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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE RUBY RANCH SUBDIVISION

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CLERK AND RECORDER

SUMMIT COUNTY

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE RUBY RANCH FILING NO. 1

THIS DECLARATION, made on the date hereinafter set forth by JMC Co. and the Shirley Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Summit, State of Colorado, which is more particularly described as: Former Lowe and Roush Ranches, and part of the Shirley Ranch (total 271.170 acres more or less). Such property shall hereafter be referred to as "The Ruby Ranch."

SEE LEGAL DESCRIPTION ATTACHED HERETO  
AS EXHIBIT A AND MADE A PART HEREOF

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - PURPOSE OF COVENANTS

Section 1. General Requirements. It is the intention of Declarant expressed by its execution of this instrument, that the lands within the subdivision be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, the natural growth and native setting and surroundings of the subdivision shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. It is of primary intent that the seclusion of each home site in the subdivision from neighboring home sites shall be protected insofar as is possible.

ARTICLE II - DEFINITIONS

"Association" shall mean and refer to the Ruby Ranch Owners Association, its successors and assigns.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property" initially shall mean and refer to Filing 1 of The Ruby Ranch, Summit County, Colorado, which is a portion of the real property hereinafter described, and shall mean, refer to and include any additional filings of The

Ruby Ranch as may be annexed pursuant to Article XII, Section 5 hereof, and such additions thereto as may hereafter be brought within the jurisdiction of The Association.

"Common Area" shall mean all real property, except roads, (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Tracts A, B, C, D shall be conveyed to the Association at such time as a minimum of 75% of the lots in the subdivision have been sold.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area tracts.

"Declarant" shall mean and refer to JMC Co. and the Shirley Company, their successors and assigns.

### ARTICLE III - PROPERTY RIGHTS

Section 1. Platted Roads are Private. All platted roads in the subdivision are owned by the Association and are private roads for access to all lots within the subdivision by owners and their guests and emergency vehicles of public agencies. All costs of construction shall be paid by the Declarant so long as a class B membership exists and all maintenance including snowplowing shall be paid by the Association. No costs of road maintenance shall be borne by Summit County. The only exceptions to the above are those portions of Willowbrook Road and North Ruby Road (extended) that may, in the future, provide public access to abutting National Forest lands.

Section 2. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area tracts which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) common area tracts identified by letter shall remain in ownership of the declarant until 75% of the lots in the subdivision as platted and recorded are deeded to private owners. At such time the common area tracts shall be deeded by the declarant to the Association.

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Willowbrook Meadows Access Easement. Owners of property in the Willowbrook Meadows subdivision and owners in a 20-acre tract (more or less) west of and adjoining the Willowbrook Meadows subdivision and north of and adjoining the Lowe Ranch House tract shall have a right of access through the subdivision to the U.S. National Forest along a route to be designated and marked by the Association. Such access is for foot traffic only and does not include horses or motorized vehicles of any type. Dogs may be permitted only if they are on a leash no longer than six (6) feet. Guests of Willowbrook owners shall be permitted only if accompanied by a member of the immediate family of the Willowbrook owner. The Association may require reasonable evidence of Willowbrook ownership. Willowbrook owners who do not cooperate with the limitations and identification procedures as herein set forth may be denied access through the subdivision.

ARTICLE IV - THE RUBY RANCH OWNERS ASSOCIATION  
MEMBERSHIP & VOTING RIGHTS

Section 1. Formation of The Ruby Ranch Owners Association. Prior to the conveyance of any lot in the subdivision The Association shall be formed as a Colorado corporation not for profit, as provided by the Statutes of the State of Colorado. Articles of Incorporation are recorded in the records of Summit County, Colorado, are presently in effect, and shall be filed with the Secretary of State. They may be amended from time to time and such amendments shall be recorded in Summit County, Colorado records. A Board of Directors shall be established in accordance with the Articles, and the Association shall establish by-laws for its operation.

