

**THIRD AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
MURPHY-LARSEN RANCH**

**A Planned Community in Routt County, Colorado**

ENTELCO CORPORATION, an Ohio corporation (the "Declarant"), as Declarant, established a planned community common interest community in Routt County, Colorado known as Murphy-Larsen Ranch by recording the plat of Murphy-Larsen Ranch at Reception No. 686422 and File No. 13931 of the Routt County, Colorado real property records (the "Plat") and recording the Declaration of Protective Covenants for Murphy-Larsen Ranch at Reception No. 686423 of the Routt County, Colorado real property records. Such Declaration of Protective Covenants was previously amended by the First Amendment to Declaration of Protective Covenants for Murphy-Larsen Ranch recorded at Reception No. 687618 of the Routt County, Colorado real property records and by the Second Amendment to Declaration of Protective Covenants for Murphy-Larsen Ranch recorded at Reception No. 740170 of the Routt County, Colorado real property records. In this Third Amendment, references to the Declaration shall include the Declaration of Protective Covenants recorded at Reception No. 686423, as amended by the First Amendment recorded at Reception No. 687618, the Second Amendment recorded at Reception No. 740170 and as amended by this Third Amendment. Capitalized terms used but not otherwise defined in this Third Amendment shall have the meanings set forth in the Declaration.

The Plat divides Murphy-Larsen Ranch into twelve (12) Lots and one (1) Outlot. The twelve (12) Lots are shown and labeled on the Plat as Lot 1 through Lot 12. The Outlot is shown and labeled on the Plat as Outlot 1.

Amendments to the Declaration may be made by Declarant and Owners (Members of the Association) as provided in **Section 14.1** of the Declaration. The Declaration may be amended pursuant to **Section 14.1** of the Declaration upon written approval of Owners entitled to cast specified percentages of the votes in the Association entitled to be cast by the Owners. **Section 10.6** of the Declaration provides that each Lot (including Outlot 1) shall be allocated one (1) vote on all and any matters to be voted on by the Members of the Association. **Section 10.6** further provides that the Association shall not be entitled to vote with respect to any Lot owned by the Association and that no Lot owned by the Association shall be allocated any votes during the period of such ownership. The Association is the Owner of Lot 2 in Murphy-Larsen Ranch. Accordingly, one (1) vote is allocated to each of the Lots in Murphy-Larsen Ranch other than Lot 2, and one (1) vote is allocated to Outlot 1, for a total of twelve (12) votes in the Association. Declarant is the Owner of Lot 1, Lot 3, Lot 5, Lot 6, Lot 10, Lot 11 and Outlot 1 of Murphy-Larsen Ranch and is entitled to cast nine (9) of the twelve (12) votes in the Association. Black Dog Holding LLC is the Owner of Lot 4 of Murphy-Larsen Ranch and is entitled to cast one (1) vote in the Association. The Eric William Grenfell and Karen Suzanne Grenfell 2003 Family Trust dated May 30, 2003 is the Owner of Lot 7 of Murphy-Larsen Ranch and is entitled to cast one (1) vote in the Association. James R. Carpenter and Nancy E. Carpenter are the owners of

Lot 8, Murphy-Larsen Ranch and are entitled to cast one (1) vote in the Association. Janice J. Janes and T. Andrew Janes are the owners of Lot 9, Murphy-Larsen Ranch and are entitled to cast one (1) vote in the Association. Franciscus Hijkoop and Cornelia Wilhelmina Elisabeth Hijkoop are the Owners of Lot 12 in Murphy-Larsen Ranch and are entitled to cast one (1) vote in the Association. At the time of this Third Amendment, Declarant is entitled to cast 58.33% of all the votes in the Association entitled to be cast, and each of the other Owners is entitled to cast 8.33% of all the votes in the Association entitled to be cast. Adoption of this Third Amendment requires the written approval of Owners entitled to cast sixty-seven percent (67%) or more of all the votes in the Association entitled to be cast. As evidenced by the signatures of the Owners set forth below or in counterpart signature pages attached hereto, this Third Amendment has been approved by the Declarant and Owners entitled to cast sixty-seven percent (67%) or more of all the votes in the Association, and accordingly the Declaration is hereby amended as follows:

