



533261

Page: 1 of 42

08/01/2003 03:48P

S Dominguez Gunnison Cty Co 135

R 211.00

D 0.00

**DECLARATION
OF
PROTECTIVE
COVENANTS

OF

SADDLE RIDGE RANCH
ESTATES**

Prepared by:
Wilderson, O'Hayre, Dawson & Frazier, P.C.
120 North Taylor Street
P. O. Box 179
Gunnison, Colorado 81230

970-641-3326
970-641-3094 Fax



DECLARATION OF PROTECTIVE COVENANTS

OF

SADDLE RIDGE RANCH ESTATES

TABLE OF CONTENTS

ARTICLE 1 1

 STATEMENT OF PURPOSE OF DECLARATION 1

 Section 1.1 Ownership of Property 1

 Section 1.2 Declaration of Covenants 1

 Section 1.3 Common Interest Community 1

 Section 1.4 Statement of Purpose 1

ARTICLE 2 2

 DEFINITIONS 2

 Section 2.1 "Assessments" 2

 Section 2.2 "Association" 2

 Section 2.3 "Association Documents" 2

 Section 2.4 "Board of Directors" or "Board" 2

 Section 2.5 "Building" 2

 Section 2.6 "Building Site" or "Building Envelope" 2

 Section 2.7 "Colorado Common Interest Ownership Act"

 2

 Section 2.8 "Common Interest Community" 2

 Section 2.9 "Declarant" 3

 Section 2.10 "Declaration" or "Declaration of Protective

Covenants" 3

 Section 2.11 "Deed Restrictions" 3

 Section 2.12 "Design Guidelines" 3

 Section 2.13 "Design Review Board" 3

 Section 2.14 "Effective Open Space" 3

 Section 2.15 "Equestrian Center" 3

 Section 2.16 "Garage" 3

 Section 2.17 "Improvement" 3

 Section 2.18 "Irrigation Plan" 3

 Section 2.19 "Landscaping" 4

 Section 2.20 "Long-term Rental" 4

 Section 2.21 "Lot" 4

 Section 2.22 "Maintenance Fund" 4

 Section 2.23 "Member" 4

 Section 2.24 "Mortgage" 4



Section 2.25 "Open Space" 4
 Section 2.26 "Owner" 4
 Section 2.27 "Plat" 4
 Section 2.28 "Property" 4
 Section 2.29 "Recreational Open Space" 4
 Section 2.30 "Saddle Ridge Ranch Estates" 5
 Section 2.31 "Single-Family Lot" 5
 Section 2.32 "Single-Family Residence" 5

ARTICLE 3 5

USE OF SADDLE RIDGE RANCH ESTATES 5

Section 3.1 Building Site Use 5
 Section 3.2 Use of Lot 5
 Section 3.3 Effective Open Space 5
 Section 3.4 Recreational Open Space 6
 Section 3.5 Water and Irrigation 6
 Section 3.6 Wildlife 6
 Section 3.7 Recreational Activities 6
 Section 3.8 Partition of Lots 7
 Section 3.9 Combining of Lots 7

ARTICLE 4 7

USE OF LOTS 7

Section 4.1 Residential Use 7
 Section 4.2 Building Envelope 7
 Section 4.3 Garage 7
 Section 4.4 Fire Protection Systems 7
 Section 4.5 Approval of Use 8
 Section 4.6 No Commercial Use 8

ARTICLE 5 8

DESIGN REVIEW AND APPROVAL 8

Section 5.1 Board 8
 Section 5.2 Review and Approval 8
 Section 5.3 Submission Requirements 8
 Section 5.4 Quorum 8
 Section 5.5 Final Decision 8
 Section 5.6 Rules and Regulations 9
 Section 5.7 Design Review Fee 9
 Section 5.8 Limitation of Liability 9
 Section 5.9 Building Permit 9
 Section 5.10 Variances 9
 Section 5.11 Association Requirements 10

ARTICLE 6 10



EQUESTRIAN CENTER 10

 Section 6.1 Ownership and Use 10

 Section 6.2 Boarding of Horses 10

 Section 6.3 Assessments and Fees 10

 Section 6.4 Rules and Regulations 11

 Section 6.5 Management of Grazing 11

 Section 6.6 Disposal of Animal Waste 11

 Section 6.7 Caretaker Lot 11

ARTICLE 7 12

DESIGN REQUIREMENTS 12

 Section 7.1 Design Requirements 12

 Section 7.2 Building Site 12

 Section 7.3 Uniform Building Code 12

 Section 7.4 Building Density 12

 Section 7.5 Height 13

 Section 7.6 Design Guidelines 13

 Section 7.7 Required Approvals 13

ARTICLE 8 13

CONSTRUCTION, USE AND MAINTENANCE REQUIREMENTS 13

 Section 8.1 Excavation 13

 Section 8.2 Electrical, Telephone and Utility Services ... 13

 Section 8.3 Water Service 14

 Section 8.4 Sewer Systems 14

 Section 8.5 Assessments 14

 Section 8.6 Signs 14

 Section 8.7 Drainage 14

 Section 8.8 Temporary Structures 14

 Section 8.9 Continuity of Construction 15

 Section 8.10 Landscaping 15

 Section 8.11 Weed Management and Control 15

 Section 8.12 Trash 15

 Section 8.13 Abandoned or Inoperable Vehicles 15

 Section 8.14 Noise 15

 Section 8.15 Nuisance 16

 Section 8.16 Hazardous Activities 16

ARTICLE 9 16

ANIMALS 16

 Section 9.1 Dogs and Cats 16

 Section 9.2 Other Animals and Pets 16

 Section 9.3 Rules and Regulations 16

 Section 9.4 Impoundment of Animals 17



ARTICLE 10 17

SADDLE RIDGE RANCH ESTATES HOMEOWNERS ASSOCIATION 17

 Section 10.1 Government of Association 17

 Section 10.2 Members 17

 Section 10.3 Termination of Membership 17

 Section 10.4 Voting Rights 17

 Section 10.5 Compliance with Documents 17

 Section 10.6 Rules and Regulations 17

 Section 10.7 Dedication of Recreational Open Space ... 18

 Section 10.8 Management of Recreational Open Spaces 18

 18

 Section 10.9 Irrigation 19

 Section 10.10 Dedication of Trail Easement 19

 Section 10.11 Roads and Streets 19

ARTICLE 11 19

MAINTENANCE ASSESSMENTS 19

 Section 11.1 Creation of Lien 19

 Section 11.2 Purpose of Assessments 20

 Section 11.3 Regular Assessments 20

 Section 11.4 Special Assessments 20

 Section 11.5 Assessment for Each Lot 20

 Section 11.6 Default Assessments 21

 Section 11.7 Nonpayment of Assessments 21

 Section 11.8 Successor's Liability for Assessment 22

ARTICLE 12 22

ENFORCEMENT OF COVENANTS 22

 Section 12.1 Violations Deemed a Nuisance 22

 Section 12.2 Failure to Comply 22

 Section 12.3 Who May Enforce 23

 Section 12.4 No Waiver 23

 Section 12.5 Right of Gunnison County, Colorado 23

ARTICLE 13 23

DURATION OF COVENANTS 23

 Section 13.1 Term 23

 Section 13.2 Amendment 23

 Section 13.3 Amendment by Declarant 23

 Section 13.4 Required Approvals 24

ARTICLE 14 24

PRINCIPLES OF INTERPRETATION 24

 Section 14.1 Severability 24

 Section 14.2 Construction 24



533261

Page: 6 of 42
08/01/2003 03:48P

S Dominguez Gunnison Cty Co 135 R 211.00 D 0.00

Section 14.3 Headings 24

Section 14.4 Written Notice 24

Section 14.5 Limitation of Liability 24

Section 14.6 Attorneys' Fees 25

Section 14.7 Applicable Law 25

Section 14.8 Interest 25



DECLARATION OF PROTECTIVE COVENANTS

OF

SADDLE RIDGE RANCH ESTATES

THIS DECLARATION AND AGREEMENT is executed the 31st day of July, 2003, by Roscoe Development Corporation, a Colorado corporation, hereafter termed "Declarant".

ARTICLE 1

STATEMENT OF PURPOSE OF DECLARATION

Section 1.1 Ownership of Property. Declarant is the owner of the real property ("Property") situate in Gunnison County, Colorado, described as follows:

The Real Property, together with all improvements situate thereon, as set forth on attached Exhibit A,

Together with all water and water rights as set forth on attached Exhibit B.

Section 1.2 Declaration of Covenants. Declarant hereby makes, declares and establishes the following covenants, restrictions and easements which shall affect the Property. This Declaration of Protective Covenants shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts or parcels thereof, their heirs, successors and assigns and their employees, guests and invitees and shall inure to and be for the benefit of each Owner of a Lot within the Property.

Section 1.3 Common Interest Community. Declarant further declares the Property to be a Common Interest Community in accordance with the Colorado Common Interest Ownership Act. The annual average common expense liability of each Lot, exclusive of optional user fees and any insurance premiums paid by the Association, as defined below, will not exceed \$300.00 and pursuant to Colorado Revised Statutes Section 38-33.3-116, is therefore exempt from the provisions of the Colorado Common Interest Ownership Act, except only for Sections 38-33.3-105, 38-33.3-106 and 38-33.3-107. If the annual average common expense liability of each Lot, exclusive of optional user fees and any insurance premiums paid by the Association, should ever exceed the statutory maximum amount for exemption from full conformance with the Colorado Common Interest Ownership Act, then the Association will fully conform with the provisions of the Colorado Common Interest Ownership Act.

Section 1.4 Statement of Purpose. This Declaration of Protective Covenants is imposed for the benefit of all Owners and future owners of Lots, tracts, and parcels located within the Property and to provide for the preservation of values of the Property



and to preserve the covenants, easements, restrictions, assessments and liens hereafter set forth, all of which are for the benefit of the Property.