Section 2. Membership in the Association. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3. Voting Rights of Members of the Association. The Association shall have two classes of voting membership:

. Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1987.

## ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be foreclosed in the manner provided for foreclosure of mortgages on real estate by the law and court rules then in effect in the State of Colorado. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the platted private roads and the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be set by the Board of Directors as provided herein in such amount as is adequate to maintain the roads and provide for such other needs of the Association's properties as determined by the Board of Directors.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section. Written notice of any annual or special meeting shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast one-tenth (1/10) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, or represented at the meeting, the members entitled to vote thereat shall have power to adjourn the meeting without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed according to the acreage per lot or the original selling price or such other criteria as may be determined by the Board of Directors provided the system used is uniform and fair and applies equally to all private lots. All assessments may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. No lot may be assessed unless and until it is a part of a plat properly approved and recorded with the Summit County Clerk and Recorder.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In the event an action at law or foreclosure is necessary to collect the assessment, the Association may collect its costs of collection, including reasonable attorney's fees and court costs.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot owner from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Special Services District. Upon vote of membership of the Association, The Association may convey to a special services district, such as a water and sanitation district or a metropolitan services district, the responsibility for water and other utility services, road construction and maintenance and such recreational facilities and other functions as permitted by statute and approved by the board of directors of said district.

#### ARTICLE VI - ARCHITECTURAL COMMITTEE

Section 1. Architectural Committee. The Architectural Committee shall mean three members of the Board of Trustees of The Association, a Colorado corporation not for profit, as appointed by the Board of Trustees as presently constituted and shall be constituted from time to time in the future. Said Architectural Committee shall have and exercise all of the powers, duties, and responsibilities set out in this instrument.

Section 2. Approval by Architectural Committee. No improvements of any kind, including but not limited to dwelling houses, barns, stables, outbuildings, swimming pools, tennis courts, ponds, access roads, parking areas, fences, walls, garages, drives, antennae, flagpoles, curbs and walks, shall ever be constructed or altered on any lands within the subdivision, nor may any vegetation be altered or destroyed nor any landscaping performed on any tract, unless the complete architectural plans for such construction or alteration or landscaping are approved in writing as to harmony of external design and location in relation to topography, tree cover and buildings on surrounding lots, by the Architectural Committee prior to the commencement of such work.

All buildings must be located within buildable areas assigned to each lot as shown on a development guide map provided for each lot.

The Architectural Committee may establish additional specific design criteria from time to time as needed to insure the architectural integrity of the subdivision. In the event the Architectural Committee fails to take any action within 30 days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any architectural plans, the person or association submitting such architectural plans may appeal the matter to the next annual or special meeting of the Members of The Association, where a vote of at least two-thirds of the votes entitled to be cast at said meeting shall be required to change the decision of the Architectural Committee.

Section 3. Variance. Where circumstances, such as topography, location of property lines, location of trees and bush, or other matters require, the Architectural Committee may, by a two-thirds vote, allow reasonable variances as to any of the covenants contained in this instrument, on such terms and conditions as it shall require; provided that no such variance shall be finally allowed until 30 days after the Architectural Committee shall have mailed a notice of such variance to each Member of The Association. In the event any three Members shall notify the Architectural Committee in writing of their objection to such variance within said 30-day period, the variance shall not be allowed until such time as it shall have been approved by a vote of at least two-thirds of the votes entitled to be cast at an annual or special meeting of the Members of The Association.

Section 4. General Requirements. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade, and finished ground elevation. The Architectural Committee shall protect the seclusion of each home site from other home sites insofar as possible.

Section 5. Preliminary Approvals. Persons or associations who anticipate constructing improvements on lands within the subdivision whether they already own lands in The Ruby Ranch or are contemplating the purchase of such lands, may submit preliminary sketches of such improvements to the Architectural Committee for informal and preliminary approval or disapproval, but the Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval until such time as complete architectural plans are submitted and approved or disapproved.

