

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS MADE this 14th day of February, 1978, by GAME TRAIL PROPERTIES, LTD., a limited partnership, hereinafter referred to as "GAME TRAIL".

RECITALS:

A. Game Trail is the record owner of certain real property located in Chaffee County, Colorado, known as GAME TRAIL SUBDIVISION Filing No. 1 (the "Property"), and more particularly described in the plats thereof recorded in the Office of the Chaffee County Clerk and Recorder.

B. Game Trail desires to insure the attractiveness of the individual tracts within the Property; to prevent any future impairment thereof; to prevent nuisances; to preserve, protect and enhance the values and amenities of the Property for the benefit of all property owners; to provide for the maintenance of streets, roads, walkways and trails; and to establish the Property as a game preserve in the interest of the protection of wildlife and wildlife habitat.

C. It is understood and declared to be a common purpose of Game Trail and its residents that this territory is to be perpetually maintained in as nearly a natural state as possible consistent with residential use heretofore adopted. In particular, Game Trail is to remain a natural corridor and preserve for the wild game that have historically inhabited the area, whose presence and free passage will continue to be encouraged at all times. Accordingly, special attention is called to those provisions below pertaining to the game and to the prohibitions against any hunting, molestation, or other interference with wildlife on Game Trail property.

NOW THEREFORE, Game Trail declares that the Property shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens, and rights hereinafter set forth, all of which shall run with the land and inure to the benefit of and be binding upon the owners, their heirs, successors and assigns.

1. Each tract shall be used for single-family dwelling or recreational residence purposes only. No tract or tracts shall be subdivided, except for the purpose of combining portions with an adjoining tract, provided that no additional tract or building site is created thereby and then only with the express permission of Game Trail. Any ownership or single holding by any person comprising the whole of one tract and part or parts of one or more adjoining tracts shall, for all purposes of these covenants and restrictions, be deemed a single tract. Not less than one entire tract as originally platted shall be used as a building site.

2. No business or profession which involves the solicitation or invitation of the general public or clients shall be conducted on any lot or in any residence constructed thereon. No cattle, sheep, goats, pigs, rabbits, poultry, or other livestock of any description shall be kept or maintained on any part of any lot. Residents may keep dogs, cats, or other animals which are bona fide household pets so long as such pets are not kept for commercial purposes and do not make objectionable noises. All dogs must be confined to the residence or tract of its owner and must be under the direct control

of its owner at all times and shall not be permitted to molest or interfere with wildlife. It is understood that at some future date, Game Trail may seek to establish appropriate common facilities for the maintenance of horses on the Property and in that event such maintenance of horses shall be in accordance with regulations established by Game Trail and subject to approval by County authorities.

3. No building, facility, wall, fence, outbuilding, or other structure of any kind, or any additions thereto, shall be erected, or the erection thereof begun, on any tract until the plans, specifications, an architectural sketch thereof and the proposed location of said structure on the tract shall have been first presented to and approved in writing by Game Trail, its successors or assigns. The exterior design and color scheme of any structure shall be in keeping with the rustic mountain character of the Property. Approval shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures, relation of the proposed improvements to the natural topography, grade and finished ground elevation of the structure to that of neighboring structures and natural features of the Property, and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions.

4. The ground floor area of any dwelling of two (2) or more floors erected on a tract shall contain a minimum of eight hundred (800) square feet, exclusive of porches and garages, unless otherwise approved in writing by Game Trail. The minimum area of living space of any single-family dwelling therein, and exclusive of porches and garages, shall be not less than one thousand (1,000) square feet, unless otherwise approved in writing by Game Trail.

5. Each tract at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed on any lot so as to be visible to any neighboring tract, road, except as is necessary during the period of construction.

6. No living tree shall be removed from any tract if the diameter at the base of said tree exceeds three inches except upon prior approval of Game Trail. Such approval shall be given in order to permit construction as provided in paragraph 3 hereof, or in connection with approved forestry maintenance practices. Each property owner shall maintain the trees on his tract in accordance with approved forestry practices for protection of his trees and trees on adjoining tracts.

7. No permanent elevated tanks of any kind shall be erected, placed, or permitted upon any part of said property. Any permanent tanks to be used in connection with any residences constructed on any tract, including tanks for the storage of gas, oil, or water must be below ground. All types of refrigerating, cooling, or heating apparatus must be concealed. Temporary propane tanks, installed prior to natural gas tap-on and permanent service, may be installed upon approval of Game Trail and must be enclosed by an approved fence.