In construing the purposes of these Protective Covenants primary consideration shall be given to assure the continued agricultural and recreational usage of the Property in harmony with the residential usage of the Lots.

**ARTICLE 2
DEFINITIONS**

The following terms and words shall have the following definitions:

Section 2.1 **"Assessments"** shall mean regular monthly, quarterly or annual assessments, special assessments or default assessments levied pursuant to the Association Documents to provide the funds required to meet the obligations of the Association, including the expenses of the agricultural operation of Saddle Ridge Ranch Estates.

Section 2.2 **"Association"** shall mean the Saddle Ridge Ranch Estates Homeowners Association, a Colorado nonprofit corporation, or any successor thereof charged with the duties and obligations set forth herein.

Section 2.3 **"Association Documents"** shall mean this Declaration of Protective Covenants, the Articles of Incorporation and Bylaws of the Association, any amendments thereto, the Design Guidelines adopted by the Association, the Affordable Housing Restrictions, the Deed Restrictions, the Irrigation Plan, and any rules, regulations or policies adopted by the Association.

Section 2.4 **"Board of Directors" or "Board"** shall mean the Board of Directors of the Association duly elected and acting according to the Articles of Incorporation and Bylaws of the Association. The Board of Directors is also defined as an Executive Board by the Colorado Common Interest Ownership Act.

Section 2.5 **"Building"** shall mean any structure having a roof supported by columns or walls, or any similar type of Improvement situate and located within the Property.

Section 2.6 **"Building Site" or "Building Envelope"** shall mean the site, envelope or area within a Lot where the Building and other Improvements shall be located within a Lot and as set forth on the Plat of Saddle Ridge Ranch Estates.

Section 2.7 **"Colorado Common Interest Ownership Act"** shall mean the "Colorado Common Interest Ownership Act of the State of Colorado and being Section 38-33.3-101, et seq., Colorado Revised Statutes."

Section 2.8 **"Common Interest Community"** shall have the definition set forth



533261

Page: 9 of 42

08/01/2003 03:48P

D 0.00

in the Colorado Common Interest Ownership Act.

Section 2.9 "Declarant" shall mean Roscoe Development Corporation, a Colorado corporation, its successors and assigns.

Section 2.10 "Declaration" or "Declaration of Protective Covenants" shall mean this Declaration of Protective Covenants of Saddle Ridge Ranch Estates and as the same may be hereafter amended, modified or extended.

Section 2.11 "Deed Restrictions" shall mean the deed restrictions on the conveyance of the water to the Association as set forth in attached Exhibit C and recorded at Reception No. 533266 of the records of Gunnison County, Colorado.

Section 2.12 "Design Guidelines" shall mean those guidelines, rules and regulations published from time to time by the Design Review Board.

Section 2.13 "Design Review Board" shall mean the Board of Directors of the Association.

Section 2.14 "Effective Open Space" shall mean that portion of any Lot delineated on the Plat as Effective Open Space.

Section 2.15 "Equestrian Center" shall mean the facility, owned and maintained by the Association and located in the area set forth on the Plat which shall consist of a barn with stalls and facilities for the care and maintenance of horses, outside stalls and corrals, hay storage areas, horse maintenance areas, garage, meeting area and in general all facilities needed or required for the operation of an equestrian center. The Equestrian Center is adjacent to the Caretaker Lot as shown on the Plat, which shall contain a three bedroom residence for owner occupancy or Long-term Rental to qualified individuals.

Section 2.16 "Garage" shall mean an accessory portion of a Single-Family Residence designed for the storage of one or more motor vehicles and any incidental use associated therewith. Any Garage, if not within the Single-Family Residence be attached by usable living area.

Section 2.17 "Improvement" shall mean all buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, decks, enclosures, changes in exterior color or shape, excavation, and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior Improvement constructed or completed on the Property.

Section 2.18 "Irrigation Plan" shall mean the irrigation practices and procedures set forth in attached Exhibit D.



Section 2.19 "Landscaping" shall mean planted areas and plant materials, including trees, shrubs, lawns, flower beds and ground cover.

Section 2.20 "Long-term Rental" shall mean owner occupancy or the rental for a period of six (6) consecutive months or more to a resident of Gunnison County.

Section 2.21 "Lot" shall mean a tract, lot or parcel of land as set forth on the plat of Saddle Ridge Ranch Estates.

Section 2.22 "Maintenance Fund" shall mean the fund created by Assessments and fees levied pursuant to this Declaration to provide the Association with funds it requires to carry out its duties hereunder.

Section 2.23 "Member" shall mean any Owner holding membership in the Association.

Section 2.24 "Mortgage" shall mean any mortgage, deed of trust or other document pledging a Lot or any interest therein as security for the payment of any indebtedness. "First Mortgage" shall mean any mortgage which is not subject to or junior to any lien or encumbrance, except liens for taxes and other liens which are given priority by statute.

Section 2.25 "Open Space" shall mean all of a Lot except only the Building Site and any Effective Open Space and shall be limited to, lawns, gardens, walkways, sidewalks, parking areas, driveways, and outdoor living and recreational space.

Section 2.26 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot; provided, however, that prior to the first conveyance of any Lot for value after this Declaration, the Owner shall mean the Declarant unless the Declarant has designated its successor in ownership of fee simple title to exercise the rights, duties and obligations of ownership.

Section 2.27 "Plat" shall mean the Plat of Saddle Ridge Ranch Estates as filed in the records of Gunnison County, Colorado, which is subject to these Protective Covenants, and as the same may be amended, enlarged or revised from time to time and affecting the Property.

Section 2.28 "Property" shall mean and include all of the property subject to this Declaration.

Section 2.29 "Recreational Open Space" shall mean all of the Property in which the Association owns any interest or has a leasehold interest, not including any portion of a Lot, for the common use and enjoyment of its members as designated on the recorded plat. Such interest may include, without limitation, estates in fee, estates for a



term of years, leasehold estates, or easements.

Section 2.30 "Saddle Ridge Ranch Estates" shall mean all of the Property as set forth on Exhibit A and Exhibit B and shall also mean all of the Property as may be platted or set forth on a plat filed in the records of Gunnison County, Colorado pertaining to Saddle Ridge Ranch Estates.

Section 2.31 "Single-Family Lot" shall mean Lots 1 through 18 as shown on the Plat of Saddle Ridge Ranch Estates upon which a Single-Family Residence can be constructed.

Section 2.32 "Single-Family Residence" shall mean the primary residence on any Single-Family Lot designed for occupancy by the Owner of the Lot and containing one contiguous building consisting of the primary residence and a Garage.

ARTICLE 3
USE OF SADDLE RIDGE RANCH ESTATES

Section 3.1 Building Site Use. The Building Site of each Lot shall be used for the construction, erection and maintenance of the Building situate upon a Lot as provided in Article 7 of this Declaration of Protective Covenants.

Section 3.2 Use of Lot. Each Lot shall be for the exclusive use of the Owner of the Lot, members of his family, his tenants and his guests. The Lot may be utilized for landscaping, the installation and maintenance of utilities, irrigation ditches and the water and sewer systems of Saddle Ridge Ranch Estates. That portion of the Lot designated as Effective Open Space shall have the additional uses as set forth in Section 3.3.

Section 3.3 Effective Open Space. No structures, Buildings, Improvements, or landscaping shall be permitted within any Effective Open Space and the Effective Open Space shall be kept and maintained in its natural condition. The Effective Open Space may be utilized for the installation and maintenance of utilities, the installation and maintenance of irrigation ditches and water and sewer systems for Saddle Ridge Ranch Estates and for the pasturage of horses. Perimeter fences are permissible, subject to compliance with the Design Guidelines, as follows: (1) the Owner may erect a fence between the Effective Open Space and the remainder of the Lot and (2) the Association may erect a perimeter fence on the common boundary line between the Effective Open Space of the Lot and Recreational Open Space, with an adequate gate for entrance to and from each Lot, and, if necessary, perimeter fences on the side Lot lines of the Effective Open Space as might be necessary or desirable for the control of the grazing of horses. The Association, in its reasonable discretion, may cut, mow or control the grass and vegetation within the Effective Open Space for aesthetic and fire protection purposes. The Association may also permit the grazing of horses within the Effective Open Space for the control of grass and vegetation under such rules and regulations that the Association may adopt.



Section 3.4 Recreational Open Space. The Recreational Open Space of Saddle Ridge Ranch Estates, being all of the Property less the Lots, shall be used exclusively for:

3.4.1 Agricultural and ranch purposes.

3.4.2 An Equestrian Center.

3.4.3 Recreational uses as determined by the Association including community parks, walking, horseback riding, bicycling, and cross-country skiing.

3.4.4 Roads, driveways and installation and maintenance of utilities and necessary structures for the utilities.

3.4.5 Ditches and irrigation structures and the irrigation of the Recreational Open Space.

Section 3.5 Water and Irrigation. All of the water and water rights as set forth on attached Exhibit B (the "Water Rights") are owned, controlled and administered by the Association. The Water Rights shall at all times be administered, controlled and maintained by the Association in conformance with (1) the Deed Restrictions as set forth in the conveyance of the Water Rights to the Association, a copy of which is attached hereto as Exhibit C; (2) the Irrigation Plan attached hereto as Exhibit D; and (3) the terms and conditions of the Decree in Case No. 97-CW-92 recorded September 4, 2002 bearing Reception No. 523455, as hereafter amended. The Association shall have the further right to adopt such rules and regulations as may be reasonably necessary to own, administer and control the Water Rights, except that such rules and regulations shall not be in conflict with the Irrigation Plan or the Deed Restrictions. The Association shall have a perpetual easement across any Owner's Lot for the maintenance, repair, replacement, and administration of any irrigation ditches, laterals or distribution structures which deliver irrigation water to the Property or any Lot. No Owner, family members, guests, invitees, or employees shall, at any time, interfere with, obstruct or utilize any irrigation ditch or irrigation water for the irrigation of the Recreational Open Space and Effective Open Space unless expressly authorized to do so by the Board of Directors; provided, however, any Owner may at any time utilize the irrigation water available for the irrigation of the Owner's Lot in accordance with the Rules and Regulations of the Association.

