

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
SERENITY AT WOLF CREEK RANCH**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SERENITY AT WOLF CREEK RANCH ("Covenants") is made by 2773, LLC, a Colorado limited liability company ("Declarant") and shall be effective as of this 10th of November, 2022 ("Effective Date").

RECITALS

A. Declarant is the owner of the real estate in Elbert County, Colorado described in the attached **Exhibit A** (the "Real Estate"), upon which Declarant desires to create a planned community known as "Serenity at Wolf Creek Ranch" (the "Community").

B. These Covenants are created in furtherance of a common and general plan for the Community and are designed to protect and enhance the quality, value, aesthetic, desirability, and attractiveness of the Community which will benefit all Owners of "Parcels" (hereafter defined) within the Community.

C. These Covenants shall run with the Real Estate and shall be binding on all parties and on their heirs, legal representatives, successors, and assignees having any right, title, or interest in the Real Estate or any part thereof; and shall inure to the benefit of each Owner (hereinafter defined).

**ARTICLE I
DEFINITIONS**

1.1 "Community" means the community known as Serenity at Wolf Creek Ranch.

1.2 "County" means Elbert County, Colorado.

1.3 "Covenants" is a collective term for all promises, restrictions, reservations, conditions, terms, easements, and rights-of-way specifically set forth or referenced in this Declaration, as the same may be adopted and amended from time to time.

1.4 "Declarant" means 2773, LLC, a Colorado limited liability company together with any Person to which any or all of the rights of Declarant may expressly be transferred, including its successors and assignees. A Person shall be deemed to be a "successor and assignee" of 2773, LLC, as a Declarant, only if specifically designated as a successor or assignee of Declarant under this Declaration in an instrument recorded in the real property records of Elbert County and shall be deemed a successor and assignee of Declarant only as to the particular rights or interests of Declarant under this Declaration that are specifically designated in the written instrument. A successor to Declarant by consolidation or merger shall automatically be deemed a successor or assignee of Declarant as Declarant under this Declaration.

1.5 "Easements and Licenses" means those easements and licenses appurtenant to, or included in, the Community.

1.6 "Improvements" means all construction, installation, and expansion of structures and

improvements located upon or made to a Parcel and any appurtenances thereto of every type or kind including, but not limited to, including Residences, Ancillary Units, patio covers, awnings, the painting of any exterior surfaces of any visible structure, roofing, trash containers and enclosures, mail boxes, satellite dishes, additions, walkways, screen or storm doors, outdoor sculptures or artwork, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, individual sewage disposal systems, solar equipment, grading, filling, or similar disturbance to the surface of the land, and exterior air conditioning.

1.7 "Owner" means any Person, or, if more than one, all Persons collectively, who hold fee simple title to a Parcel, including sellers under executory contracts of sale and excluding buyers thereunder.

1.8 "Parcel" means a physical portion of the Community that is designated for separate ownership or occupancy, the boundaries of which are depicted upon the Plat or any Supplemental Plat. The term Parcel shall not include any property owned by a public body.

1.9 "Person" means a natural person, a corporation, a partnership, a limited liability company, or any other entity permitted to hold title to real property pursuant to Colorado law.

1.10 "Plat" means the land survey plat deposited on October 20, 2022 in the Elbert County Surveyor's land survey plats/right-of-way surveys at Reception 220624.

1.11 "Real Estate" means the real property more particularly described on the attached **Exhibit A**.

1.12 "Record, Recording, or Recorded" refer to the acts and the resulting status, respectively, of filing for record of any document in the Office of the Clerk and Recorder of Elbert County.

1.13 "Residence" means the house constructed on a Parcel for occupancy as a dwelling.

1.14 "Road Association" means the Serenity at Wolf Creek Ranch Road Association.

ARTICLE II **DESIGNATION OF PARCELS**

2.1 Number of Parcels. Unless further divided as provided in Section 2.2, the number of Parcels included in the Community is seventy-seven (77). Real Estate shown on the Plat is part of the Community automatically by a deed conveying a Parcel to an Owner if such deed describes the Parcel.

2.2 Subdividing.

A. No Parcels may be subdivided except Parcels 1, 2, 35, 36, 37, 53, 54, 55, 56, and 77. Each of Parcels 1, 2, 35, 36, 37, 53, 54, 55, 56, and 77 may be subdivided into no more than 4 parcels as allowed by Elbert County.

B. Any such replating or rezoning shall be at the sole expense of the owner of the Parcel. The Owners and/or their successor or assigns hereby covenant and agree not to oppose any such rezoning or associated platting as contemplated hereby. This covenant shall survive the closing of the purchase of any Parcel within the Community.

2.3 Parcel Descriptions. Every contract for sale, deed, lease, mortgage, will, or other legal instrument shall legally describe a Parcel by its identifying parcel number, followed by the name of the Community, with reference to the Plat.

2.4 Reference to the Covenants. Reference to the Covenants, the Plat, and map in any instrument shall be deemed to include any supplement(s) or amendment(s) to the Covenants, the Plat, or map without specific references thereto.

