and protection of native animal wildlife which may from time to time wander onto the Property. Such wildlife shall not be fed or hunted within Douglass Ranch. No animal, bird, fowl, poultry or livestock of any kind shall be raised, bred or kept on any Lot, except that domestic dogs (maximum of two), cats or other household pets may be permitted by the Association so long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Association, and are not a nuisance or kept, bred or maintained for any commercial purposes.

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All Owners hereby covenant and agree that any dog in the Owner's possession, control or custody shall not be allowed to roam unattended in Douglass Ranch. All Owners who intend to keep a dog on their Lot must construct a dog run or kennel (electronic, invisible/buried fence authorized) for the purpose of confinement and in a manner and location approved by the Design Review Board and applicable zoning for Douglass Ranch. The electronic dog fences must conform to the Douglass Ranch Design Standards and must be approved for installations. Existing installations as of October 16, 2007 (Annual Meeting) are hereby grandfathered. At all other times, dogs shall be on a leash and under the direct control and supervision of said Owner.

MISCELLANEOUS

1. This amendment is limited to the deletion and replacement of Article VIII, Section 8.4 as stated above. All other covenants, restrictions, and conditions contained in the Declaration remain in full force and effect unless otherwise amended by a separate amendment.
2. All challenges to the validity of this amendment must be made within one (1) year after the date of recording of this document. The covenants and restrictions of the Declaration shall run with and bind the property in perpetuity.

Dated:

DOUGLASS RANCH PROPERTY OWNERS ASSOCIATION, INC.

By Susan J. Festag
President

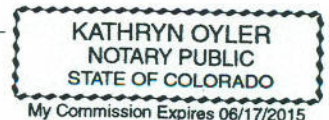
By Thomas N Washburn
Secretary

STATE OF COLORADO

COUNTY OF JEFFERSON

The foregoing was acknowledged before me this 29 day of May, 2013, by Susan Festag as President, and Tom Washburn as Secretary, of Douglass Ranch Property Owners Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal: Kathryn Oyler
Notary



My Commission Expires: 6/17/2015