

Covenants, Easements and Restrictions
- "SECRET CANYON RANCH" -
Dolores County, Colorado

It is the intent of these covenants to protect and enhance the value, desirability and attractiveness of said property, and to prevent the construction of improper or unsuitable improvements. Restrictions are kept to a minimum while keeping in constant focus the right of property owners to enjoy their property in attractive surroundings free of nuisance, undue noise, and danger. Further, it is intended that the natural environment be disturbed as little as possible.

Said lot and all lots in the subdivision described on said survey map shall be subject to the following covenants and restrictions:

- (a) Lots shall be used only for residential, recreational, agricultural and ranching purposes.
- (b) ~~There~~ shall be only one single family dwelling on each lot. Two family and/or multi-family dwellings are prohibited. No building will be more than 30' in height.
- (c) All buildings, accessory structures, temporary cabins and sewage disposal systems shall adhere to the following setbacks.
 1. 100' from the shoreline of any pond.
 2. 100' from the boundary of any wetland.
 3. 25' from the side and rear lot lines of each lot.
 4. 100' from any stream, brook or intermittent water course.
 5. 100' from the centerline of any County or private road (placement of ~~sewage~~ disposal is exempt from this setback).
 6. 100' from the edge of the Dolores River canyon rim.
- (d) Further subdivision of lots less than thirty-five (35) acres is prohibited. Any future subdivision of lots greater than thirty-five (35) acres will require the approval of the Dolores County Commissioners. All future lots created must be greater than thirty-five (35) acres and include a physical and legal means of access. Any subdivided parcel(s) will be covered by these Covenants and become an automatic member of the Secret Canyon Ranch Owners Association.
- (e) No structure of temporary character, recreational vehicle, camper unit, trailer, mobile home, basement, tent, shack, garage, accessory building or other out-building shall be used on any parcel as a residence. Recreational vehicles, a temporary camp, tent or camper unit may be used for recreational purposes, but such structures shall not be allowed to remain on any lot for more than nine (9) months in a given year.
- (f) No motorized vehicle which is either non-operational or non-licensed shall be kept or stored on any parcel, unless said vehicle is kept or stored in a fully enclosed building meeting standards set forth in item (g).
- (g) The outside finish of all buildings must be completed within nine months after construction has started. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any building. The exterior finish of all buildings shall be composed of colors harmonious with the existing environment.
- (h) No owner shall cause or allow the origination of excessive odors or sounds from his parcel. No owner shall cause or allow any other nuisance of any kind whatsoever to exist on his parcel. In case of a dispute, at the request of an owner, the Land Owners Association board shall make the final determination of what constitutes a nuisance.
- (i) The following wildlife mitigation measures apply:
 1. All fencing shall be 48", 4 strand or less, with a 12" kickspace between the top two strands. Any rail fencing shall be the round type, 3 rail or less with at least 18" between 2 of the rails. Excluding corrals and loading pens.
 2. All structures shall be setback 100' from the edge of the Dolores River Canyon so that they are not visible from the Dolores River.
- (j) In the event an item of potential archaeological and/or historical significance is found on a lot within the Secret Canyon Ranch the find should be reported to a non-profit organization that is dedicated to

sounds from his parcel. No owner shall cause or allow any other nuisance of any kind whatsoever to exist on his parcel. In case of a dispute, at the request of an owner, the Land Owners Association board shall make the final determination of what constitutes a nuisance.

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 2. All structures shall be setback 100' from the edge of the Dolores River Canyon so that they are not visible from the Dolores River.
- (j) In the event an item of potential archaeological and/or historical significance is found on a lot within the Secret Canyon Ranch the find should be reported to a non-profit organization that is dedicated to archaeological research and education. Items of significance should not be disturbed or removed from the site except by a qualified archaeologist and only for historical preservation and educational purposes.
- (k) The burying or dumping of garbage, junk, trash, oil, petroleum or other liquid or solid waste or littering of any kind on any lot is strictly prohibited.
- (l) Commercial wood harvesting, mining and oil or gas production is prohibited.
- (m) Grantor will grant to each lot owner, and each lot owner grants to all other lot owners, easements for utilities along the access rights-of-way through the subdivision as shown on said survey map, such utilities to be located as close as practicable to existing roads.
- (n) All ~~ew~~ utilities must be constructed underground except when conditions such as ledge or wetlands will cause undue economic hardship for the lot owner. While Redstone Land Company, Inc. cannot accurately represent the cost of installation for utilities (alternative or conventional) it is our opinion that lots within this subdivision are suitable for year round occupancy.
- (o) An easement providing ingress and egress to each lot is granted over all existing roads within the subdivision for all County officials for purposes of monitoring and enforcing these covenants, easements and restrictions and/or County zoning regulations.
- (p) Maintenance of the private access roads within the subdivision shall be the sole responsibility of those lot owners which adjoin said private roads and are members of the Land Owners Association (LOA). Each lot owner agrees to keep their section of the road free of debris and all other natural and man-made obstructions. Lot owners will maintain roads in common with others in a suitable condition for two wheel drive vehicular traffic.
- (q) ~~The~~ Grantor and Grantees will covenant and agree that each lot shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall be included in all deeds and shall bind all lots in this subdivision. These covenants, restrictions and easements shall inure to the benefit of the Lot owners, their heirs, legal representatives, successors and assignees.
- (r) These covenants, restrictions and easements may be enforced by the owner(s) of any lot in said subdivision (including Grantor) against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof or to recover damages caused thereby. The failure to enforce any of these covenants, restrictions or easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any of these covenants, restrictions and easements shall not affect any other of these provisions which shall thereafter remain in full force and effect. Any lot owner who violates any of these covenants, restrictions and easements shall be liable for the reasonable attorneys' fees and legal expenses of any other lot owner who is successful in a legal action to enforce such covenant, restriction or easement.
- (s) These covenants, restrictions and easements may also be enforced by the Board of County Commissioners. The County shall likewise be entitled to recover the reasonable attorney's fees and legal expenses of enforcement in a successful legal action.
- (t) The Grantor reserves to itself the right to vary or modify the aforesaid covenants, restrictions and easements, in cases of hardship or practical difficulty where the basic intent and purposes of said covenants, restrictions and easements would not be violated, subject to approval by the Board of County Commissioners.