Section 3.6 Wildlife. Wildlife, in its natural state within Saddle Ridge Ranch Estates, will be encouraged. The recreational and agricultural usage of Saddle Ridge Ranch Estates will be accomplished in a manner to encourage and protect all wildlife, and no hunting, fishing, or taking of any wildlife shall be allowed except in accordance with all applicable laws, rules and regulations, this Declaration and the rules and regulations of Saddle Ridge Ranch Estates.

Section 3.7 Recreational Activities. All recreational activities within Saddle



Ridge Ranch Estates, including but not limited to skiing, hiking, bicycling, and horseback riding shall be in accordance with Rules and Regulations adopted by the Board of Directors. All recreational activities shall be solely for the private use and enjoyment of the Owners, members of their family, their guests and invitees, except for the use of the trail easement set forth in Section 10.10.

Section 3.8 Partition of Lots. No Lot may be partitioned, subdivided nor, in any manner, divided into two or more tracts of land except as set forth in this Declaration.

Section 3.9 Combining of Lots. In the event that the same Owner owns two adjoining Lots and desires to change the location of the Building Envelopes for each Lot to reflect a single Building Envelope for the combined usage of both Lots, the Owner may do so subject to compliance with the following conditions:

3.9.1 By appropriate land covenant or other recorded document, the Owner commits, agrees and covenants that both Lots will be treated as a single Lot for the purpose of compliance with the Declaration of Protective Covenants and must thereafter remain in common ownership by the same Owner.

3.9.2 The Owner submits to and obtains recorded approval from the Design Review Board for a change of the Building Envelope.

3.9.3 If any Owner changes the location of a Building Envelope, in addition to approval from the Design Review Board, the change in the Building Envelope must be submitted to and approved by the Gunnison County Planning Department under such terms as it designates.

ARTICLE 4
USE OF LOTS

Section 4.1 Residential Use. All Lots shall be used exclusively for residential purposes and shall be limited to one Single-Family Residence with an attached Garage on the Single-Family Lots. No additional Buildings, Improvements, or usage shall be permitted except as authorized by this Declaration and the Design Guidelines.

Section 4.2 Building Envelope. The Single-Family Residence, with attached Garage shall be situate within the designated Building Envelope of the Lot.

Section 4.3 Garage. One Garage within the Single-Family Residence or attached by usable living area to the Single-Family Residence shall be required on each Lot. All Garages shall, at a minimum by size, be a two car garage and sufficient in size to park and store all motor vehicles, recreational vehicles, all terrain vehicles, snowmobiles, boats and trailers located upon the Lot.

Section 4.4 Fire Protection Systems. All residential Buildings situate upon the



Property shall have installed and maintained smoke detectors and water or chemical sprinkler systems of a type and design, including water pressure, sufficient for fire protection of the Building.

Section 4.5 Approval of Use. No Improvement shall be constructed on any Lot, except only as approved by the Design Review Board.

Section 4.6 No Commercial Use. No commercial or business enterprise of any nature shall be allowed or permitted on any Lot; provided, however, that the Owner of a Lot may be permitted to conduct an in-home executive office or an in-home occupation, artistic or literary activity on a Lot upon the prior approval by the Design Review Board as to such occupation or activity. No such occupation or activity shall be approved by the Design Review Board which would create a visual, sound or traffic nuisance. Any such occupation or activity shall be subject to a reasonable limitation as to the number of persons and the number and type of motor vehicles involved in such occupation or activity. Certain in-home activities may require a Land Use Change Permit from Gunnison County.

ARTICLE 5
DESIGN REVIEW AND APPROVAL

Section 5.1 Board. The Board of Directors of the Association shall be the Design Review Board.

Section 5.2 Review and Approval. No Single-Family Residence, Garage, Building or Improvement shall be commenced, constructed, erected, maintained, altered or changed upon any Lot, nor shall any Landscaping or fencing be accomplished, nor shall any exterior addition, change or alteration be made, until the plans and specifications therefore have been submitted to and approved in writing by the Design Review Board in the manner hereafter set forth and contained in the Design Guidelines.

Section 5.3 Submission Requirements. Prior to the commencement of any such construction or the accomplishment of any items requiring the approval of the Design Review Board, an application, together with all plans and documents, for such Building, Improvement or item shall be submitted to the Design Review Board for approval. The submittal requirements and the method of review shall be as set forth in the Design Guidelines.

Section 5.4 Quorum. A majority of the Design Review Board shall constitute a quorum and all decisions of the Design Review Board shall be by a majority vote of the Members present.

Section 5.5 Final Decision. The decision of the Design Review Board as to the final plan application shall be final, subject only to the right of judicial review as provided by the laws of the State of Colorado. The Board shall indicate to any applicant,



in the event of disapproval of the final plan application, the reasons why the final plan application was rejected and grant to the applicant an opportunity to resubmit with the revisions and corrections that would bring the request for final plan approval into conformity with the requirements of this Declaration of Protective Covenants and the Design Guidelines.

Section 5.6 Rules and Regulations. This Design Review Board may adopt such rules and regulations as are appropriate to govern its proceedings as a Design Review Board.

Section 5.7 Design Review Fee. The Design Review Board shall adopt a schedule of fees to be charged for each application submitted to the Design Review Board for review and approval. Such fee shall be in an amount reasonably determined to cover the actual costs and fees of the Design Review Board in processing the application. Such fee shall be paid by the applicant on or before the date of hearing on the application.

Section 5.8 Limitation of Liability. The Design Review Board shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it for review and approval. Neither the Design Review Board, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Board in connection with the submittal of any plans and specifications for approval, except only to the extent that the Design Review Board, or any individual member thereof, acted with malice or wrongful intent.

Section 5.9 Building Permit. In addition to the approval requirements by the Design Review Board, each Owner is responsible for obtaining all approvals, licenses and permits as may be required by Gunnison County, Colorado, and any entity or district having jurisdiction over the Lot prior to the commencement of construction.

Section 5.10 Variances. The Design Review Board may grant variances as to the design requirements contained in this Declaration of Protective Covenants and the Design Guidelines and the location of the Building Site under the following conditions:

5.10.1 An application for a variance shall be submitted in the same manner as is required for design review approval. If the requested variance is part of an application for approval of a Building or other structure, such request may be submitted as part of that application.

5.10.2 The location of the Building Site within any Lot may be changed or adjusted by variance based upon the following criteria:

5.10.2.1 Such variance is necessary and desirable to take advantage of terrain and site features for the construction of any Improvement and such change would not unreasonably detract from the Building Site, any other Lot or Saddle Ridge Ranch Estates.



5.10.2.2 The application for such variance shall include a certificate from a Professional Engineer licensed to do business in the State of Colorado is an acceptable Building Site based upon geological and soil condition.

5.10.2.3 Any change in location of a Building Site from that shown on the Plat of Saddle Ridge Ranch Estates shall be confirmed by an amended plat of the Lot for which such variance is requested. The plat shall be prepared by a licensed Colorado surveyor at the request, of and at the cost of, the Owner of the Lot, signed by the Owner and approved by the Design Review Board. Such amended plat of the Lot shall be filed in the records of Gunnison County, Colorado.

5.10.3 A variance of the design requirements of this Declaration or the Design Guidelines may be granted if such variance is reasonable, is in keeping with the overall design requirements of Saddle Ridge Ranch Estates and does not unreasonably detract from the Building Site, any other Lot, or Saddle Ridge Ranch Estates.

5.10.4 Required Approvals. No variance of the design requirements of this Declaration or the Design Guidelines shall be effective until such variance has been approved by Gunnison County, which approval shall not be unreasonably withheld.

Section 5.11 Association Requirements. The Association, prior to the construction of an Equestrian Center or other Building or Improvement within the Recreational Open Space, shall submit a final plan therefore to the Design Review Board and the Design Review Board shall hold a hearing thereon in accordance with the procedure set forth in the Design Guidelines.

**ARTICLE 6
EQUESTRIAN CENTER**

Section 6.1 Ownership and Use. The Association shall own and operate the Equestrian Center for the use and benefit of all of the Members of the Association.

Section 6.2 Boarding of Horses. Each Member shall be entitled to board one horse in a horse stall or horse facility at the Equestrian Center. The Board of Directors of the Association shall establish appropriate rules and regulations for the boarding of horses at the Equestrian Center.

Section 6.3 Assessments and Fees. The Association shall establish a separate assessment and fee schedule for the use of the Equestrian Center utilizing as guidelines the following:



6.3.1 Members boarding horses at the Equestrian Center shall be charged a separate fee to cover their proportionate cost for the boarding and maintenance of horses of any Member at the Equestrian Center.

6.3.2 In addition to the membership fees of a Member, the Association shall establish an assessment for the Equestrian Center in such amount as may be required to own, operate and maintain the Equestrian Center after taking into consideration the fees of Members as set forth in Section 6.3.1 above.

Section 6.4 Rules and Regulations. The Association shall establish rules and regulations for the Equestrian Center concerning all aspects of the use of the Equestrian Center, including the boarding of horses and the providing of services by the Equestrian Center, and the utilization of the Recreational Open Space for the grazing of horses.

