



**FIRST AMENDMENT
TO THE DECLARATION FOR WHISPER ROCK RANCH**

This First Amendment to the Declaration for Whisper Rock Ranch ("Amendment") is effective upon recording.

RECITALS

- A. The Declaration for Whisper Rock Ranch was recorded in the real property records of Elbert County on March 1, 2021 at Reception No 605173 (the "Declaration").
- B. Article 11, Section 11.1 of the Declaration provides that the Declarant has the right to amend or add use restrictions to the Declaration.

NOW THEREFORE, the Declaration is hereby amended as follows:

- 1. Amendments. Pursuant to the amendment provisions contained in Articles 9 and 11 of the Declaration, the following terms are added to the Declaration:

ARTICLE 12. ARCHITECTURAL CONTROLS

Section 12.1 Approval Required. No Owner will commence, place, erect, alter or demolish any Improvement to Property (as defined below) upon any portion of the Whisper Rock Ranch Community without prior written approval of the Association.

Section 12.2 Residence Required to be Completed Before Any Accessory Building. No Owner will commence, place, or erect an Accessory Building prior to the completion of such Owner's primary residence structure located on the Owner's Parcel.

Section 12.3 Architectural Review Committee. The Architectural Review Committee ("ARC") is controlled by the Declarant, by reserved right, until December 31, 2031 or until all Parcels have been conveyed by Declarant to initial Owners and Declarant releases this right. Once released, by passage of time or by affirmative action of the Declarant, the ARC is to then consist of three or more persons appointed by the Board of Directors. The Board of Directors may determine terms of office, fill vacancies, and may remove committee members, with or without cause. If the Board of Directors does not appoint committee members, the Board will then serve as the ARC. The ARC may propose design guidelines from time to time, subject to the Board approval once the ARC is no longer controlled by the Declarant.

Section 12.4 Improvement to Property. "Improvement to Property" requiring approval of the ARC, means and includes, without limitation: (a) construction, installation,



erection or expansion of any building, structure or other Improvements, including utility facilities; (b) demolition or destruction, by voluntary action, of any building, structure or other Improvements; and (c) any change or alteration of any previously approved Improvement to Property by an Owner or Owner's predecessor-in-title, including any change of exterior appearance, color or texture.

Section 12.5 Application Procedure. The ARC may require that applications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed Improvement to Property. Applications must be submitted to the Association's managing agent or other designated person. Applications will be reviewed at ARC meetings. The ARC may require submission of additional plans, specifications, or other information prior to approving or disapproving the application. Until the ARC has received all required materials in connection with the application, it may postpone review of any materials submitted for approval.

Section 12.6 Architectural Review Criteria. The ARC will exercise its reasonable judgment with the objective that proposed Improvements to Property conform to and harmonize with the existing surroundings, Residences, landscaping and structures. The ARC's approval on matters coming before it will not be unreasonably withheld, and actions taken will not be arbitrary or capricious.

Section 12.7 Variances. The ARC may recommend reasonable variances or adjustments from any conditions and restrictions imposed by the Governing Documents to overcome practical difficulties and unnecessary hardships resulting from the application of the conditions and restrictions contained in the Governing Documents. Any variance or adjustment recommended is subject to the Board of Director's written approval.

Section 12.8 Reply and Communication. The ARC may determine when to respond to an Owner's application and there is no time limit on the ARC to respond to the application. Unless the ARC issues a written approval of the application the Improvement sought may not be constructed.

Section 12.9 Commencement of Approved Work. All Improvements to Property approved by the ARC must be commenced within 12 months from the date of approval. If not commenced within this time, then approval expires, unless the ARC gives a written extension to start the work. At a mutually agreed time, the ARC or its representative is authorized to enter the Parcel to inspect the ongoing and completed work. All work must be performed in accordance with the plans as approved by the ARC, including any conditions the ARC imposed.

Section 12.10 Completion of Approved Work. All work approved by the ARC will be completed within 18 months from the date of commencement, unless the ARC otherwise agrees in writing. All approved Improvements to Property must be completed in their entirety, unless the ARC otherwise agrees in writing.

Section 12.11 Notice of Noncompliance. The Committee will issue the owner a notice of non-compliance if work is done without prior approval, or is not performed in accordance with the approved application, or is not completed within the required time frame. Within 45

days and at the Owner's sole cost and expense, the Owner must correct items listed in the notice of non-compliance or restore the Parcel to the condition that existed prior to the commencement of the work.