Section 6. Architectural Plans. The Architectural Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

Section 7. Architectural Committee Not Liable. The Architectural Committee shall not be liable in damages to any person or association submitting any architectural plans for approval, or to any owner or owners of land within The Ruby Ranch, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person or association acquiring the title to any property in the subdivision, or any person or association submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

Section 8. Written Records. The Architectural Committee shall keep and safeguard for at least five years complete permanent written records of all applications for approval submitted to it (including one set of all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

#### ARTICLE 5 - GENERAL RESTRICTIONS ON ALL TRACTS

Section 1. Zoning Regulations. No lands within the subdivision shall ever be occupied or used by or for any structure or purpose or in any manner which is contrary to either the zoning regulations of Summit County, Colorado, or the approved Master Plan for The Ruby Ranch.

Section 2. No Mining, Drilling, or Quarrying. No mining, quarrying, tunnelling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted within the limits of the subdivision, except for drilling for water for domestic use when such drilling is done by a duly constituted water and sanitation or metropolitan services district.

Section 3. No Business Uses. No lands within the subdivision shall ever be occupied or used for any commercial or business purpose nor for any noxious activity and nothing shall be done or permitted to be done on any of said lands which is a nuisance or might become a nuisance to the owner or owners of any of said lands. No store, office, or other place of commercial or professional business of any kind, nor any hospital, sanitorium, or other place for the care or treatment of the sick or disabled, physically or mentally; nor any public theater, bar, restaurant, or other public place of entertainment; nor any church; nor any residential building housing more than two families shall ever be constructed, altered, or permitted to remain within the subdivision.

Section 4. Signs. With the exception of one "For Rent" or "For Sale" sign (which shall not be larger than 20 x 26 inches) and except for entrance gate signs of a style and design approved by the Architectural Committee and appropriate local government authority, no advertising signs, billboards, sightly objects, or nuisances shall be erected, altered, or permitted to remain on any lot or tract in the subdivision.



Section 5. Domestic Pets. No animals shall be kept on any lands in the subdivision except ordinary household pets and horses (See Article VII, Section 6, below) belonging to the household. No more than two dogs or cats per unit may be kept on any residential lot. All dogs and cats must be under direct control of their owners at all times and must not be allowed to roam off the owner's residential lot. All dogs and cats and other household pets shall be subject to all control provisions for such animals as enacted by Summit County from time to time and enforced by it.

Section 6. Horses. The number of horses allowed on any residential lot shall not exceed one horse per full acre of the lot on which kept. Owners must provide supplementary feed so that meadows or residential lots will not be overgrazed. Horses must be kept within an enclosed area which must be kept clean, sanitary, and reasonably free of refuse, insects, and waste at all times.

Section 7. Hay Meadows. The Declarant initially and, after assignment, the Association, owns all of the hay in the irrigated hay meadows of the subdivision, whether platted in open tracts, access easements or private lots. It is the responsibility of the Association to provide for the irrigation of the meadows, and fertilization, cutting and harvesting of the hay each season. The hay harvest yield, after any share provided to those who irrigate and cut and otherwise harvest the hay, shall be sold first to owners of property in The Ruby Ranch and then to others at a price and at such timing priority as determined by the Board of Directors of the Association. No horses shall be allowed to graze or roam unrestricted in the irrigated meadows in the open area tracts or other open areas unless specifically authorized by the Board of Directors.

Section 8. Fences. All fences on any residential lot shall be constructed of wood or poles and of a design and in a location approved by the Architectural Committee. No fences except single strand non-barbed wire electric fences are permitted in irrigated meadows. Any such electric fence must be removed by June 1 of each year to facilitate irrigation and harvesting of the hay and may be re-installed after the hay is cut and removed from the meadow. No fence may be constructed where it will limit access to or from any easement for ditches, utilities, green belts, open meadows or access to National Forest lands.