Section 6.5 Management of Grazing. The utilization of the Recreational Open Space and Effective Open Space for the grazing of horses shall be governed by the following principles:

6.5.1 All seasonal grazing of horses on the Recreational Open Space shall be in accordance with the practices and recommendations of the Natural Resources Conservation Service, or another equivalent agency or service ("Service").

6.5.1.1 Unless otherwise determined by the Service, the ratio of horses to the available pasturage shall be 1.875 acres for each horse based upon a five month grazing season, or 0.533 horses per acre.

6.5.1.2 The Association, in its sound discretion, shall utilize cross-fencing, rotational grazing, partial day grazing and other appropriate pasture management techniques to maintain productive pasture.

6.5.2 The Association shall endeavor to maintain a stubble height of at least 4 inches on all pasturage within the Recreational Open Space.

Section 6.6 Disposal of Animal Waste. All animal waste generated by the Equestrian Center shall only be allowed to be stored on-site for 3 days, and thereafter shall be removed and disposed of off-site in compliance with Gunnison County regulations.

Section 6.7 Caretaker Lot. The Declarant shall initially own, construct and manage the Caretaker Lot which shall contain a three bedroom residence containing no more than 1,500 square feet gross floor area adjacent to the Equestrian Center as shown in the plans approved by the Design Review Board.

6.7.1 The residence on the Caretaker Lot shall be required to comply with the requirements of the Design Guidelines but not the minimum square footage



requirements in Article 7 below. The 3 bedroom residence on the Caretaker Lot shall be reviewed by the Design Review Board for compatibility with the Equestrian Center and overall theme of the Property .

6.7.2 The residence on the Caretaker Lot shall be either owner-occupied or rented for Long-term Rental to residents of Gunnison County.

**ARTICLE 7
DESIGN REQUIREMENTS**

Section 7.1 Design Requirements. Any Single-Family Residence, Garage, Building or Improvement including the Equestrian Center situate within Saddle Ridge Ranch Estates shall comply with the design requirements of this Article.

Section 7.2 Building Site. Any Building or Improvement shall be constructed entirely within the designated Building Site for the Lot, and in accordance with any geologic hazard studies completed for the site or the Real Property, and the memorandum from the Colorado Division of Minerals & Geology dated October 27, 1997 (a copy of which the Design Review Board shall have available upon request).

Section 7.3 Uniform Building Code. All Buildings and Improvements shall meet all of the requirements, including fire protection standards, of the Uniform Building Code and any other building code or fire code of Gunnison County, Colorado then in effect.

Section 7.4 Building Density. The following minimum and maximum building densities are established for all Buildings, excluding basements or that level of a structure constructed below the average ground level, unless otherwise approved by the Design Review Board:

Single Family Lot

Residence: Minimum: Not less than 2400 square feet of gross residential floor area.

Garage: Minimum: Not less than 625 square feet of gross floor area.
Maximum: Not more than 900 square feet of gross floor area.

Aggregate Square Feet: The maximum gross floor area of the Building constructed within the Building Site of a Single-Family Lot shall not exceed 5,000 square feet of gross floor area.



Equestrian Center

- Stables:**
 - Minimum:** Not less than 8 individual horse stalls.
 - Maximum:** No more than 18 individual horse stalls.
- Height:** The maximum height of the Equestrian Center shall be 28 feet, excluding cupolas used for ventilation.
- Aggregate Square Feet:** The maximum gross floor area of the Equestrian Center shall not exceed 8,200 square feet.

Section 7.5 Height. The maximum height of any Building shall be 32 feet, except that the height of the Equestrian Center shall have a maximum height of 28 feet. Chimneys, flag poles, and similar architectural features may extend above the height limit a distance of not more than 25% of the height of the Building. Height shall be measured from the average grade of the footprint of the Building to its highest point.

Section 7.6 Design Guidelines. The Design Review Board shall adopt Design Guidelines which shall include all design requirements for the construction of any Single-Family Residence, Garage, or other Improvements including the Equestrian Center within Saddle Ridge Ranch Estates and the method of procedure and the plans and documentation that are required by an applicant to submit an application to the Design Review Board. Such Design Guidelines are in addition to the requirements of this Declaration, are supplemental thereto and are enforceable in the same manner and shall have the same force and effect as this Declaration. Such Design Guidelines may be altered, amended, revised, and changed from time to time as determined by the Design Review Board.

Section 7.7 Required Approvals. No amendment to the Design Guidelines by the Design Review Board which amends or changes any of the terms and conditions of the Design Guidelines shall be effective until such changes or amendments have been approved by Gunnison County, which approval shall not be unreasonably withheld.

**ARTICLE 8
CONSTRUCTION, USE AND MAINTENANCE REQUIREMENTS**

Section 8.1 Excavation. No excavation shall be made on any Lot, except in connection with a Building approved in accordance with this Declaration of Protective Covenants.

Section 8.2 Electrical, Telephone and Utility Services. All electrical, telephone and utility services within any Lot shall be underground.



Section 8.3 Water Service. All Lots within Saddle Ridge Ranch Estates shall be connected to and utilize the central water system provided by the Saddle Ridge Ranch Estates Water Company ("Water Company"). The Water Company will adopt rules and regulations as to the central water system, the providing of service to all Lots and the rates and assessments to be charged to the Owners of all Lots for the administration, operation and maintenance of the central water system. All Lots must be separately metered for water usage.

Section 8.4 Sewer Systems. All Lots within Saddle Ridge Ranch Estates shall:

8.4.1 Be connected to and utilize the central sewer system connected to and maintained by the Mt. Crested Butte Water and Sanitation District.

8.4.2 Comply with all of the applicable laws, rules and regulations of the Mt. Crested Butte Water and Sanitation District.

8.4.3 Be subject to the easements and rights of way as set forth on the Plat of Saddle Ridge Ranch Estates and specifically including all necessary easements and rights of way to the Mt. Crested Butte Water and Sanitation District to construct, install, maintain and repair the central sewer system and any STEP and/or STEG system installed with any Lot as a part of such sewer system.

Section 8.5 Assessments. Each Owner of a Lot shall be responsible for and shall be required to pay any cost, including tap fees, user fees, and costs of installation within such Owner's Lot, for the connection and use of such water service and sewer service.

Section 8.6 Signs. No sign of any kind shall be displayed to public view on any portion of any Lot, except only a sign not to exceed four square feet identifying the Owner and/or address of the Lot.

Section 8.7 Drainage. No Owner shall do or permit any work, construct any Improvements or do any Landscaping which shall alter or interfere with the natural drainage of the Property, except to the extent the same is approved by the Design Review Board and as authorized for any surface water discharge easement within the Property.

Section 8.8 Temporary Structures. No temporary structure, mobile home, modular home, trailer house, travel trailer or recreational vehicle shall be permitted on any Lot, except only as may be determined to be necessary during the period of construction of the Family Residence as specifically approved by the Design Review Board. Provided, however, a motorhome, travel trailer or similar vehicle of any Owner or their guests shall be permitted on a Lot for a short term period of time, not to exceed 90 days in any one calendar year.



Section 8.9 Continuity of Construction. All construction, reconstruction, alterations or Improvements shall be prosecuted diligently to completion and shall be completed within twelve months of the commencement thereof, unless an exception is granted by the Design Review Board.

Section 8.10 Landscaping. The Lot and all Landscaping thereon shall be maintained in its natural condition to the extent possible. Lawns and artificial Landscaping shall be minimal and in no event shall an irrigated lawn and garden exceed 10,000 square feet in total area. No trees shall be cut or removed from any Lot except only (1) as required to permit ingress and egress to and from the Building Site, (2) to clear the actual construction site for any Family Residence or Garage, (3) to remove any diseased or dead trees, (4) to remove any tree that poses a danger to any Building, (5) limited tree cutting approved by the Board of Directors in the manner that will not be visible to any other Lot or as required for Wildfire Safety, and (6) as may be approved by the Design Review Board.

Section 8.11 Weed Management and Control. The Lot and all Landscaping thereon shall be maintained to be in compliance with the Weed Management Plan as set forth in Exhibit E, and the recommendations of the Gunnison County Weed Commission.

Section 8.12 Trash. No trash, ashes, garbage or other refuse shall be allowed to accumulate or placed on any Lot or area within the Property. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from the wind and protected from animals (including black bears) and other disturbance.

Section 8.13 Abandoned or Inoperable Vehicles. Abandoned or inoperable automobiles or motor vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of a Lot. "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three months or longer; provided, however, this shall not include vehicles parked by Owners while on vacation. Upon approval of the Design Review Board, an Owner may store a vehicle within a Garage which the Owner is remodeling or rebuilding for a period of longer than three months. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner.

Section 8.14 Noise. No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of persons and Improvements on any Lot, shall be placed or used on any Lot. No animals shall be kept or maintained on any Lot which create a nuisance by noise, including without limitation, barking dogs.



Section 8.15 Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its Owners or occupants; provided, however, that this Section shall not apply to any noise or other activity approved by the Design Review Board as to the construction of any Improvements.

Section 8.16 Hazardous Activities. No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property. Such hazardous activities include, but are not limited to, fireworks, firearms, bow and arrows, explosives, air or pellet guns or any similar type devices except only in approved areas in accordance with Rules and Regulations adopted by the Board of Directors. No outside open fires shall be permitted on any Lot unless contained within a cooking or barbecue type unit or grill.

**ARTICLE 9
ANIMALS**

Section 9.1 Dogs and Cats. The Owner of a Lot may keep and maintain no more than a maximum of 2 dogs and 2 cats within the Lot subject to the following conditions:

9.1.1 All dogs and cats shall be confined to the Lot or attached to a leash or other suitable control device.

9.1.2 The owner shall at all times be personally liable and responsible for all actions of any dog or cat and any damage caused by the dog or cat.