2.5 Parcel Boundaries. The boundaries of each Parcel are as depicted on the Plat and extend to approximately the center of the road.

- (a) Inclusions. Each Parcel includes the spaces and Improvements lying within the boundaries described above. Each Parcel also includes the spaces and Improvements containing utility meters, electrical switches, wiring, pipes, ducts, conduits, and communications, television, telephone, and electrical receptacles and boxes serving that Parcel exclusively, the surfaces of these items being the boundaries of that Parcel, whether or not the spaces are contiguous.
- (b) Exclusions. Excluded from the Parcel (except as provided above under the title "Inclusion") are the following: the spaces and Improvements lying outside the boundaries of a Parcel and any chutes, pipes, wires, conduits, and other facilities running through or within a Parcel for the purpose of furnishing utility and other service to other Parcels.
- (c) Noncontiguous Portions. Certain Parcels may include special portions or pieces of equipment, such as utility meters, meter boxes, and utility connection structures that are situated in buildings or structures that are detached from the Parcel. Such special equipment is a part of the Parcel, notwithstanding their non-contiguity with the principal portions. Each Parcel includes the spaces and improvements lying within the boundaries described above, and also includes storm drainage improvements, utilities and utility meters and communications, television, telephone, and electrical receptacles and boxes serving that Parcel exclusively, whether or not in the boundaries or contiguous to the Parcel, unless the same are maintained by a governmental agency or entity.

ARTICLE III **GENERAL MAINTENANCE AND USE OF PARCELS**

3.1 Maintenance of the Community. No Real Property within the Community shall be permitted to fall into disrepair, and all Real Property within the Community, including any Improvements, shall be kept, and maintained in a clean and attractive condition. Maintenance, repair, and upkeep of each Parcel, including all maintenance, repair, or replacement of any fence shall be the responsibility of the Owner of the Parcel.

3.2 Maintenance of Roads. Maintenance, repair, and upkeep of roads contained within the Community shall be the responsibility and expense of the Road Association. All Owners are members of the Road Association.

3.3 Permitted Uses. Parcels shall be used primarily for residential purposes and uses that are customarily incidental thereto, provided that any use must be in compliance with all state and local laws and ordinances. Solar installations are permitted for residential use.

3.4 Compliance with Laws. Nothing shall be done or kept on any Real Property within the

Community in violation of any law, ordinance, rule, or regulation of any governmental authority having jurisdiction over the Community.

3.5 Vehicles. No trash, junk or inoperative vehicles shall be collected or permitted to remain on any Parcel unless such vehicle is stored in an enclosed garage or outbuilding and out of public sight.

3.6 Commercial Storage Prohibited. Commercial storage of campers, trailers, recreational vehicles or similar items is prohibited.

3.7 Garbage. Rubbish, garbage, or other waste shall be kept and disposed of in a timely and sanitary manner. No Parcel shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish, or other refuse shall be kept in a clean, sanitary condition.

3.8 Outside Burning. There shall be no exterior fires, except barbeque grills, outside fireplaces, and incinerator fires contained within facilities or receptacles and in improved areas designed for such purposes. No Owner shall permit any condition on such Owner's Parcel which creates a fire hazard as determined by fire protection authorities or which is in violation of fire prevention regulations.

3.9 Noxious Odors/Offensive Activities. No noxious odors or offensive activity shall be carried on any Parcel, nor shall anything be done or placed thereon which may be or become a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to other Owners.

3.10 Firearms. The use or discharge of firearms, air rifles, pistols, pellet guns or similar devices is only permitted in compliance with Elbert County regulations.

3.11 Parking. No parking or storage shall be allowed on the roads in the Community except parking of vehicles for limited periods of time (not to exceed twelve hours).

3.12 Wells and Septic Systems. No well for domestic or irrigation use, nor septic system, shall respectively be drilled or constructed, altered or use, unless each is fully approved as to design, capacity, location, and construction (including construction materials) by the appropriate state and local agencies, including but not limited to the Colorado State Department of Water Resources.

3.13 Motocross Tracks. All-Terrain Vehicle (ATV) and motocross tracks are not permitted anywhere within the Community on any Parcel.

ARTICLE IV **RESIDENCES AND STRUCTURES**

4.1 Residences. All residences in the Community shall be constructed in compliance with Elbert County Building regulations. No residence shall be erected or placed which has an area of less than 1,500 square feet, which means a fully enclosed floor area devoted to living purposes, exclusive of porches, basements, terraces, attached garages or other attachments, all of which must constitute a permitted permanent structure. This subparagraph shall not prohibit the construction of a separate guest house or garage/apartment provided the building(s) and/or uses comply with County regulations. Solar panels are permitted for residential use only.

4.2 Permanent Foundation Required. No HUD Tag manufactured homes shall be built or allowed as a permanent Residence within the Community. An engineered permanent foundation is

required for all building structures. Multi-section manufactured homes (UBC or IRC code construction) are acceptable residential units. Each Parcel owner shall cause each residential structure, garage, barn, shed stall or other outbuilding constructed and located on their Parcel to be attached to a permanent cement footing, caisson, and/ or pole foundation.