Section 12.12 Limitation of Liability. Neither the Association nor its directors, officers, committee members or agents will bear any responsibility for the design, quality, structural integrity or soundness of approved construction or modifications, nor for compliance with building codes, zoning regulations, and other governmental requirements. The Association, its directors, officers, committee members, and agents are not liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or to modifications to any Parcel. No lawsuit, action or claim may be brought against any of the foregoing for any injury, damage or loss.

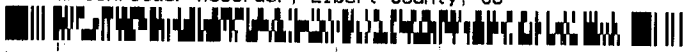
Section 12.13 No Waiver of Future Approvals. The Association's approval of any proposals and applications for any work done or proposed, or in connection with any other matter requiring the Association's approval, is not a waiver of any right to withhold approval as to any similar proposals and applications.

ARTICLE 13. COVENANTS AND RESTRICTIONS

Section 13.1 Owner Responsibility for Compliance. Each Owner is responsible for ensuring that the Owner's family, guests, and Residents comply with all provisions of the Governing Documents. Each Owner and Resident will endeavor to observe and promote the purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, or Residents as a result of the person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner.

Section 13.2 Use of Parcels.

- (a) **Residential /Business Use.** Except as provided below, each Parcel will be used for residential purposes only. No trade or business of any kind may be conducted in or from a Parcel or any part of the Community, except that the Owner residing in the Residence, or the Resident, may conduct ancillary business activities within the Parcel so long as the business activity:
- (i) is legal and conforms to all zoning requirements;
 - (ii) does not increase traffic in the Community in excess of what would normally be expected for Residences in the Community without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other similar delivery services);



- (iii) does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and
- (iv) is consistent with the Community's residential character, and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Residents, as determined by the Association;

(b) Definitions for this Section.

- (i) Business and/or Trade. The terms "business" and "trade," as used in this section, have their ordinary, generally accepted meanings, and include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; or (ii) the activity is intended to or does generate a profit.
- (ii) Occupancy. If an Owner is a corporation, partnership, trust or other legal entity the entity will designate in writing to the Association the name(s) of the natural person(s) who will occupy the Parcel.

Section 13.3 Fenced Out Covenant. Owners are required to fence out any grazing animals as may be permitted by lease entered into by the Association or Declarant, from either their entire Parcel, or around their Residence and landscaped areas on their Parcel.

Section 13.4 Use of Access Easements. There will be no obstruction of the Access Easements or any Common Areas, nor will anything be kept, parked, or stored on or removed from any part of any Common Areas without the prior written consent of the Association, except as specifically provided herein.

Section 13.5 Restriction on Subdivision. No Parcel may be further divided or subdivided, nor may any easement or other interest in less than the whole be conveyed by the Owner of the Parcel without the prior written approval of the Association; provided, however, Declarant may subdivide and remove Parcels as Declarant may determine.

Section 13.6 Temporary and other Structures. No temporary house trailer, garage or outbuilding will be placed or erected upon a Parcel except with the Association's prior written approval.

Section 13.7 Weeds. Each Parcel will be kept free from noxious weeds, brush, or other growth or trash that, in the reasonable opinion of the Association or the ARC, is undesirable,

unsightly or causes undue danger of fire. Each Owner will employ weed control measures as needed to the unimproved areas of its Parcel in accordance with Elbert County regulations.

Section 13.8 Solar Panels or Similar Installations. Solar panels or other similar energy generation devices may be installed in accordance with the Design Guidelines upon approval of the ARC.

Section 13.9 Sewage Disposal Systems. There is no central sewage disposal system in the Community. Each Owner is responsible for installing a septic tank or other individual sewage disposal system on the Owner's Parcel in accordance with applicable governmental statutes, codes, rules, regulations and ordinances and in accordance with the Design Guidelines.

Section 13.10 Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing will be done or kept on a Parcel or the Community that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Noxious, destructive, offensive or unsanitary activities that do not conform to the reasonable use of a ranch may not be carried on within the Community. No Owner or Resident may use or allow the use of the Parcel or any portion of the Community at any time, in any way, when viewed in light of the reasonable use of a ranch, that may endanger persons or property, unreasonably annoy, disturb or discomfort other Owners or Residents, or constitute a nuisance.