9.1.3 No dog or cat shall create a nuisance nor noise problem within Saddle Ridge Ranch Estates.

9.1.4 The owner of any dog or cat shall be personally responsible and liable for the cleanup of any excrement left by such dog or cat within Saddle Ridge Ranch Estates.

Section 9.2 Other Animals and Pets. No other animals or pets may be kept or maintained by any Owner except upon the prior written permission of the Board of Directors.

Section 9.3 Rules and Regulations. The Board of Directors shall adopt suitable rules and regulations as to the keeping and maintaining of animals and pets within Saddle Ridge Ranch Estates. The Board of Directors shall have the sole authority to determine that any such animal has created a noise, odor or nuisance problem within Saddle Ridge Ranch Estates.



Section 9.4 Impoundment of Animals. The Association is specifically empowered to impound any animal running at large within the Property, except livestock which are part of the agricultural operation. The Owners shall be notified that any adjacent landowner engaging in agricultural operations has the right to destroy any dogs which are harassing livestock within that person's property. Upon impoundment, the owner of the animal, if known, shall be immediately notified and the animal taken to the nearest facility which accepts impounded animals. It is the duty of the owner of such animal to recover the animal from such facility and to pay all costs and fees incurred in the impoundment of the animal. If the animal is not recovered by the owner in accordance with the rules and regulations of the impoundment facility, the facility may destroy the animal without liability to the facility, any other Owner or the Association by the owner of such animal.

**ARTICLE 10
SADDLE RIDGE RANCH ESTATES HOMEOWNERS ASSOCIATION**

Section 10.1 Government of Association. Saddle Ridge Ranch Estates Homeowners Association, a Colorado nonprofit corporation, shall be governed by and shall exercise all of the duties, privileges and obligations set forth in this Article, and the Articles of Incorporation and Bylaws of the Association.

Section 10.2 Members. Each Owner shall be a Member of the Association. No Owner, whether one or more persons or entities, shall have more than one membership per Lot owned by such Owner, but all persons owning each Lot shall be entitled to the rights of membership and the use and enjoyment appurtenant to the ownership of each Lot.

Section 10.3 Termination of Membership. The right of membership in the Association and the status as a Member shall terminate upon the termination of status as an Owner of a Lot. Upon conveyance, sale or assignment of the Owner's interest, the selling Owner shall be relieved of liability for Assessments levied from and after the date of such sale or conveyance; provided, however, that no such sale or conveyance of any ownership shall relieve an Owner of liability arising prior to the date of such sale or conveyance.

Section 10.4 Voting Rights. All Owners within the Saddle Ridge Ranch Estates shall be Members of the Association. Each Lot shall be entitled to one vote in the Association. The one vote for each Lot shall be exercised by the Owner and when more than one person or entity holds an interest in a Lot, the vote for the Lot shall be exercised as the Owners may determine among themselves, but the vote for the Lot shall be cast by only one person.

Section 10.5 Compliance with Documents. Each Owner shall abide by and have the benefit from the provisions, covenants, conditions and restrictions contained in the Association Documents.

Section 10.6 Rules and Regulations. The Association shall from time to time



adopt, amend and repeal rules and regulations to be known as the "Saddle Ridge Ranch Estates Rules and Regulations" governing, among other things, and without limitation:

10.6.1 The use of the Recreational Open Space.

10.6.2 The conservation, maintenance, repair and use of all Buildings, structures and uses thereof within the Recreational Open Space, including the Equestrian Center.

10.6.3 The use and maintenance of all roads within Saddle Ridge Ranch Estates.

10.6.4 The maintenance and keeping of animals within Saddle Ridge Ranch Estates.

10.6.5 The establishment of easements for walking, hiking, horseback riding, bicycling, and skiing. Provided, that no easement shall be created or established through a Lot.

10.6.6 Repairs, maintenance and upkeep of all Recreational Open Space and any property under the jurisdiction of the Association.

10.6.7 Standards for the care, maintenance, and use of all Lots and all Improvements, Buildings, grounds and Landscaping situate upon such Lots within Saddle Ridge Ranch Estates.

10.6.8 Standards for the allocation and administration of irrigation water to the individual Lots and Recreational Open Space within Saddle Ridge Ranch Estates in accordance with the Deed Restrictions and the Irrigation Plan.

10.6.9 All matters delegated to the Association by this Declaration.

Section 10.7 Dedication of Recreational Open Space. All Recreational Open Space within Saddle Ridge Ranch Estates is intended for the common use and enjoyment by the Owners within Saddle Ridge Ranch Estates. The Recreational Open Spaces are hereby dedicated to the above and foregoing uses for the Owners, their families, tenants, employees, guests and invitees, and not to the use of the general public, under the terms and conditions contained in the Association Documents.

Section 10.8 Management of Recreational Open Spaces. The Association shall be responsible for the management and control of the Recreational Open Spaces and all Improvements thereon, and shall keep them in a good, clean, attractive and pleasant condition and shall maintain and repair the same consistent with the purposes and uses of the Recreational Open Spaces as set forth in the Association Documents and the Weed Management Plan as set forth in Exhibit E.



Section 10.9 Irrigation. The Association is required to irrigate the Recreational Open Space and Effective Open Space within Saddle Ridge Ranch Estates in accordance with the Irrigation Plan as set forth on attached Exhibit D and subject to the Deed Restrictions as set forth on attached Exhibit C, and as more fully set forth in Section 3.5 above.

Section 10.10 Dedication of Trail Easement. A 20 foot wide perpetual easement has been dedicated on the Plat from the western boundary of Saddle Ridge Ranch Estates between Lots 9 and 10 to the cul de sac at the end of the private access road for the purpose of granting access by a trail to either public lands or a dedicated public trail adjacent to Saddle Ridge Ranch Estates on the west accessing Smith Hill, Long Lake, or another similar destination. There is further dedicated on the Plat, as a public trail, a 60 ft wide easement along the private access road from the Gothic County public road to the trail easement. Such easement shall be used for walking or pedestrian use, horseback riding use, bicycling use and cross-country skiing use to access public lands or any dedicated public trail connecting to Saddle Ridge Ranch Estates. Such easement and the dedication thereof shall become effective at such time as the adjacent parcel to the west of Saddle Ridge Ranch Estates is either public lands, dedicated to the public for a public use, or contains a dedicated public trail as described above. Such easement shall be limited strictly to the use as set forth above and may not be used by motor vehicles or automobiles nor the parking thereof.

Section 10.11 Roads and Streets. The Association, for and on behalf of the Owners of the Lots within Saddle Ridge Ranch Estates, shall be responsible for the proper maintenance of all private roads and drives, including the resurfacing, grading, drainage and snow removal thereof and including any construction after the initial construction by the Declarant. The Association shall specifically:

10.11.1 In the event that any road is not paved, to provide dust control not less than once a year on any road following the commencement of construction of any Building on a Lot served by such road and at any time that the use of any road within the Property is the cause of dust pollution, to provide dust control in the form of the use of magnesium chloride, oil treatment, or other suitable dust retardant on the roads.

10.11.2 Have the power to grant to Gunnison County, Colorado any additional easements or rights of way as may be required by the Gunnison County Public Works Department as to the intersection Saddle Ridge Road with the County Road.

**ARTICLE 11
MAINTENANCE ASSESSMENTS**

Section 11.1 Creation of Lien. Each Owner of any Lot, by acceptance of a Deed therefore, whether or not it shall be so expressed in any Deed, is deemed to covenant and agree to pay to the Association: (1) all Regular Assessments or charges; (2) any Special



Assessments or charges; and (3) any Default Assessments or charges; all of which shall be fixed, established and collected as determined by the Association. The Regular, Special and Default Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each such Assessment is made until paid. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner of such Lot at the time when the Assessment became due.

Section 11.2 Purpose of Assessments. The Assessments levied by the Association shall be limited to and used exclusively for the following:

11.2.1 The maintenance and improvement of all Recreational Open Spaces including the construction, repairs and maintenance of all facilities contained within the Recreational Open Spaces.

11.2.2 The continued maintenance and use of the Recreational Open Spaces for agricultural and ranch purposes including all construction, maintenance and repairs as may be necessary or desirable for such uses and purposes.

11.2.3 The maintenance, repairs, snow removal and improvement of any private road or street within the Property.

11.2.4 Any maintenance, repair or improvement required to be made by any Owner to any Improvement on any Lot which the Owner fails to do.

11.2.5 Any costs and expenses pertaining to the operation of the Association in the performance of its duties.

11.2.6 Any other purpose approved by a majority vote of all Members of the Association.

Section 11.3 Regular Assessments. The Board of Directors shall prepare a budget prior to the beginning of each fiscal year of the Association and not less than thirty days prior to the commencement of each fiscal year, the Board shall adopt a final budget and shall determine, levy and assess the Association's Regular Assessments for the following year.

Section 11.4 Special Assessments. In addition to the Regular Assessments set forth in Section 11.3 above, the Board of Directors may levy, in any fiscal year, one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement within or upon any private roads or to make up any shortfall in the current year's budget. Notice of the amount and due dates for such Special Assessments shall be sent to each Owner at least thirty days prior to the due date.

Section 11.5 Assessment for Each Lot. All Regular and Special Assessments



shall be apportioned and allocated equally among all Lots.

Section 11.6 Default Assessments. Any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner, shall be a Default Assessment and shall become a lien against such Owner's Lot and may thereafter be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least thirty days prior to the due date.

Section 11.7 Nonpayment of Assessments. Any Assessment, whether Regular, Special, or Default Assessment, which is not paid within thirty days of its due date shall be deemed delinquent. In the event that any Assessment becomes delinquent, the Association, in its sole discretion, may take any or all the following actions:

11.7.1 Assess a late charge of not more than 10% of the amount due and owing per each delinquency.

11.7.2 Assess an interest rate charge from the date of delinquency at a rate four points above the base rate or prime rate charged by the Association's bank, or such other rate as shall be established by the Board of Directors.