H/K

8.5"

11"

17"

Recorded at 3:40 o'clock P.M. July 24-6
Reception No. 36621 Book 95 Page 376-3
Earlene White Recorder, Dolores Co., Colorado
at M deputy

DECLARATION OF
SECRET CANYON RANCH HOMEOWNERS ASSOCIATION, INC.
COMMON INTEREST COMMUNITY

The undersigned declarant, Redstone Land Company, Inc., a Colorado Corporation, and pursuant to the provisions of C.R.S. §38-33.3-101 et seq., hereby states and declares as follows:

1. The name of the common interest community is Secret Canyon Ranch Subdivision.

2. All of the common interest community above described is located in Dolores County, Colorado.

3. The real property included in the common interest community is described as follows:

Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3; Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4; S $\frac{1}{2}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 5; E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9; E $\frac{1}{2}$, NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10; NW $\frac{1}{4}$ of Section 11; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 15; NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16; E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21; all of said land being in Township 41 North, Range 18 West, N.M.P.M., County of Dolores, State of Colorado.

4. The maximum number of units that the declarant reserves the right to create is 70 lots.

5. The plat of the Subdivision, including all boundaries, easements, roadways and appurtenances, is recorded in Plat Book 2 at Pages 96a - 96d, Reception #136565, of the records of the Dolores County Clerk and Recorder.

6. The only common elements platted and relevant to this Subdivision are the non-county road private access roads contiguous to the lots in the subject Subdivision.

7. There shall be no real estate subsequently allocated as limited common elements except upon proper amendment to this declaration.

8. There shall be no special development rights reserved by the declarant with regard to any portion of the Subdivision.

9. Each lot shall be allocated 1/70th of the total common expenses or assessments. The allocation of the assessments shall be determined according to the above set forth formula and no lot owner shall be responsible for the payment of more than the fraction set forth herein. The formula described is determined by dividing the total number of lots in the Subdivision by the number of lot or lots owned.

10. No lots may be added to or withdrawn from the common interest community.

11. Except for minor variation due to the rounding of

fractions or percentages, the sum of the common expense liabilities allocated at any time to all the lots in the Subdivision shall equal one (1) if stated as fractions or one hundred percent (100%) if stated as percentages. In the event of discrepancies between an allocated interest and the result derived from application of the pertinent formula, the allocated interest prevails.

12. There shall be no restrictions of the use, occupancy and alienation of the lots or on the amounts for which a lot may be sold or on the amount that may be received by a lot owner on sale, condemnation or casualty loss to the lot or to the common interest community or on termination of the common interest except as expressly set forth in the Restrictive Covenants appurtenant to the Subdivision, recorded in Plat Book 2, Pages 96a - 96d of the records of Dolores County Clerk and Recorder.

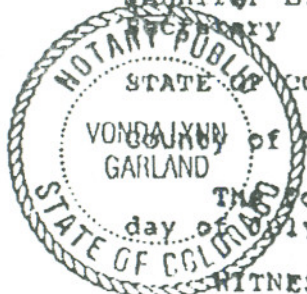
13. All notices of matters affecting the common interest community may be given to lot owners by regular mail, through the U.S. Postal Service, directed to the last known address of record maintained by the Secretary of the Association.

DATED this 24th day of July, 1996.

REDSTONE LAND COMPANY, INC.
a Colorado Corporation

By [Signature]
Dan Dattola

[Signature]
Jennifer L. B. Grisi,



Secretary
STATE OF COLORADO)
County of Montezuma) SS

The foregoing instrument was acknowledged before me this 24TH day of July, 1996, by Dan Dattola.

WITNESS my hand and official seal.

My Commission Expires 3-24-97

[Signature]
Notary Public

STATE OF New York)
County of Franklin) SS

The foregoing instrument was acknowledged before me this 24TH day of July, 1996, by Jennifer L. B. Grisi

WITNESS my hand and official seal.
My commission expires:

[Signature]
Notary Public

VIRGINIA M EARLIN
Notary Public, State of New York
No. 4876736
Qualified in Franklin County
Commission Expires 12-08 -96