

(Exhibit "A" to Deed)
RESTRICTIONS AND COVENANTS
AFFECTING LOT 1 AND BENEFITING RESIDUAL LOT A
ROCKY MOUNTAIN OHANA RANCH CONSERVATION DEVELOPMENT
(19-LAND3887)
LARIMER COUNTY, COLORADO

1. Purpose. These Restrictions and Covenants (hereinafter referred to as "Covenants") are for the purpose of imposing the restrictions and covenants set forth herein upon Lot 1, Rocky Mountain Ohana Ranch Conservation Development (19-Land3887), County of Larimer, State of Colorado, commonly known as 6819 W. County Road 18, Loveland, Colorado 80537 hereinafter referred to as the "**Lot**", for the benefit of Residual Lot A, Rocky Mountain Ohana Ranch Conservation Development (19-Land3887), County of Larimer, State of Colorado, commonly known as 6701 W. County Road 18, Loveland, Colorado 80537 hereinafter referred to as "**Residual Lot A**". These Covenants are not limited to any term and: (i) permanently run with the Lot and benefit and run with Residual Lot A at law and as an equitable servitude upon the Lot; (ii) bind any person (as defined below) having or acquiring any right, title or interest in any portion of the Lot and their heirs, successors in interest and assigns; (iii) are binding upon every part of the Lot and every interest therein; and (iv) inure to the benefit of Residual Lot A and its owners, and are enforceable by the owners of Residual Lot A and such owners' successors in interest and assigns. As used herein "person" means a natural person, corporation, partnership, limited liability company, trustee or other legal entity.

2. Land Use and Building Type. The Lot shall be used only for one single-family residential dwelling housing a single familial group, and one equipment building, and one barn. No other building shall be erected, placed or permitted to remain on the Lot. The Lot shall be used solely for single family residential purposes and for such accessory uses and home occupation which are in compliance with these Covenants and is permitted by applicable zoning regulations. The dwelling on the Lot shall have no less than three thousand (3,000) square feet of living area, and no more than five (5) bathrooms (including bathrooms that have only toilet and sink fixtures, and bathrooms with toilet, sink and shower). The square footage of living area shall be calculated by the interior measurement of living area only, including basement (whether or not there is a basement walkout) but excluding attic areas, garage, porches, balconies, decks, lofts, patios, and open spaces. The dwelling must be built on-site, or be a modular home as defined by Section 24-32-3302 (25) and (10), C.R.S., installed on a permanent foundation. No mobile home, or other prefabricated, or off-site manufactured, or previously built home shall be permitted upon the Lot. The barn and the equipment building shall each not exceed a footprint greater than one hundred

(100) feet by one hundred (100) feet, and the type and color of siding on each shall match that of the dwelling and shall be harmonious and attractive in appearance. In no event shall any roof line or architectural feature of the dwelling, the barn, or the equipment building exceed forty (40) feet in height above the highest finish grade immediately adjacent to the structure.

3. Setbacks. No building shall be erected, placed or permitted to remain on the Lot unless it is entirely located, including any eaves and other overhangs, no less than twenty-five (25) feet away from all adjacent perimeter lot lines of the Lot, or the distance that is required by the applicable governmental setback requirements then in effect, whichever is the greater distance.

4. Animals. No more than a total of four (4) adult large animals are allowed to be kept on the Lot; provided that no bull older than six (6) months is allowed to be kept on the Lot. For purposes of this provision, horses and female cows are deemed to be adult at the age of two (2) years. As used herein, a large animal is a horse, cow, llama, vicuna, emu, zebra, deer, elk or similar animal. No buffalo or other dangerous animals, such as bears, lions, leopards, tigers or other non-domesticated large animals are allowed to be kept on the Lot. No more than three (3) adult dogs are allowed to be kept on the Lot. No more than three (3) adult cats are allowed to be kept on the Lot. No more than a combined total of **25 adult** fowl such as chickens, ducks, geese, turkeys, peacocks and peahens may be kept on the Lot.

5. Vehicles, Equipment, Trailers. No bus, large commercial or construction type vehicles (including by way of example and not in limitation, dump truck, cement mixer truck, oil or gas truck, delivery truck, backhoe, bulldozer, or semi-tractor or trailer) shall be parked, stored or kept on the Lot unless the same are fully within the equipment building or barn, except while reasonably necessary during construction of improvements on the Lot. Tractors and farm equipment actively in use for agricultural purposes on the Lot are permissible and may be kept outside. For purposes of this provision, the term "vehicle" includes trailers and equipment. No more than four (4) motorized vehicles, including tractors, recreational vehicles, and no more than three (3) trailers, including utility or recreational trailers, horse trailers, boats and boat trailers, and recreational, farm, or other equipment, may be kept on the Lot outside of structures, and all others shall be kept in the equipment building or barn or the dwelling's attached garage. No junk or inoperative vehicles shall be stored or permitted to remain on any Lot unless enclosed fully within the equipment building or barn or the dwelling's attached garage. For purposes of these provisions, any disassembled or partially disassembled car, truck, trailer or other vehicle, or any motor vehicle which has not been moved under its own power for more than fourteen (14) consecutive days shall be considered an inoperable vehicle. No work of vehicle or equipment repair or maintenance shall be performed except such work as is performed by the occupant of the Lot upon the occupant's vehicles and equipment and all such work shall be performed within the confines of the equipment building or the barn or the dwelling's attached garage.

6. No Commercial Uses. The Lot shall not be used for any business, trade, or commercial use, except such home occupations as are otherwise in compliance with these Covenants and permissible under the zoning regulations which from time to time are in effect.

7. Road Right of Way and Maintenance. The road right-of-way easement as shown on and along the southern side of the Lot on the Plat, is acknowledged and reaffirmed hereby, and if not previously granted there is hereby granted a permanent nonexclusive easement and right-of-way in the location so shown, for the benefit of Residual Lot A and other properties now served by such easement, for access and utility purposes. This easement is commonly designated as a portion of West County Road 18, but is a private easement. The owner of the Lot has responsibility for maintenance of the road, proportionately with other landowners benefitted by the road.

8. Severability. Invalidation of any clause, sentence, phrase, or provision of this Declaration by judgment or court order shall not affect the validity of any other provisions of this Declaration which shall remain in full force and effect.

9. Enforcement. The provisions of these Covenants may be enforced in proceedings brought by the owner of Residual Lot A. Enforcement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any provisions of these Covenants. In addition to damages and any other remedies that may be available, these Covenants are enforceable by the owner of Residual Lot A by specific performance and injunctive relief, it being acknowledged that remedies at law alone are inadequate to remedy any default and are necessary to provide the benefits of these Covenants for the owner of Residual Lot A. All remedies provided are cumulative, and pursuit of one shall not bar pursuit of any other, independently, or jointly, and in any sequence. The owner of Residual Lot A shall also recover reasonable attorney fees and costs incurred in connection with the violation, attempted violation, or threatened violation of these Covenants.

10. Venue. These Covenants are made and entered into in Larimer County, Colorado, and are governed by and its terms shall be construed under the laws of the State of Colorado. Any action relating to these Covenants may be brought and prosecuted in the courts of the County of Larimer, State of Colorado, and the owners of any interest in the Lot, by acceptance of any interest in the Lot, waive any right or claim of right to elect or bring or require action to be brought or maintained, or venue changed, to any other place.

11. Incorporation Into Deed. These Covenants are hereby incorporated into and made a part of the deed conveying the Lot, and are a material part of the consideration given for the conveyance of the Lot. Grantors would not convey the Lot without the inclusion of these Covenants.

[End of Restrictions and Covenants]