11.7.3 Suspend the voting rights of the Owner during any period of delinquency.

11.7.4 Bring an action against any Owner personally obligated to pay the delinquent Assessment.

11.7.5 File a Statement of Lien with respect to the Lot and foreclose such lien in the manner hereafter set forth. The Association may file a Statement of Lien by recording with the Clerk and Recorder of Gunnison County, Colorado, a written statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association and the amount of the delinquent Assessments then owing, which Statement of Lien shall be signed and acknowledged by the President, Vice President or Secretary of the Association and which shall be sent by certified mail, postage prepaid, to the Owner of the Lot at the latest address the Association may have in its records as to the Owner. Thirty days following the mailing of such notice, the Association may proceed to foreclose the Statement of Lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Colorado. Such Statement of Lien shall secure all Assessments accruing or assessed subsequent to the date of recording of such Statement of Lien until the same have been satisfied and released, together with the Association's attorneys' fees and cost incurred in the preparation and recording of such Statement of Lien and any release thereof. In any action for the payment or foreclosure of such Assessment, the Association shall be entitled to recover as part of the action, the interest, costs and reasonable attorneys' fees with respect to the action.

11.7.6 The Statement of Lien shall be superior to all other liens and encumbrances on such Lot, except only any tax and assessment liens levied by any government entity and the lien of any First Mortgage. Provided, however, at all times the lien of the Association shall have priority and status over any other lien or Mortgage as provided by the Colorado Common Interest Ownership Act, as it now exists and as it may hereafter be amended.

Section 11.8 Successor's Liability for Assessment. In addition to the personal obligation of each Owner of a Lot to pay all Assessments and the Association's lien on a Lot for such Assessments, all successors to the ownership of a Lot shall be jointly and severally liable with the prior Owner for any and all unpaid Assessments, interest, costs, expenses and attorneys' fees against such Lot.

ARTICLE 12 ENFORCEMENT OF COVENANTS

Section 12.1 Violations Deemed a Nuisance. Every violation of this Declaration of Protective Covenants, the Articles and Bylaws of the Association or any Rules and Regulations adopted by the Association shall be deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof.

Section 12.2 Failure to Comply. The failure to comply with this Declaration, the Design Guidelines, or any Rules and Regulations adopted by the Board of Directors or the Design Review Board shall be grounds for an action to recover damages, or for injunctive relief or for specific performance, or any of them under the following terms and conditions:

12.2.1 Written notice of any violation or failure to comply with this Declaration, the Design Guidelines or any Rules and Regulations adopted by the Board of Directors or the Design Review Board shall first be given to any Member or person as to such violation or failure to comply.

12.2.2 Such Member or person shall be given 10 days from the date of such notice to correct such violation or failure to comply.

12.2.3 In the event that any Member or person believes that he or she is not in violation or failure to comply, he or she may request an opportunity for a hearing by the Board of Directors prior to the Association taking further action or commencing any legal proceeding against such Member or person.

12.2.4 Any action by the Association as against any such Member or person shall be by resolution of the Board of Directors following notice as above provided and granting to such Member or person an opportunity to be heard before the Board of Directors.

Section 12.3 Who May Enforce. Any action to enforce any violation of any provision of these Protective Covenants may be brought as follows:

12.3.1 By the Association in name of the Association and on behalf of the Owners.

12.3.2 By the Owner of any Lot.

Section 12.4 No Waiver. The failure of the Board of Directors, the Association, an Owner or Gunnison County, Colorado to enforce or obtain compliance as to any violation, shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of such documents.

Section 12.5 Right of Gunnison County, Colorado. The Board of County Commissioners of Gunnison County, Colorado is specifically granted the right to enforce these Protective Covenants and to bring any action as may be required for the violation of these Protective Covenants. Gunnison County, Colorado may enforce this Declaration of Protective Covenants at its sole discretion, without assumption of any liability whether or not such enforcement is exercised, and without obligation to exercise such enforcement in any circumstance. The ability of Gunnison County, Colorado to enforce this Declaration is non-exclusive and does not preclude any other authorized party from enforcing the same.

**ARTICLE 13
DURATION OF COVENANTS**

Section 13.1 Term. The term of this Declaration of Protective Covenants, and any amendments or supplements thereto, shall be from the date of recording in the records of Gunnison County, Colorado and until January 1, 2030. Thereafter, this Declaration of Protective Covenants shall be automatically renewed for successive periods of ten years each, unless otherwise terminated or amended as hereafter provided.

Section 13.2 Amendment. This Declaration of Protective Covenants, or any provision thereof, may only be terminated, extended, modified or amended as to the Property subject to the Protective Covenants, or any portion thereof, upon the written consent by the Owners of 75% or more of the Lots in the Property. Any such amendment shall be by an instrument duly executed, acknowledged and recorded in the records of Gunnison County, Colorado, and upon such recording shall be for the benefit of and be binding on all Owners of Lots within the Property.

Section 13.3 Amendment by Declarant. Notwithstanding the provisions of Section 13.2, the Declarant reserves the sole right and power to modify and amend this Declaration of Protective Covenants, and all plats subject to this Declaration of Protective Covenants, by executing and recording such amendment in the records of Gunnison County, Colorado. Such right or power of the Declarant is limited to (1) the correction of



any typographical or language errors in this Declaration of Protective Covenants and/or the plats, (2) any corrections required to comply with the applicable laws, rules and regulations of any governmental entity having jurisdiction over the Property, and (3) any changes or corrections required to reasonably satisfy the requirements of any commercial lender to provide financing for the purchase and/or construction of a Single Family Residence upon any Lot, which are not contrary to the terms of the agreement. This right and power of the Declarant to modify or amend this Declaration of Protective Covenants and the plats, in whole or in part, as set forth in this Section 13.3, shall be effective only until (1) five years after the date of construction of the first Improvements on the Property or (2) the date that 75% of all Lots within the Property have been sold or conveyed to third person owners by the Declarant, whichever occurs first. Provided, however, the Declarant may not amend or revise the location and dimensions of any Lot which has been conveyed by Declarant to another Owner, without the consent of such Owner.

Section 13.4 Required Approvals. No termination, extension, modification, or amendment of or to the Protective Covenants shall be effective unless there is a finding by the Board of County Commissioners of Gunnison County that such termination, extension, modification, or amendment is in the public interest.

ARTICLE 14
PRINCIPLES OF INTERPRETATION

Section 14.1 Severability. This Declaration of Protective Covenants, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Declaration of Protective Covenants is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

Section 14.2 Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

Section 14.3 Headings. The headings on any section or article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Declaration of Protective Covenants.

Section 14.4 Written Notice. All notices required under this Declaration of Protective Covenants shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery or five days after mailing by certified or registered mail, return receipt required, to the latest address of such Owner on file in the record of the Association at the time of such mailing.

Section 14.5 Limitation of Liability. Neither the Association nor any officer or director, shall be liable to any party for any action or for any failure to take any action with respect to any matter arising by, through or under this Declaration of Protective

Covenants if the action or failure to act was made in good faith. The Association shall indemnify all officers and directors with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association.

Section 14.6 Attorneys' Fees. If any legal action is commenced or maintained in court, whether in law or in equity, as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this Declaration of Protective Covenants or any provision of the Association Documents provided herein, the prevailing party in any such action shall be awarded its reasonable attorneys' fees together with all reasonable costs and expenses incurred in such action.


Section 14.7 Applicable Law. The proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of the Association Documents shall be the District Court of Gunnison County, Colorado, unless otherwise chosen by the Association and shall be interpreted, construed and governed by the laws of the State of Colorado.

Section 14.8 Interest. Unless otherwise provided in this Declaration of Protective Covenants, any sums, amounts or monies due and owing to the Association under the Association Documents shall bear interest at 18% per year from the date due until paid.



IN WITNESS WHEREOF, the Declarant has executed this Declaration of Protective Covenants the day and year first above written.

ROSCOE DEVELOPMENT CORPORATION,
a Colorado corporation

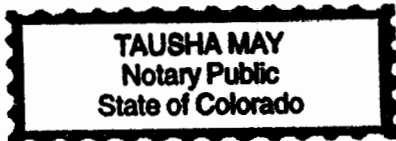
By: 
Douglas C. DaPuzzo, President

STATE OF COLORADO)
County of Boulder) ss.
)

The above and foregoing Declaration of Protective Covenants was acknowledged before me this 22 day of July, 2003, by Douglas C. DaPuzzo as President of Roscoe Development Corporation, a Colorado corporation.