Section 9. Hunting and Firearms. No hunting or discharge of firearms shall be permitted anywhere within The Ruby Ranch subdivision.

Section 10. Forestry Maintenance. The Declarant or the Association shall have the right to enter upon any residential lot or tract to remove any dead or dying trees or other forest growth which may endanger other forest trees or growth because of disease, insect infestation, or other such causes. The cost of such treatment or removal shall be the obligation of the owner of the residential lot or tract where the subject trees or forest material is located.

Section 11. No Resubdivision. No lot described on the recorded plat of the subdivision shall ever be resubdivided into smaller tracts or lots nor conveyed nor encumbered in any less than the full original dimensions as shown on said recorded plat, provided that lots allowing duplex units may be replatted

and units conveyed pursuant to a condominium plat and condominium declaration (subject to approval by the Summit County Board of County Commissioners) and that conveyances or dedications of easements for utilities or private roads may be made for less than all of one lot.

Section 12. Combining Lots. If two or more contiguous residential lots are owned by the same owner or owners, they may be combined into one or more larger residential lots by means of a written document executed and acknowledged by all of the owners thereof, approved by the Architectural Committee, and recorded in the real property records of Summit County, Colorado. Any vacation of lot lines or easements is subject to approval by the Summit County Board of Commissioners.

Section 13. Service Yards and Trash. All clothes lines, equipment, service yards, woodpiles, or storage piles on any lot or tract in the subdivision shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring lots or tracts and streets and access roads. All abandoned vehicles, rubbish and trash shall be removed from all lots and tracts in the subdivision, shall not be allowed to accumulate and shall not be burned thereon. No trailer, automobile or other vehicle or boat shall be constructed, reconstructed, or repaired upon any private area in such a manner that such construction, reconstruction or repair is visible from neighboring property or roads.

Section 14. Underground Utility Lines. All utility lines within the limits of the subdivision must be buried underground and may not be carried on overhead poles nor above the surface of the ground. Such lines include, but are not limited to, water, gas, electric, telephone, intercoms and television.

Section 15. Reseed Disturbed Surface Area. All natural surface areas disturbed for road or building construction shall be resurfaced with natural topsoil and reseeded or treed to its natural condition, consistent with the improvement constructed, as soon after construction as possible and in no case longer than 12 months after the completion of construction.

Section 15. No Recreational vehicles. No recreational vehicles such as trail bikes or snowmobiles or unlicensed motorcycles or all-terrain vehicles shall be operated on any roads, private lots or common area tracts anywhere within the subdivision unless specifically authorized by the Board of Directors of The Association at a meeting open to all members preceded by notice of the intent to consider waiver of this prohibition.

#### ARTICLE VIII - RESTRICTIONS ON RESIDENTIAL LOTS

Section 1. Number and Location of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot other than:

- (1) One detached single-family dwelling house containing a minimum of 1500 sq. ft. of finished living area; or
- (2) One attached duplex building containing two dwelling units, each of which contains a minimum of 1200 sq. ft. of finished living area (all duplex structures are subject to site plan approval)

and division into two separate ownership parcels by the County Commissioners of Summit County); and

(3) One attached or detached garage per unit; and

(4) One barn or stable or other non-residential outbuilding.

No dwelling house or other structure shall be placed, erected, altered, or permitted to remain on any residential lot at any site or location other than that indicated on the development guide of the subdivision.

Section 2. Dwelling House to be Constructed First. No garage, barn, stable, or other outbuilding shall be constructed on any residential lot until after commencement of construction of the dwelling house on the same residential lot. All construction and alteration work shall be prosecuted diligently and each building, structure, or improvement which is commenced on any residential lot shall be entirely completed within 18 months after commencement of construction.