8. Easements and rights-of-way in perpetuity are hereby reserved for the erection, construction, maintenance, and operation of wires, cable, pipe, conduits, and apparatus for the transmission of electrical current, telephone, television and radio lines and for the furnishing of water, gas, sewer service, or for the furnishing of other utility purposes together with the right of entry for the purpose of installing, maintaining, reading gas, electric, and water meter together with the further rights to Game Trail to convey or lease the whole, or any portion of such easements, rights-of-way, right of entry, to any person or persons or to any corporation or municipal body, under, along, across, upon and through the Property as more particularly described on the plat

thereof of record in the Chaffee County Clerk and Recorder's Office. No unplatted easement shall be utilized by a property owner except upon the prior written approval of Game Trail.

9. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completions impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

10. Each property owner shall construct and maintain suitable and adequate parking space on his tract for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in the Property.

11. No trailer, basement of a partially completed dwelling, tent, garage, barn, shed, structure or facility erected or maintained on any tract shall at any time be used as a residence.

12. Wells shall be restricted to in-house use only, without any right to use the water outside the house, subject to such future change in the water augmentation program for the subdivision, as may provide additional water for domestic and other pursuits as may be authorized by competent authority. Leaching fields within the Property shall be buried to a depth of at least 30 inches from the surface of the ground. There shall be no evapotranspiration sewage treatment units.

13. At such time as a sufficient number of tracts have been sold, this determination to be made solely and exclusively by Game Trail, there will be organized a non-profit corporation known as "Game Trail Association, Inc." which will have as its function the maintenance of roads, easements and common areas within the Property which are conveyed to it by Game Trail. All owners of tracts shall become members of the Association upon its formation, or upon the date of purchase of their tract once the Association has been formed. Maintenance will be provided by Game Trail until such time as above Association has been formed. Assessments, to cover such maintenance will be made by Game Trail and subsequently by the Association on a pro rate basis based upon each tract paying an equal share in accordance with its Articles of Incorporation and By-Laws. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligation shall continue even though the owner's interest in the property shall be transferred. Said lien shall be filed with Chaffee County Clerk and Recorder. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association or Game Trail may bring legal action against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment all costs incurred by the Association or Game Trail in foreclosing the lien or in collecting the amount owing, including any reasonable attorney's fees.

14. There is designated a game preserve area for the Property and same shall be for the use and benefit of the property owners, their heirs and assigns, in strict accordance with the rules, regulations, provisions, restrictions and conditions promulgated by Game Trail. Said game preserve area is designated and shown on the plat of record in the Chaffee County Clerk and Recorder's Office.

15. At all times, wildlife in the area shall be allowed free access and passage within the Property without interference or disturbance of habitat. No hunting shall be permitted on the Property at any time except as Game Trail may determine to be necessary for safety or for prudent ecological and environmental reasons.

16. Game Trail hereby reserves the rights to grant a reasonable variance or adjustment of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of restriction contained herein. Such variance or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements of the neighborhood and shall not defeat the general intent and purpose of these restrictions.

17. In the event any one or more of the provisions, conditions, restrictions, or covenants contained herein shall be held by any court or competent jurisdiction to be null and void, all remaining restrictions and covenants herein set forth shall remain in full force and effect.

18. Any violation of the provisions, conditions, or restrictions contained herein shall warrant Game Trail or any other property owner to apply to any court of law or equity having jurisdiction thereof for an injunction or proper relief in order to enforce same in the court, and the court in its discretion may award the plaintiff his court costs and reasonable attorneys fees. No delay on the part of Game Trail or any other person in the exercising of any right, power, or remedy contained herein shall be construed as a waiver thereof or an acquiescence therein. Various rights and remedies of all person hereunder shall be cumulative and Game Trail or any other property owner may use any or all of said rights without in any way affecting the ability of Game Trail or any other property owner to use or rely upon or enforce any other right.

19. The provisions contained herein are for the benefit of each and all of the tracts in the Property, and shall inure to the benefit of and be binding upon Game Trail, its purchasers,, and the subsequent owners of each said tracts. Each purchaser of tracts included within this declaration by acceptance of a deed to same shall be subject to each an all the restrictions, conditions, covenants, and agreements contained herein and to the jurisdiction, right and powers of Game Trail. And by such acceptance, shall for himself, his heirs, personal representatives, successors and assigns, covenant and agree and consent to and with the grantees and subsequent owners of each of said tracts, to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements contained herein.

20. All the restrictions contained herein shall constitute covenants running with land as to all of the tracts within the Property. It shall continue to be binding upon the owners of said lands in all person claiming by, through or under said owners for a period of twenty-five years from the date this document is filed for record with Clerk and Recorder of Chaffee County, Colorado, and shall thereafter automatically be extended for further periods of twenty-five years; provided, however, that any or all of these restrictions, except those contained in paragraph 12 hereof, may be modified by Game Trail or , upon the formation of the Association referred to in paragraph 13 hereof, by agreement of seventy-five percent (75%) of the members thereof. The restrictions contained in paragraph 12 hereof may be modified only as provided therein.