Witness my hand and official seal.
My commission expires: Feb 5, 2006


Notary Public



My Commission Expires Feb. 5, 2006



EXHIBIT A

Legal Description

A tract of land within the S1/2 of Section 26 and the N1/2 of Section 35, Township 13 South, Range 88 West, Sixth Principal Meridian, Gunnison County, Colorado; said tract being more particularly described as follows:

BEGINNING AT A POINT which is the southwest corner of said Section 26, (as marked by a USGLO brass cap monument); thence the following courses around said tract:

1. North 00° 41' 17" West 1324.39 feet along the west boundary of said Section 26 to the northwest corner of the W1/2SW1/4SW1/4 of said Section 26;
2. North 89° 39' 51" East 674.78 feet along the north boundary of said W1/2SW1/4SW1/4 to the northeast corner of said W1/2SW1/4SW1/4, said corner also being the northwest corner of Glacier Lily Estates Amended, (as shown on original plat recorded under Reception #405798 of the records of Gunnison County);
3. South 00° 56' 50" East 966.19 feet along the west boundary of said Glacier Lily Estates Amended to the southwest corner of said Glacier Lily Estates Amended;
4. North 89° 31' 54" East 1358.24 feet along the south boundary of said Glacier Lily Estates Amended;
5. South 89° 28' 49" East 783.88 feet along said boundary and its easterly extension to a point on the westerly right of way boundary of Gothic County Road #317;
6. Along said boundary, along the arc of a curve to the RIGHT a distance of 275.43 feet, said curve having a radius of 470.00 feet and a long chord of South 16° 34' 28" East 271.51 feet;
7. South 00° 12' 49" West 1446.11 feet along said boundary;
8. Along said boundary, along the arc of a curve to the RIGHT a distance of 259.60 feet, said curve having a radius of 270.00 feet and a long chord of South 27° 45' 30" West 249.71 feet;
9. South 55° 18' 08" West 68.51 feet along said boundary to a point on the west boundary of the NE1/4 of said Section 35;
10. North 00° 15' 58" East 298.79 feet along said boundary to the southeast corner of the N1/2NW1/4 of said Section 35;
11. South 89° 44' 51" West 2704.68 feet along the south boundary of said N1/2NW1/4 to a point on the west boundary of said Section 35;
12. North 00° 34' 09" West 1313.30 feet along said boundary to the northwest corner of said Section 35, said corner also being the POINT OF BEGINNING of the herein described tract.

COUNTY OF GUNNISON,
STATE OF COLORADO.



EXHIBIT B

Water Rights

The following water and water rights, ditch and ditch rights, appurtenant to the real property set forth in Exhibit A:

1. A proportionate interest in the ROZICH DITCH, Ditch No. 155, together with 0.245 c.f.s. of water in the following priorities:

0.100 c.f.s. of water in Priority No. 148 for 3.50 c.f.s. of water (Decree date: 1906)

0.145 c.f.s. of water in Priority No. 481 for 5.00 c.f.s. of water (Decree date:1957)

2. A proportionate interest in the MERIDIAN DITCH, Ditch No. 226, together with 7.45 c.f.s. of water in the following priorities:

0.714 c.f.s. of water in Priority No. 254 for 1.50 c.f.s. of water (Decree date:1924)

0.964 c.f.s. of water in Priority No. 255 for 1.50 c.f.s. of water (Decree date:1924)

5.772 c.f.s. of water in Priority No. 487 for 9.00 c.f.s. of water (Decree date: 1957)

SUBJECT TO the Agreement Concerning Ownership of Water Rights in the Rozich and Meridian Ditches recorded July 23, 2002 bearing Reception No. 522168,

ALSO SUBJECT TO the Findings of Fact and Decree in Case No. 1997-CW-92 recorded September 4, 2002 bearing Reception No. 523455.

Water Division 4,
County of Gunnison,
State of Colorado.



533261

Page: 35 of 42
08/01/2003 03:48P
D 0.00

EXHIBIT C

Deed Restriction on Water Rights

The water and water rights, ditch and ditch rights, as set forth above are conveyed to the Grantee subject to the following restrictions which shall apply in perpetuity:

1. The water and water rights, ditch and ditch rights shall at all times be appurtenant to the Real Property above described and may not be conveyed or any interest created therein separate and apart from a conveyance of the appurtenant Real Property. Notwithstanding the above, such water rights may be conveyed to a Colorado Special District or governmental entity as part of an annexation proceeding or service agreement by which such special district or governmental entity would agree to provide municipal and irrigation water to the Real Property.

2. The water and water rights, ditch and ditch rights, well and well rights, reservoir and reservoir rights as provided in the Decree in Case No. 97CW92, Water Court, Water Division 4, State of Colorado, recorded September 4, 2002 bearing Reception No. 523455 of the records of Gunnison County, Colorado, and as the same may be amended or changed by any subsequent adjudication, shall be administered and utilized strictly in accordance with said decree. In the event of any conflict between this restriction and the Decree, the Decree shall control.

3. The Grantee shall own and administer the remaining irrigation water rights in the Rozich Ditch, Ditch No. 155 and the Meridian Ditch, Ditch No. 226 in accordance with the applicable laws, rules and regulations of the State of Colorado and shall use such water rights for the irrigation of land capable of being irrigated thereby as hereafter set forth.

4. The Rozich Ditch and the Meridian Ditch shall be jointly maintained, administered and utilized by the Grantee and the other owner or owners of the remaining interest in said ditches in accordance with their proportionate ownership as set forth in the Agreement Concerning Ownership of Water Rights in the Rozich and Meridian Ditches recorded July 23, 2002 bearing Reception No. 522168. Except for the usage of its decreed water rights, the Grantee shall take no action which would impede, hinder or obstruct the delivery of decreed water in the Rozich Ditch and Meridian Ditch to the other owners of the decreed water rights in said ditches.

5. As to the remaining water in the Meridian Ditch, subject only to the availability of water in priority for diversion into the Meridian Ditch, the physical availability of water in Washington Gulch, the delivery of the required irrigation water to the other owner or owners of water rights in the Meridian Ditch, and the decreed uses of such water as set forth in Case No. 97CW92, such irrigation water shall be utilized, diverted and placed to beneficial use to irrigate the Recreational Open Space, Effective Open Space and irrigated lawns within Saddle Ridge Ranch Estates as provided in the Irrigation Plan incorporated in and a part of the Declaration of Protective Covenants of Saddle Ridge Ranch Estates.

6. The Grantee shall have the sole authority to determine the method of



irrigation and the amount of water required for irrigation of the land capable of continued irrigation during the normal irrigation season taking into consideration sound agricultural practices and the amount of water and the method of application required for the utilization of such land by the Grantee. Provided, however, the Grantee shall utilize for the irrigation of such land the amount of irrigation water historically utilized for the land capable of being irrigated so long as such amount of water is available as provided in Paragraph 5 above and as provided in the Irrigation Plan incorporated in and a part of the Declaration of Protective Covenants of Saddle Ridge Ranch Estates.

7. The Grantee shall not be responsible, nor liable for, actions of third parties not under the control or direction of the Grantee, acts of God or force majeure that may cause a closure, blockage or loss of water in the Meridian Ditch and shall not be obligated to provide irrigation water through the Meridian Ditch during such time as the water may be closed for administration, for any required repairs or maintenance, and during any time that the ditch needs to be closed during periods of construction within Saddle Ridge Ranch Estates. The Grantee shall utilize its best efforts to insure that the irrigation water in the Meridian Ditch is not turned off for more than 30 days at any one time during normal irrigation times.

8. The above and foregoing restrictions shall run with the land in perpetuity and may be enforced by the Grantor, the owners of any lots or tracts of land within Saddle Ridge Ranch Estates and Gunnison County, Colorado.

9. The above and foregoing Deed Restrictions may only be amended, altered, or revoked by a written instrument executed by the Grantee and Gunnison County, Colorado.



EXHIBIT D

Irrigation Plan

The following constitutes the irrigation plan for Saddle Ridge Ranch Estates to substantially maintain the historic irrigation practices on the property:

1. All of the water and water rights, ditch and ditch rights pertaining to the Meridian Ditch, Ditch No. 226 and the Rozich Ditch, Ditch No. 155 as set forth in Exhibit B are claimed by the Saddle Ridge Ranch Estates Homeowners Association, a Colorado nonprofit corporation (“Association”).

2. The Association, pursuant to the Declaration of Protective Covenants of Saddle Ridge Ranch Estates will administer and enforce the Irrigation Plan in accordance with the terms of the Decree in Case No. 1997-CW-92 recorded September 4, 2002 bearing Reception No. 523455 of the records of Gunnison County, Colorado. In the event of any conflict between this Irrigation Plan and the Decree, the terms of the Decree shall control.

3. The Association’s ditches and the head gates for the ditches will be cleaned and repaired by May 30 of each year, subject only to weather conditions.

4. The Association’s water in the Meridian Ditch and the Rozich Ditch will be turned on for irrigation purposes no later than June 1 of each year, and continued throughout the irrigation season, except as provided below, so long as water is available in priority.

5. The Association’s water in the Meridian Ditch and the Rozich Ditch may be turned off on or about July 15 of each year as is customarily necessary to prepare for the cutting of hay on any land irrigated by the ditches. The Association shall use all reasonable efforts to complete the haying promptly in accordance with customary practices and the weather.

6. The Association’s water in the Meridian Ditch and the Rozich Ditch will be turned on promptly after haying has been completed.

7. The Association’s water in the Meridian Ditch and the Rozich Ditch will be turned off no sooner than October 1 of each year, subject only to weather conditions and the availability of water in priority.

8. The majority of the land subject to continued irrigation is primarily irrigated by the Meridian Ditch, except only a small portion of the land adjoining the Gothic County Road which is irrigated by the Rozich Ditch. Except as set forth in paragraph 14 below regarding irrigation on the individual Lots, the irrigated land subject to this Irrigation Plan is the Effective Open Space and Recreational Open Space as shown on the Plat of Saddle Ridge Ranch Estates.

9. Due to the steepness and slope of the land and the susceptibility to soil



erosion, the Association will take reasonable steps to minimize erosion on the Property. The land to be irrigated by the Meridian Ditch shall be irrigated with no less than 2 c.f.s. to 3 c.f.s. of the Association's water at any one time, subject only to the availability of decreed irrigation water in priority and taking into consideration rain and other moisture available for natural irrigation.

10. To best irrigate the land, the irrigation water in the Meridian Ditch will be reset every 2 to 4 days as required to prevent erosion.

11. To minimize erosion, water from the Meridian Ditch to irrigate the southerly open space needs to be diverted at approximately 8 locations.