1. **Section 2** of the Declaration is amended to add the following definition:

2.47 “Equestrian Structures” shall mean Structures constructed and used for the keeping and use of horses, donkeys and mules. Without limitation, Equestrian Structures include stables, barns, corrals, tack rooms, stalls and arenas. Equestrian Structures are Structures for all purposes of this Declaration including, without limitation, **Section 5.1**.

2. **Section 4.1** of the Declaration is amended to read in its entirety as follows:

4.1 Uses of Lots and Size Restrictions.

(a) Each of Lots 1 through 12 within Murphy-Larsen Ranch may be used and occupied for residential purposes subject to and consistent with the provisions of this Declaration including, without limitation, **Section 4.1(d)** below. Without limitation, Lots 1 through 12 shall be subject to the additional uses described in **Section 4.1(c)** and **Section 4.1(d)** below. Subject to **Section 4.1(d)**, each of Lots 1 through 12 may include the following:

(i) One (1) Primary Residence not exceeding (except as otherwise provided below) 5,000 square feet of enclosed above-ground living area, not including any attached Caretaker Unit, garage or vehicle storage building.

(ii) If the Primary Residence on the Lot does not contain a garage or vehicle storage building, one (1) detached garage or other vehicle storage building not exceeding (except as otherwise provided below) 800 square feet of enclosed area.

(iii) One (1) Caretaker Unit not exceeding (except as otherwise provided below) 800 square feet of enclosed living area. The Caretaker Unit may be detached from the Primary Residence if permitted by County law and if the Primary Residence on the Lot does not contain a Caretaker Unit. Any detached Caretaker Unit must be located within 300 feet of the Primary Residence. Not more than one Caretaker Unit may be constructed or occupied on a Lot. The Primary Residence on a Lot may be used and

occupied by not more than one Family and guests at a time, and a Caretaker Unit may be used and occupied by not more than one Family and guests at a time.

(iv) One (1) workshop/storage building not exceeding (except as otherwise provided below) 1,000 square feet of enclosed area. Any detached workshop/storage building must be located within 300 feet of the Primary Residence.

(v) Equestrian Structures, including not more than one (1) enclosed barn or stable for keeping animals not exceeding (except as otherwise provided below) 950 square feet of enclosed area. Subject to 4.1(a)(iii) above an Equestrian Structure may contain a Caretaker Unit if such Equestrian Structure is located within the designated Building Envelope for the Lot.

(vi) One (1) loafing shed to shelter horses, donkeys and mules not exceeding 450 square feet of sheltered area.

(vii) One (1) dog run or similar enclosure.

Enclosed areas shall be measured from the interior, unfinished surfaces of exterior walls. Notwithstanding the maximum size limits set forth in (i) through (vi) above, the DRC may authorize and permit minor variations in the maximum sizes of the Structures referenced in said paragraphs, provided that the total of the areas of the Structures referenced in (i) through (iv) above shall not exceed 7,600 square feet, and further provided that any Caretaker Unit in excess of 800 square feet must also be approved by the County. The location of all Primary Residences, Outbuildings and Equestrian Structures on Lots must be approved by the DRC. All Primary Residences and Outbuildings on a Lot must be located wholly within the designated Building Envelope for the Lot. With the consent of the DRC, Equestrian Structures and the loafing shed on a Lot may be located outside the Building Envelope but within the Privacy Area on the Lot.

(b) Outlot 1 may be used for open space and low-impact recreational purposes subject to and consistent with the provisions of this Declaration. Without limitation, Outlot 1 shall be subject to the additional uses described in **Section 4.1(c)** below. Outlot 1 shall not contain any Primary Residence or any Outbuildings other than one picnic shelter that shall be Common Property.