Section 3. Towers and Antennas. No towers or radio or television antennas higher than three feet above the highest roof line of the dwelling house shall be erected on any residential lot, and all such towers and antennas must be attached to the dwelling unit. All such towers or antennas must be submitted for approval by the Architectural Committee pursuant to Article VI of these covenants.

Section 4. Trees and Landscaping. No trees or brush growing on any residential lot shall be felled or trimmed nor shall any natural areas be cleared, or formal lawn areas constructed, or landscaping performed on any residential lot without the prior written permission of the Architectural Committee.

Section 5. Tanks. No elevated tanks of any kind shall be erected, placed, or permitted upon any residential lot. Any tank used in connection with any dwelling unit or other structure on any residential lot, including tanks for storage of gas, fuel oil, gasoline, oil, or water, shall be buried or if located above ground the location and screening shall be as determined by the Architectural Committee.

Section 6. Used or Temporary Structures. No used or previously erected or temporary house, structure, house trailer, or nonpermanent outbuilding shall ever be placed, erected, or allowed to remain on any residential lot, except during construction periods, and no dwelling unit shall be occupied in any manner prior to its completion. Pickup campers, camping trailers, recreational vehicles and any other such equipment may be stored on private property provided it is thoroughly screened from view from the road and adjoining residential lots and common area tracts.

Section 7. Exterior Lighting. All exterior lights and light standards on residential lots shall be approved by the Architectural Committee for harmonious development and the prevention of lighting nuisances to other lands in the subdivision.

Section 8. Off-Street Parking. No dwelling unit shall be constructed on any residential lot unless there is concurrently constructed on the same lot adequate off-street parking area for at least four automobiles per residential unit.

Section 9. Garbage Disposal and Sanitary Systems. Each dwelling unit or other structure containing a kitchen constructed on any residential lot in the subdivision shall be equipped with a garbage grinder or garbage disposal unit of a type approved by the Architectural Committee. No sewerage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or be used on any lot or tract unless fully approved as to design, capacity, location, and construction by all proper public health agencies of the State of Colorado and the County of Summit, and by the Architectural Committee.

#### ARTICLE IX - RESTRICTIONS ON COMMON TRACTS

Section 1. Improvements. No improvements of any kind or nature shall be constructed, altered, or allowed to remain on any common tract except private roads giving access to other lots and tracts in the subdivision, noncommercial stables or barns, training tracks, jumping courses, polo fields, meadows, clubhouses, swimming pools, tennis courts, golf courses, lakes and ponds, recreational facilities, bridle paths, or similar improvements for the benefit of or use of all the Members of The Association. All such improvements shall be approved by the Architectural Committee as elsewhere herein provided, and shall conform and harmonize in appearance, siting, and cost with existing structures on and the overall development plans for the subdivision.

#### ARTICLE X - EASEMENTS RESERVED

Section 1. Utility Easements Reserved. Declarant hereby reserves to itself, its successors and assigns, perpetual easements ten feet in width on each side of the boundary line along the entire perimeter of each lot and tract described on the recorded plats of The Ruby Ranch subdivision, except any portion of said perimeter which abuts on a dedicated county road, for the purpose of constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, water, irrigation, sewer, gas, and similar lines, pipes, wires, ditches, and conduits, and walking and riding trails.

Section 2. Irrigation Easements and Rights Reserved. Declarant hereby reserves to itself, its successors and assigns, until assigned to The Association, perpetual easements 20 feet in width across all of the lands in the subdivision centered along the line of all irrigation ditches and laterals presently in existence or hereafter constructed with the consent of the owners of the lands across which constructed, for the purpose of constructing, maintaining, and operating irrigation ditches and laterals for the proper irrigation of all meadow lands in the subdivision located on any lots and tracts therein and covenants that it shall maintain and operate said ditches for proper irrigation of all meadow lands. Declarant similarly reserves to itself, its successors and assigns, the right to, and covenants that it will, irrigate all such meadow lands at all reasonable times, and to go on all lots and tracts in the subdivision for the purpose of irrigating such meadow lands so as to preserve and maintain their natural beauty.