Nothing in this section will be construed to affect the rights of an aggrieved Owner or Resident to proceed individually against a violator for relief from interference with his property or personal rights. The Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their rights before the Association intervenes and commences enforcement action. No aggrieved Owner or Resident will have a claim against the Association for failure to enforce the provisions of this section if the aggrieved Owner or Resident has not personally pursued all available remedies against the violator for redress provided under Colorado law.

Section 13.11 Livestock and Pets.

- (a) An Owner or Resident may keep a reasonable number of generally recognized household pets on the Parcel. For the purposes of this section, the following are not considered household pets: pigs, venomous snakes, or animals determined in the Association's sole discretion to be dangerous animals. The Association may adopt additional Rules and Regulations to supplement this section.
- (b) An Owner or Resident may keep a reasonable number of Forage Animals on the Parcel. For the purposes of this section, the following are not considered Forage Animals: hogs, pigs, or animals determined in the Association's sole discretion to cause an unacceptable nuisance to other Residents or Owners in the Community. An Owner or Resident shall not allow any Forage Animal to overgraze the Owner



or Resident's Parcel, any Common Area, or any other Parcel within the Community. The Association may adopt additional Rules and Regulations to supplement this section.

- (c) Following notice and an opportunity for a hearing, the Association may require any pet or animal that, in its opinion, endangers the health of any Owner or Resident or creates a nuisance or unreasonable disturbance, be permanently removed from the Community upon ten days written notice.
- (d) Any Owner or Resident who keeps or maintains any pet or animal within the Community is deemed to agree to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining the pet within the Community.
- (e) Definitions for this Section.
 - (i) Forage Animal. Forage Animal means any animal generally considered domesticated livestock that grazes on vegetation naturally located within the Community. Forage Animals includes, but is not limited to: horses, cattle, sheep, goats, and llamas. Under this Declaration, a Forage Animal is not a hog, boar, or pig. Forage animals may be further defined by rule of regulation or resolution, adopted by the Board.

Section 13.12 Unightly Articles. No unsightly article will be permitted to remain on any Parcel or other portion of the property if it is visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, mobile homes, recreation vehicles, graders, trucks (other than pickups), boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment. will be kept at all times (except when in actual use) in an enclosed structure or otherwise fully screened from view in a manner consistent with this Declaration, such as approved fencing and structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics will be appropriately screened from view. Liquid propane, gas, oil and other exterior tanks will be kept within an enclosed structure, per applicable fire code.

Section 13.13 Restrictions on Storage. Stored vehicles and trailers may be parked on the Parcel when appropriately screened from view from the street and neighboring Parcels, and as may be expressly allowed by rule, regulation or resolution adopted by the Board. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash will be kept stored or allowed to accumulate on any portion of a Parcel except when appropriately

screened from view from the street and neighboring Parcels; provided, however, that normal household waste can be set out in trash cans the evening before scheduled garbage pick-up and must be removed and returned to their enclosed structure by evening of the day of garbage pick-up. All equipment for the storage or disposal of such materials will be kept in a clean and sanitary condition.

Section 13.14 Vehicles and Parking. Vehicles with commercial writings on their exteriors may be parked on the Parcels and Common Areas only with the prior written approval of the Association. Emergency vehicles, as defined in the Act, are permitted in the Community. Notwithstanding the above, otherwise prohibited vehicles are allowed temporarily on the Parcels and Common Areas during normal business hours for the purpose of serving any Parcel or the Common Areas; provided, however, no such vehicle may remain on the Parcels or Common Areas overnight or for any other purpose unless prior written consent of the Board is first obtained.

Stored or inoperable vehicles may be stored or parked on the Parcel only when appropriately screened from view from the street and neighboring Parcels. An "inoperable vehicle" is defined as any passenger car, truck, motorcycle, boat, trailer, camper house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which for a period of two days or longer, does not have an operable propulsion system installed therein, has one or more flat tires or has another condition preventing the regular and normal operation and movement of the vehicle. A vehicle will be considered "stored" if it remains in the same location in the Community for 14 consecutive days or longer without prior written Board permission.