(c) Those portions of Lots (including Outlot 1) within the Open Space Easement may be used for open space and low-impact recreational purposes subject to **Section 4.3**, and other applicable provisions of this Declaration. Those portions of Lots within the Open Space Access Easements may be used as low-impact recreational trails and for access to and from Open Space Easement Areas, subject to **Section 4.4** and other applicable provisions of this Declaration. Those portions of Lots within the Open Space Easement Area may be used by the Agricultural Operator pursuant to the Agricultural Use Easement and by the Recreational Operator pursuant to the Recreation Use Easement. All uses of Lots by Owners and Owner Parties shall be in conformance with this Declaration, the Association's Rules and all zoning, subdivision, and other applicable laws, orders,

ordinances, rules and regulations of governments having jurisdiction or authority within Murphy-Larsen Ranch. All building and related activities within Murphy-Larsen Ranch by Owners and Owner Parties are subject to this Declaration, the Association's Rules and all applicable laws.

(d) In addition to the uses specified in **Section 4.1(c)**, Lot 2 may be used for recreational purposes and for the Clubhouse and other Structures that may be constructed pursuant to the Clubhouse CUP. As long as the Clubhouse CUP is in effect and prohibits the construction of a residential dwelling on Lot 2, the construction of a residential dwelling on Lot 2 shall not be permitted. Notwithstanding any other provision of this Declaration regulating the location or use of Structures on Lots, construction and use of the Clubhouse and other facilities permitted under the Clubhouse CUP within Lot 2 shall be permitted, and Lot 2 may be used for other purposes authorized or permitted pursuant to the Clubhouse CUP.

3. **Section 4.2** of the Declaration is amended to read in its entirety as follows:

4.2 Agricultural Activities, Livestock Operations and Personal Horses.

(a) Agricultural and ranching activities on those portions of Lots within the Open Space Easement Area, and Conservation Easement Property shall be conducted only by the Agricultural Operator. Any net revenues realized by the Association from agricultural or ranching activities conducted pursuant to the Agricultural Use Easement shall be paid to the Owners in accordance with their allocated interests set forth in **Section 11.3**. Except for livestock operations on the Open Space Easement Area by the Agricultural Operator, livestock operations on the Lots are prohibited. Except as otherwise permitted in **Section 4.2(b)**, livestock of any type shall not be kept on the Lots. The Agricultural Operator may keep livestock on the Open Space Easement Area while grazing. Horse, donkey or mule boarding and training operations and commercial poultry, feed lot and swine operations are prohibited within Murphy-Larsen Ranch. Elk, llamas, alpacas and other exotic livestock may not be kept within Murphy-Larsen Ranch. In addition, wild animals or captive wildlife may not be kept within Murphy-Larsen Ranch. Subject to the foregoing, the Association may engage in or authorize others to engage in limited agricultural activities pursuant to **Section 4.6**, provided such activities are consistent with good land management practices and are carried out for purposes of the management and control of vegetation, weed control, fire suppression or to maintain the agricultural status of the Property.

(b) Subject to the applicable provisions of this Declaration and Association Rules in effect from time to time, Owners and residents of Murphy-Larsen Ranch may keep not more than a total of four (4) horses, donkeys and/or mules for personal, non-commercial use on those portions of the Lot they own or occupy that is located outside of the Open Space Easement Area. The Association shall establish Rules for the keeping and use of horses, donkeys and mules which Rules shall include, without limitation, Rules regarding the feeding, keeping and use of animals, prevention of overgrazing, management of manure, odors and flies, and general sanitation and health.