Section 3. Easements for Private Roads. Declarant hereby reserves to itself, its successors and assigns, perpetual easements across all common areas in the subdivision for private roads giving access to the residential lots in the subdivision; provided that no such private road shall ever be constructed or used without the prior written permission of the Architectural Committee.

Section 4. High Pressure Gas Easement. An easement varying in width from 25 to 50 feet dated February 2, 1971, exists on residential lot 5, 11, 12, 13 and 14, and open space tract B in Filing 1 of The Ruby Ranch as shown on the recorded plat thereof. The Western Slope Gas Company has constructed a high pressure natural gas transmission line in this easement and a license agreement exists with said Gas Company. No fences may be built anywhere within this easement. Contractors and owners of the subject lots should contact Mr. Harry Moyes, District Supervisor, Western Slope Gas Company, telephone (303) 468-2528.

#### ARTICLE XI - ENFORCEMENT

Section 1. Enforcement Actions. The Association, the Architectural Committee, or any Owner shall have the right to prosecute any action to enforce the provisions of all of these covenants by injunctive relief, on behalf of itself and all or part of the owners of lands within the subdivision. They shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, except as provided in Article XII, Section 1. Failure by The Association, the Architectural Committee, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### ARTICLE XII - GENERAL PROVISIONS

Section 1. Limitations on Actions. In the event any construction or alteration or landscaping work is commenced upon any of the lands in the subdivision in violation of these covenants and no action is commenced within 60 days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said 60-day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

Section 2. Severability. Invalidation of any one of these covenant provisions or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Term and Binding Effect. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. They shall be a burden on the title to all of the lands in the subdivision, and the benefits thereof shall inure to the owners, heirs, successors, or assigns of all of the lands in the subdivision, and the benefits and burdens of all said covenants shall run with the title to all of the lands in the subdivision.

Section 4. Amendment. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 5. Additional Land. Additional adjacent land shown as Filings 2 and 3 on the Master Plan approved by the Summit County Board of County Commissioners on May 5, 1979, and an enclave of approximately 18 acres located near the northeast portion of the master-planned area may be annexed as additional filings by the Declarant without the consent of members within ten years of the date of this instrument. It is anticipated that the developer will proceed with at least subsequent Filings 2 and 3 as shown on the Master Plan as approved by the Board of County Commissioners, but the developer is not bound to proceed with proposed additions. Residential lots in the proposed additions, if made, will become subject to their just share of Association expenses.

Section 6. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the covenants contained herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17 day of October, 19 79.

JMC Co., a Colorado corporation  
Declarant

Attest:

Carl J. Storer  
Assistant Secretary

BY Jm Lacy  
J. M. Lacy, President

The Shirley Company, a Colorado corporation  
Declarant

Attest:

E. Neal Smith  
Secretary

BY E. Neal Smith  
E. Neal Smith, President

EXHIBIT A

LEGAL DESCRIPTION OF FILING 1 SUBDIVISION,  
THE RUBY RANCH

Know all men by these presents that JMC Co., as owner of the land described as follows: That tract of land being a portion of the S $\frac{1}{2}$  of Section 2 and the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 11, T5S, R78W of the 6th P.M. Summit County, Colorado, being more particularly described as follows:

