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BOOK 2483 PAGE 355

**AMENDMENT AND
SECOND SUPPLEMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
INDEPENDENCE RANCH SUBDIVISION**

This AMENDMENT AND SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF INDEPENDENCE RANCH SUBDIVISION (the "First Supplement of Declaration") is made as of the 26th day of August, 1998, by Laughing Waters, LLP (the "Declarant").

A. Declarant has heretofore caused to be recorded in Book 2339 at Page 770, Mesa County, Colorado records, a Declaration of Covenants, Conditions and Restrictions of Independence Ranch Subdivision (the "Declaration"), and an Amendment and First Supplement to the Declaration of Covenants, Conditions and Restrictions of Independence Ranch Subdivision (the "First Supplement"), recorded in Book 2384, Page 17, Mesa County, Colorado records and is the owner of more than sixty-seven percent of the lots covered by the Declaration.

B. In Article XI, Section 6 of the Declaration, Declarant expressly reserved for itself and any Successor Declarant (all capitalized terms used herein shall have the meanings as defined in the Declaration, unless otherwise defined or modified herein) the right to expand the Property by annexing and submitting additional Lots and Common Area by one or more duly recorded supplements to the Declaration.

C. Declarant wishes to submit to the Property the following described property:

See Exhibit "A" attached hereto and by this reference incorporated herein.

D. Declarant wishes to reserve the right for itself and any Successor Declarant to further expand the Property in the future and pursuant to Article XI, Section 7 amend the Declaration.

Declarant hereby declares that both the Property and the Supplemental Property shall be held, sold and conveyed subject to the Declaration, which is for the purpose of protecting the value and desirability of the Property and the Supplemental Property and which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property of the Supplemental Property.

1. General. The terms and provisions contained in this Second Supplement to Declaration shall be in addition and supplemental to the terms and provisions contained in the Declaration. All terms and provisions of the Declaration, including all definitions, except those terms and provisions specifically modified herein, shall be applicable to the Second Supplement to Declaration and to the Supplemental Property. The definitions used in the Declaration are hereby expanded and shall hereafter be deemed to encompass and refer to the Property as defined in the Declaration and the Supplemental Property as defined herein. For example, reference to the "Property" shall mean both the Property and the Supplemental Property, reference to the "Owner" shall mean the record owner of fee simple title both to any Vacant Lot or Dwelling Unit as defined in the Declaration and to the Lots constituting the

Supplemental Property, reference to "Member" shall mean every Owner as defined in the Declaration and as modified by this Second Supplement to Declaration, and reference to the "Declaration" shall mean the Declaration as supplemented by this Second Supplement to Declaration. All ownership and other rights, obligation and liabilities of owners of original Lots, Vacant Lots and Dwelling Units are hereby modified as described herein.

2. Effect of Expansion. Assessments levied by the Association as provided in the Declaration, after the recording of this Second Supplement to Declaration, shall be levied against all Lots including Lots which are part of the Supplemental Property. Notwithstanding any inclusion of additional Lots under the Declaration, each Owner (regardless of whether such Owner is the owner of a Vacant Lot or Dwelling Unit shown on the original plat or is the owner of a Lot Constructed in the Supplemental Property) shall remain fully liable with respect to his obligation for the payment of the Assessments of the Association, including those relating to the expenses for all Common Area and related costs and fees, if any. The recording of this Second Supplement to Declaration shall not alter the amount of the assessments assessed to a Vacant Lot or Dwelling Unit prior to such recording.

3. Reservation. Declarant hereby reserves the right for itself and any Successor Declarant to further expand the Property in the future to include additional Lots and to further expand the Common Area.

4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5. Conflicts between Documents. In case of conflict between the Declaration as supplemented hereby and the Articles and the Bylaws of the Association, the Declaration as supplemented shall control.

DATED as of the day and year first above written.

LAUGHING WATERS, LLP

By:

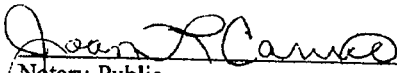


Hans Brutsche, Partner

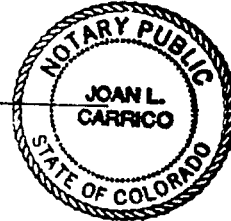
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 26th day of August, 1998, by Hans Brutsche, as Partner of Laughing Waters, LLP.

WITNESS my hand and official seal.
My commission expires:



Notary Public



My Commission expires
October 24, 1998

EXHIBIT "A"

BOOK 2483 PAGE 357

A parcel of land located in the City of Grand Junction, County of Mesa, State of Colorado, being situated in Government Lots 1 and 2 and the south one-half of the northeast one-quarter of Section 15, Township 11 South, Range 101 West of the Sixth Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado:

Beginning at a G.L.O. brass cap for the south corner common to Section 35 and Section 36 of Township 1 North, Range 2 West of the Ute Meridian, whence a G.L.O. brass cap for the south corner common to Section 34 and Section 35 of Township 1 North, Range 2 West of the Ute Meridian bears South 89°06'03" West with all bearings contained herein relative thereto;

Thence North 88°51'56" East, a distance of 141.24 feet to a G.L.O. brass cap for a meander corner;

Thence North 88°51'30" East along the north line of said Section 15, a distance of 112.89 feet to a #6 rebar set in concrete;

Thence South 00°48'05" West, a distance of 424.06 feet to Manhole 2A of the Tiara Rado Interceptor Sewer;

Thence South 75°12'30" West, a distance of 107.08 feet to Manhole 3 of the Tiara Rado Interceptor Sewer;

Thence South 37°13'37" West, a distance of 99.39 feet to Manhole 3A of the Tiara Rado Interceptor Sewer;

Thence South 09°06'13" East, a distance of 133.27 feet to Manhole 4 of the Tiara Rado Interceptor Sewer;

Thence South 33°23'16" East, a distance of 108.97 feet;

Thence South 53°21'53" East, a distance of 153.56 feet to a steel post with tag marked PLS 20677;

Thence South 11°42'38" West, a distance of 115.45 feet to a steel post with tag marked PLS 20677;

Thence South 01°07'28" West, a distance of 85.10 feet to a steel post with tag marked PLS 20677;

Thence South 33°29'18" East, a distance of 102.59 feet to a pin and cap marked PLS 20677;

Thence South 89°49'07" West, a distance of 271.63 feet to a #5 rebar set in concrete;

Thence South 01°17'57" East, a distance of 292.02 feet to a pin and cap marked PLS 4307;

Thence North 88°29'43" West, a distance of 1342.57 feet to a pin and cap marked PLS 4307;

Thence North 00°00'00" East, a distance of 276.84 feet to a pin and cap marked PLS 4307;

Thence South 89°35'40" West, a distance of 10.79 feet to a pin and cap marked PLS 4307;

Thence North 00°51'57" West, a distance of 1083.63 feet to the Ute Meridian Baseline;

Thence along said line North 89°06'03" East, a distance of 1314.18 feet to the Point of Beginning.

Containing 47.436 Acres, more or less.