4. **Section 4.6** of the Declaration is amended to read in its entirety as follows:

4.6 Privacy Areas. The Privacy Area on each Lot may be used by the Owner of the Lot and parties authorized by such Owner for open space, recreational, agricultural and utility (see **Section 5.6**) purposes, subject to the applicable provisions of this Declaration, including **Section 4.1, Section 4.2, Section 4.4, Section 4.5 and Section 4.9**. Except for driveways and underground utilities (including sewer systems), Equestrian Structures and a loafing shed as contemplated by **Section 4.1**, fences and gates within the Open Space Fence Easement and trails within the Open Space Access Easements, the Privacy Area on each Lot shall be maintained substantially in its natural state. Except for areas subject to the Open Space Access Easements and the Open Space Fence Easement, Privacy Areas on each Lot are private and not open to the Association or to other Lot Owners. Notwithstanding the foregoing, the Association is entitled to enter upon Privacy Areas to construct and maintain the fences and gates within the Open Space Fence Easement and the trails within the Open Space Access Easements, and to perform limited agricultural and land management activities, consistent with good land management practices, including control of vegetation, weed control and fire suppression.

5. **Section 5.1** of the Declaration is amended to add the following new **Section 5.1(i)**:

(i) In addition to and not in limitation of any other provision of this Declaration, in the event an Equestrian Structure is proposed to be located outside the Building Envelope and within the Privacy Area on a Lot, the DRC shall consider, in addition to other factors it deems relevant, the visual, noise, odor and other potential adverse impacts to other Lots and the occupants thereof that may result from the construction and use of the Equestrian Structure in the proposed location. In connection with its consideration of any such proposed Equestrian Structure, the DRC may, without limitation (i) consult with the Owners of other Lots regarding the location, appearance and other features of the proposed Equestrian Structure, (ii) require that the applicant provide to the DRC, at the applicant's expense, studies of potential adverse impacts or other studies the DRC deems appropriate, and (iii) require as a condition of approval that the applicant install additional landscaping, berms or other features to mitigate the potential adverse impacts of the proposed Equestrian Structure on other Lots.

This Third Amendment is approved by the Declarant and Owners signing below or signing counterpart signature pages hereto. As amended by this Third Amendment, the Declaration is ratified and confirmed. This Third Amendment may be executed and recorded in any number of counterparts or any number of counterpart signature pages.

EXECUTED as of the 9<sup>th</sup> day of June, 2022.

**DECLARANT AND OWNER  
OF LOTS 1, 3, 5, 6, 10, 11 AND  
OUTLOT 1:**

ENELCO CORPORATION, an  
Ohio corporation

By *Abbot Stranahan*  
Abbot Stranahan, Co-Chair

STATE OF RI )  
COUNTY OF Providence )<sup>ss.</sup>

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2022, by Abbot Stranahan as Co-Chair of Entelco Corporation, an Ohio corporation.

Witness my hand and official seal.

My commission expires: 8/05/2023

{SEAL}

*Jason Williams*  
Notary Public

**Jason Williams**  
Notary Public, State of Rhode Island  
My Commission Expires 08/05/2023

**THIRD AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
MURPHY-LARSEN RANCH**

**Counterpart Signature Page**

This Counterpart Signature Page is attached to and made a part of the Third Amendment to Declaration of Protective Covenants for Murphy-Larsen Ranch. The undersigned Owner approves the Third Amendment.

OWNER OF LOT 4:

BLACK DOG HOLDING LLC, a  
Colorado limited liability company

By C. Schiffmann  
Carmen C Schiffmann Ostrognai

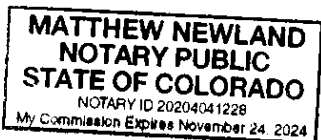
STATE OF Colorado                )  
  ) ss.  
COUNTY OF Routt                 )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2022, by Carmen C Schiffmann Ostrognai, as Manager of Black Dog Holding LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 11/24/24

{SEAL}



Matthew Newland  
Notary Public

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**Counterpart Signature Page**

This Counterpart Signature Page is attached to and made a part of the Third Amendment to Declaration of Protective Covenants for Murphy-Larsen Ranch. The undersigned Owner approves the Third Amendment.