Beginning at the northeast corner of the SE quarter of said Section 2; thence N89°39'13"W along the north line of said southeast quarter a distance of 1103.55 feet; thence S62°51'46"W a distance of 240.16 feet; thence 367.62 feet along the arc of a curve to the left having a central angle of 29°03'10" and a radius of 725.00 feet; thence S33°48'36"W a distance of 71.10 feet; thence 236.09 feet along the arc of a curve to the right having a central angle of 60°07'13" and a radius of 225.00 feet; thence N86°04'11"W a distance of 344.53 feet; thence 326.56 feet along the arc of a curve to the left having the central angle of 61°43'38" and a radius of 305.00 feet; thence S32°12'31"W a distance of 116.36 feet; thence 195.68 feet along the arc of a curve to the left having a central angle of 17°56'20" and a radius of 625.00 feet; thence 24.17 feet along the arc of a curve to the left having a central angle of 06°54'00" and a radius of 200.68 feet; thence S48°55'47"W a distance of 564.64 feet to a point on the north line of the southeast  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of said Section 2; thence N88°00'17"W a distance of 1017.78 feet to the northwest corner of said southeast quarter of the southwest  $\frac{1}{4}$ ; thence S01°02'46"E a distance of 1316.64 feet to the southwest corner of said SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ; thence S89°53'21"E along the south line of said Section 2 and the north line of said Section 11 a distance of 1371.16 feet to the northwest corner of the north  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of said Section 11; thence S00°06'57"E a distance of 1318.90 feet to the southwest corner of said north  $\frac{1}{2}$  of the NE  $\frac{1}{4}$ ; thence S89°58'02"E a distance of 2735.62 feet to the southeast corner of said N  $\frac{1}{2}$  of the NE  $\frac{1}{4}$ ; thence N00°03'00"W a distance of 1323.04 feet to the section corner common to sections 1, 2, 11 and 12; thence N01°33'44"W along the east line of the SE  $\frac{1}{4}$  of said Section 2 a distance of 2609.17 feet to the point of beginning: EXCEPTING there from that portion of the Willow Creek Placer M.S. No. 1259 lying in the SE  $\frac{1}{4}$  of Section 2, T5S, R78W of the 6th P.M., Summit County, Colorado. Being more particularly described as follows: Commencing at the northeast corner of said SE  $\frac{1}{4}$  thence S01°33'44"E along the east line of said SE  $\frac{1}{4}$  a distance of 1136.49 feet to a point on the 2-3 line of said M.S. No. 1259, said point also being a corner on the west line of that tract of land as described in Book 201 at page 200 in the office of the Summit County Clerk and Recorder, said point also being the true point of beginning; thence N16°54'44"W along said 2-3 line a distance of 587.39 feet to corner No. 3; thence N73°17'16"E along the 3-4 line of said M.S. No. 1259 a distance of 161.09 feet to said east line of the SE  $\frac{1}{4}$ ; thence S01°33'44"E along said east line a distance of 608.54 feet to the true point of beginning containing 271.170 acres more or less.

- EXHIBIT A -

COST DISTRIBUTION FOR NATIONAL GAS TO SELECTED RUBY RANCH LOTS  
 BASED ON \$1,700\* PER LOT

	<u>COST</u>	<u>LN. FT.</u>	<u>COST/FT.</u>	<u>SERVE</u> <u>LOTS</u>	<u>EXT.</u> <u>COST</u>	<u>LOTS</u>	<u>EXTENSION</u> <u>PER LOT</u>	<u>REPAY TRUNK</u> <u>PER LOT</u>	<u>NO.</u> <u>OF LOTS</u>	<u>REPAY</u> <u>TRUNK</u>
Ext. A:	\$1,258	260	\$4.83	8, 9	\$1,258 ÷ 2 lots	= \$ 629	+ \$1,071	x 2	\$2,142	
Ext. B:	5,443	1,400	3.88	17, 18, 19, 20	5,443 ÷ 4 lots	= 1,361	+ 339	x 4	1,356	
Ext. C:	5,040	1,260	4.00	13, 14, 15, 16	5,040 ÷ 4 lots	= 1,260	+ 440	x 4	1,760	
Lot 11 direct access to trunk line				11	NA			x 1	<u>1,700</u>	

\$6,958 =

Potential Total Repay over 10 years

\*Does not include gas line from Road to House, estimate \$600 - \$1,000 depending on distances, topography, etc. Public Service Co. can give detailed estimate.