12. Based upon the configuration of the lots within Saddle Ridge Ranch Estates, the Meridian Ditch and the laterals for the ditch will be relocated, based upon elevations, in proximity to the boundary line of the Effective Open Space of the Lots that are situate on the south side of Saddle Ridge Road. The reconstructed Meridian Ditch may be either the standard open irrigation ditch, an open lined irrigation ditch or be gated irrigation pipe placed on the surface of the ground of sufficient size and with sufficient gates to effectively irrigate the land under the Meridian Ditch. A concrete diversion structure shall be placed on the Meridian Ditch at the northerly end of Saddle Ridge Ranch Estates to divert the irrigation water as required into the reconstructed Meridian Ditch.

13. The Association shall take no action to interfere with the flow of water onto neighboring properties that results from irrigation of lands under this irrigation plan and shall comply with the requirements of all court decrees with respect to the maintenance of historic water supplies to other water users.

14. In addition to the required water for the natural irrigation of the Open Space and Effective Open Space by the Meridian Ditch, approximately 0.6 c.f.s. of the Association's water in the Meridian Ditch will be utilized to irrigate the lawns within the platted Lots subject only to the availability of irrigation water in priority and taking into consideration rain and other moisture available of natural irrigation. The Meridian Ditch water for such purpose will be delivered to the Lots by irrigation laterals consisting of a lined irrigation ditch or pipe for the delivery of the water to the Lots, with the lawns to be irrigated by sprinkler irrigation.

15. The Rozich Ditch historically irrigated a parcel of land along the easterly boundary of Saddle Ridge Ranch Estates adjacent to the Gothic County Road. Irrigation of this same land from the Rozich Ditch shall continue in the historic manner with the Association's interest in the Rozich Ditch, less any amount of water decreed under the Decree in Case No. 97-CW-92 for the Saddle Ridge Pond and Wetlands.

16. The Association shall take no action to interfere with the lawful delivery of water owned by others through existing decreed ditches across Saddle Ridge Ranch Estates.

17. In the event Gunnison County, Colorado has reasonable grounds to believe



that this Irrigation Plan is not properly being administered by the Association, Gunnison County will request technical assistance through the Gunnison Soil Conservation District. The Gunnison Soil Conservation District will review the current practices and will provide technical assistance to help the Association implement this Irrigation Plan. Gunnison County and the Association agree to utilize such technical assistance in evaluating compliance with this Irrigation Plan.

18. The Association shall employ an individual to be the irrigator for Saddle Ridge Ranch Estates in accordance with this Irrigation Plan, which irrigator shall have knowledge and experience in irrigation.

19. The Association shall be solely responsible for all costs, fees and expenses incurred by the Association to administer this Irrigation Plan and shall assess the members of the Association for such costs, fees and expenses.

20. No amendment or change to this Irrigation Plan that alters the terms and conditions contained in this Irrigation Plan shall be effective until approved by Gunnison County, which approval shall not be unreasonably withheld. It is the intent of this Irrigation Plan that the land subject to this Irrigation Plan is continued to be irrigated historically in accordance with this Irrigation Plan. Gunnison County and the Association recognize that there are alternate irrigation practices which can accomplish the intent of this Irrigation Plan. Therefore, the Association and Gunnison County agree that in order to realize the intent of this Irrigation Plan, this Irrigation Plan may be required to be amended from time to time. Diversion records, historic aerial photographs, as well as other information and data may be used to substantiate historic and current irrigation under this Irrigation Plan.

21. Nothing in this Irrigation Plan is intended, or shall be construed as a conveyance, abandonment, relinquishment, modification, or subordination of any water or water rights, ditch or ditch rights, or easements or rights of way held by any party.



EXHIBIT E

Weed Management Plan

I. INTRODUCTION

Noxious weeds are non-native plant species which have been introduced into an environment with few, if any, natural biological controls, thus giving them a distinct competitive advantage in dominating and crowding out native plant species. They are aggressive, spread rapidly, possess a unique ability to reproduce profusely, and resist control. Noxious weeds, such as Canada thistle and yellow toadflax, adversely impact Saddle Ridge Ranch by creating problems such as reducing aesthetic value, choking out native vegetation, invading landscaped areas, decreasing property value, and other concerns.

Soil disturbance such as roads, trails, and homesites are areas in which noxious weeds may become established. In non-residential areas noxious weeds also threaten valuable wildlife habitat and other natural resources.

II. PLAN GOAL

The goal of this plan is "TO PREVENT AND/OR CONTROL THE SPREAD OF NOXIOUS WEEDS ON SADDLE RIDGE RANCH."

III. PLAN OBJECTIVES

- 1) Control and/or eradicate Canada thistle within Saddle Ridge Ranch.
- 2) Control and/or eradicate yellow toadflax within Saddle Ridge Ranch.
- 3) To protect native plants within Saddle Ridge Ranch.
- 4) Prevent the invasion of State and/or County listed noxious weed species within Saddle Ridge Ranch.

IV. MANAGEMENT ACTIONS - INTEGRATED WEED MANAGEMENT (IWM)

This weed management plan encourages Integrated Weed Management (IWM). IWM is a strategy using a comprehensive, interdisciplinary approach to manage noxious weeds. The purpose of integrated weed management is to achieve healthy and productive natural and agricultural ecosystems through a balanced program. This program will include, but not be limited to, education, prevention measures, good stewardship and control methods.

A. IDENTIFICATION AND INVENTORY

An initial noxious weed inspection was done by the Gunnison County Weed Coordinator prior to development. Canada thistle and yellow toadflax were found on the property. However, developers and property owners should continue to monitor the area for other noxious weed species that may become established due to development.

B. AWARENESS AND EDUCATION

Awareness of what noxious weeds are and the problems they cause will help the homeowners/developer (s) understand why a long-term noxious weed program is important

to Saddle Ridge Ranch. Educational materials regarding noxious weeds are available at the Gunnison Basin Weed Commission Office, Mountain Meadow Research Center, 970-641-4393. The developer/owner and homeowners are strongly encouraged to utilize this source to educate themselves and increase their awareness of noxious weeds within Saddle Ridge Ranch. Information regarding State and County weed laws and those weeds required to be controlled is available through the County Weed Coordinator.

C. PREVENTION

Prevention, early detection, and eradication of new noxious weed plants is the most effective means of noxious weed management. Prevention is best accomplished by ensuring that new weed species' seed or vegetative reproductive plant parts are not introduced into Saddle Ridge Ranch. To do this, the following actions are recommended:

1) Revegetate disturbed areas such as: roadsides, pond banks, landscaped areas and trails with certified weed free seed; 2) Hydromulch or certified weed free forage should be used as mulch; and 3) Open space areas should also be managed for noxious weeds through good land stewardship (pasture/range management, riparian management, etc.).

D. CONTROL METHODS

A number of control methods are available to homeowners/ developer(s). The following control methods are standard components of an IWM program. While these methods may be used singularly, they are usually most effective when used in combination. The homeowners/developer(s) should utilize control method(s) that best meet their needs and the needs of the site to be treated while controlling the target specie(s). These methods include:

1. PHYSICAL CONTROL

Physical control intentionally disrupts the growth of weeds through cultivation, mowing, hand pulling, flooding, and burning. All of these measures, when used correctly, can be useful when used in conjunction with other control methods. This method of control is best suited for annuals and biennials.

2. CULTURAL CONTROL

Cultural control involves methods favoring desirable plant growth such as proper grazing, fertilization, irrigation, and seeding vigorously growing, competitive desirable plant species. Revegetation is necessary on all disturbed sites to reduce soil erosion and weed infestations.

3. BIOLOGICAL CONTROL

Biological control involves the release of beneficial, organisms such as insects, fungi, rusts, pathogens, parasites, and diseases to diminish weed seed production, increase plant stress, and limit the expansion of underground parts of the plant's reproductive system. This control method is best suited for large infestations.

4. HERBICIDE CONTROL

Herbicide control involves the application of EPA-registered herbicides that are effective on



target noxious weed species based on the best available scientific facts and current technology to reduce weed infestations. This method is a tool for perennials. The root must be killed to control and/or eradicate perennials.

While herbicides are a powerful tool, it must be realized that they are just that; and should be used only as part of an Integrated Weed Management Program (IWM).

Before applying herbicides, homeowners and developer(s) are strongly encouraged to attend Private Pesticide Applicator training provided by the Gunnison Basin Weed Commission. This training combined with the careful use of herbicides according to the product label will help to ensure safe and proper use. Commercial applicators are also available for noxious weed control. Contact the Gunnison Basin Weed Commission for a list of these applicators.

Control methods are at the discretion of the homeowner/ developer(s), however, the method chosen should be appropriate for the noxious weed species being controlled and the area it is growing in. County listed noxious weeds are mandated by law (C.R.S. 35-5.5, et. seq.) to be controlled. There is also a State noxious weed list.

V. RESPONSIBILITIES

Initially it is the responsibility of the developer to control noxious weeds on Saddle Ridge Ranch. The Homeowners Association will assume responsibility for controlling noxious weeds along subdivision roadways, and open space. Homeowners will be responsible for controlling noxious weeds on their property unless the Association agrees to do so as a group.

The Gunnison County Weed Coordinator, Adena Green, will be available to assist the homeowners/developer(s) with weed identification, weed management strategies and to provide educational materials on noxious weeds. Colorado State University Cooperative Extension can also provide educational materials on noxious weeds.

VI. MONITORING/EVALUATION

This Integrated Weed Management Program should be evaluated each year to determine whether or not the program is successful in achieving the plan goal and objectives. This will allow Saddle Ridge Ranch to make appropriate changes to ensure the success of the program. Homeowners/developer(s) should monitor their perspective properties in order to detect new infestations and to determine the success or failure of treatments (management actions).

Because State and/or County listed weeds (Canada thistle and yellow toadflax) were found on the property, this area will continue to be monitored by the Gunnison County Weed Coordinator until such time that these weeds have been contained and/or eradicated