OWNER OF LOT 7

ERIC WILLIAM GRENFELL AND KAREN  
SUZANNE GRENFELL 2003 FAMILY TRUST  
DATED MAY 30, 2003

By *Eric William Grenfell, Trustee*  
Eric William Grenfell, Trustee

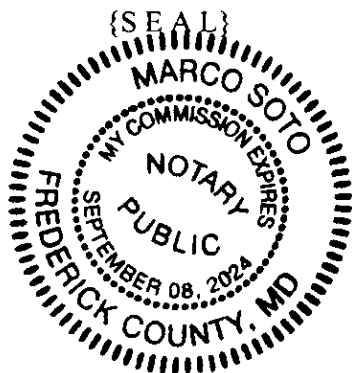
By *Karen Suzanne Grenfell, Trustee*  
Karen Suzanne Grenfell, Trustee

STATE OF Maryland )  
  ) ss.  
COUNTY OF Frederick )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of MAY, 2022, by Eric William Grenfell and Karen Suzanne Grenfell, Trustees of the Eric William Grenfell and Karen Suzanne Grenfell 2003 Family Trust Dated May 30, 2003.

Witness my hand and official seal.

My commission expires: 09/08/2024



*Marco Soto*  
Notary Public

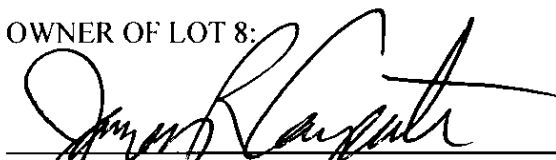


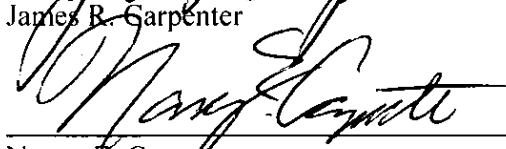
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**Counterpart Signature Page**

This Counterpart Signature Page is attached to and made a part of the Third Amendment to Declaration of Protective Covenants for Murphy-Larsen Ranch. The undersigned Owner approves the Third Amendment.

OWNER OF LOT 8:

  
 \_\_\_\_\_  
 James R. Carpenter

  
 \_\_\_\_\_  
 Nancy E. Carpenter

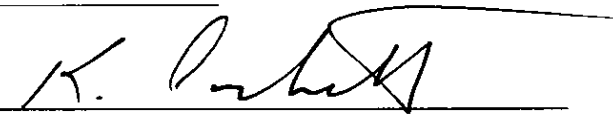
STATE OF INDIANA )  
 ) ss.  
 COUNTY OF BOONE )

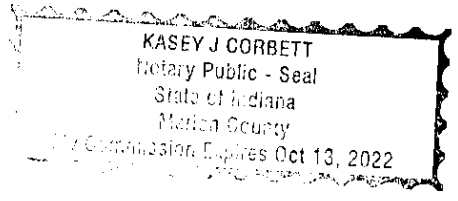
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of MAY, 2022, by James R. Carpenter and Nancy E. Carpenter.

Witness my hand and official seal.

My commission expires: 10-13-22

{SEAL}

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



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FOR  
MURPHY-LARSEN RANCH**

**Counterpart Signature Page**

This Counterpart Signature Page is attached to and made a part of the Third Amendment to Declaration of Protective Covenants for Murphy-Larsen Ranch. The undersigned Owner approves the Third Amendment.

OWNER OF LOT 9:

  
\_\_\_\_\_  
Janice J. Janes

  
\_\_\_\_\_  
T. Andrew Janes

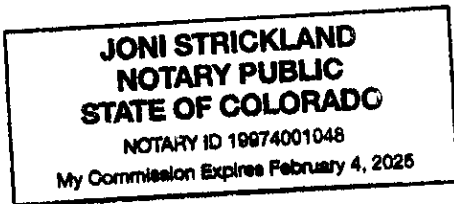
STATE OF Colorado )  
  ) ss.  
COUNTY OF Routt  )


The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 2022, by Janice J. Janes and T. Andrew Janes.

Witness my hand and official seal.

My commission expires: 2.4.2025

{S E A L}



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