Section 13.15 Signs. Except as may be provided for herein or as may be required by state law or legal proceedings, no signs, advertising posters, political placards or billboards of any kind will be erected, placed, or permitted to remain on a Parcel without the prior written consent of the Board or its designee, except as follows: (a) one professional security sign not to exceed one square foot in size may be displayed on Parcel and a reasonable number of professional security decals not larger than eight inches by eight inches may be displayed within windows in a Residence; (b) one professionally lettered "For Rent" or "For Sale" sign not to exceed three feet by four feet in size may be displayed on a Parcel being offered for sale or for lease; and (c) political signs as permitted by Colorado law; and (d) patriotic display of American flags not exceeding four feet by six feet in size attached to a flagstaff on a Residence. The Board has the right to erect reasonable and appropriate signs on behalf of the Association.

Section 13.16 Hazardous Activities. No activities will be conducted on a Parcel and no Improvements will be constructed on a Parcel that are, or might be, unsafe or hazardous to any person or property.

Section 13.17 No Mining and Drilling. No portion of the Community will be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth. This provision does not prohibit the drilling of wells and the installation of infiltration galleries for the extraction of water.

Section 13.18 Restriction on Marijuana Use, Growth and Distribution. Except for the growth and use of medical marijuana for personal use by the Resident as permitted by Colorado law, no Owner, Resident or other Person may use the Parcel or any portion of the Parcel for the use of marijuana by any means or for the purpose of growing or distributing marijuana. No Owner or Resident may grow medical marijuana for another person who is not a Resident of that Parcel. No Parcel may be used for the production or use of hash oil, whether for personal use or distribution. The restrictions in this section may be further clarified by the Board through rules and regulations. Owners will be responsible for any costs or damages resulting from a violation of this section.

Section 13.19 Rules and Regulations. The Board of Directors may adopt, amend and repeal rules and regulations concerning and governing the Residences, Parcels and Common Areas to further the provisions of this Declaration and the general plan of development.

Section 13.20 Use of the Words. (Whisper Rock Ranch, Whisper Rock Ranch Community, and Whisper Rock Ranch Homeowners' Association, Inc.). Without the Association's prior written consent, Owners or Residents will not use the words Whisper Rock Ranch, Whisper Rock Ranch Community, Whisper Rock Ranch Homeowners' Association, Inc., or the logo of the Community or Association, if any, or any derivative thereof, if use is likely to cause confusion, mistake or deception, in the Association's sole discretion.

Section 13.21 Reasonable Rights to Develop. No Rule by the Association or Board of Directors may unreasonably impede the Declarant's right to develop in accordance with this Declaration.

Section 13.22 Individual Owner Rights of Enforcement. Nothing in this Declaration may be construed to affect the rights of an aggrieved Owner to proceed individually against a violator of this Declaration for relief from interference with their property or personal rights. The Board of Directors may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action. No claim for any loss, damage or otherwise exists by an aggrieved Owner or occupant against the Association for failure to enforce the provisions of this Declaration if the aggrieved Owner or occupant has not personally pursued all available remedies against the violator for redress provided under Colorado law and complied with dispute resolution Governance Policies, of the Association.


Section 13.23 Declarant's Exemption and Uses. It is expressly permissible for the Declarant, its assigns, employees and agents, to perform such construction activities, and to maintain upon portions of the Community such facilities as deemed incidental by Declarant to the construction and sale of Parcels and the development of the Community. This includes exemption from the covenants and restrictions in this Article and also, without limiting the generality of the foregoing, the maintenance of temporary business offices, construction trailers or offices, storage areas, trash bins, portable toilets, construction yards and equipment, signs, flags, banners, model Residences, temporary sales offices, parking areas, lighting facilities and similar or dissimilar uses.



Dated this 1 day of March, 2021.

Declarant:

Black Sun, LLC, a Colorado limited liability company


Gregg Boone

Its:

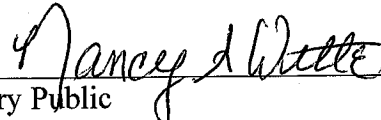
STATE OF COLORADO)
) ss.
COUNTY OF Elbert)

The foregoing instrument was acknowledged before me this 1 day of March, 2021,
by Gregg Boone, as Manager of Black Sun LLC, a Colorado limited
liability company.

Witness my hand and official seal.

My commission expires: 05/26/2024

NANCY A WITTE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 19914014909
MY COMMISSION EXPIRES MAY 26, 2024


Notary Public