4.3 Condition of Buildings. No buildings or structures shall be placed, erected, altered, or permitted, to remain on any Parcel other than those allowed by the zoning regulations of Elbert County and any other state or local governing bodies. Barns, sheds, or other structures incidental to rural residential use of the premises, shall be of good quality and construction and shall be maintained on a permanent foundation, and shall be kept well-maintained at all times. No structures shall be constructed out of unfinished galvanized metal.

4.4 Setbacks. No building shall be located on any Parcel less than one hundred thirty (130) feet from the center of any road nor less than sixty (60) feet from any adjoining Parcel.

4.5 No Underground Housing. No underground housing is permitted in the Community.

4.6 Temporary Structures. No temporary structure, trailer, tent, shack, garage, or other outbuilding shall be used on any Parcel as a family dwelling, either temporary or permanent, unless such structure has a final Certificate of Occupancy from Elbert County. However, this covenant shall not restrict the Owner of any Parcel from maintaining and living in a motor home or trailer during the construction of a permanent Residence on such Parcel. Use of such temporary dwelling shall not exceed the approved amount of time by Elbert County, if permitted by Elbert County, or twelve (12) months whichever is less. The Owner, upon receiving a final Certificate of Occupancy from Elbert County for said permanent Residence being built on the Owner's Parcel shall vacate and totally remove the temporary structure within twenty-one (21) days of receipt of such final Certificate of Occupancy. If a recreational vehicle is used as temporary quarters while a home is being built, it can remain on the Parcel once the Residence is built, but it can no longer be used as living quarters on the Parcel.

4.7 Storage Containers. Conex, shipping or other containers are limited to one (1) per Parcel and are only permitted during the construction of a permanent Residence on such Parcel, not to exceed twelve (12) months. The Owner, upon receiving a final Certificate of Occupancy from Elbert County for such permanent Residence being built on the Owner's Parcel, shall vacate and totally remove the Conex, shipping or other container within twenty-one (21) days of receipt of such final Certificate of Occupancy. Any Conex, shipping or other container used shall not to exceed 10 feet high, by 40 feet long by 10 feet wide and must be in a well-maintained condition.

ARTICLE V ANIMALS

5.1 Commercial Purposes. No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on any Parcel for commercial purposes. Leasing portions of a Parcel for grazing is permitted.

5.2 Number of Animals. The number of animals permitted on a Parcel must comply with all state, county and local laws, regulations and ordinances.

5.3 Livestock Odors. All Parcels shall be maintained free from odor or other livestock associated nuisances. All manure from livestock will be maintained, used and/or disposed of in such manner to keep odor from becoming a nuisance to adjoining landowners.

5.4 Stables. All stables, corrals, kennels, and similar structures must be kept clean and in a sanitary condition.

5.5 Fences. If a Parcel Owner has livestock on a Parcel, they must erect a fence sufficient to prevent livestock animals from entering on any other Parcels.

5.6 Overgrazing. Overgrazing shall not be permitted on any Parcel. If proof of overgrazing shall be required in any legal proceeding, a report or testimony of a technical employee of the Farm Service Agency or other qualified individual or agency, who has examined the Parcel said to be overgrazed shall be proof that said Parcel has been overgrazed.

ARTICLE VI **EASEMENTS**

6.1 Real Estate Burdened. The Real Estate is legally described in **Exhibit A** and is subject to the Easements set forth on the Plat and on the Declaration of Reciprocal Easements, Covenants, Conditions, and Restrictions recorded in the Elbert County Clerk and Recorder's records on October 6, 2022 at Reception Number 622916. Additional easements are set forth in this Article. The Real Estate may become subject to other easements or licenses granted by authority reserved in any recorded document.

6.2 Emergency Easement. A general non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons, now or hereafter serving the Community, to enter upon the Community, including roads in the proper performance of their duties.

6.3 Easements Deemed Created. All conveyances of Parcels hereafter made shall be construed to grant and reserve the easements contained in the Covenants, as amended, even though no specific reference to such easements or to the Covenants appears in the instrument for such conveyance.

6.4 Owners' Easements of Enjoyment. Every Owner grants an easement to all other Owners over and across the road which is part of their Parcel for purposes of ingress and egress. Every Owner and his or her family, tenants, guests, and invitees shall have a right and easement of access to his or her Parcel and of enjoyment in and to the roads within the Community and such easement shall be appurtenant to and shall pass with the title to every Parcel.

6.5 Easements for Owners. Easements are reserved on each Parcel for the installation, maintenance, and repair of irrigation meters and equipment and individual sewage disposal systems. In exercising this easement right, the party exercising the right shall be responsible for any resulting damages, and a lien therefore is authorized and established against that party's Parcel.

ARTICLE VII **AMENDMENTS TO COVENANTS**

7.1 Amendment of Covenants by Owners. Except as otherwise provided in the Covenants, and subject to provisions elsewhere contained in the Covenants, any provision, covenant, condition, restriction, or equitable servitude contained in Covenants may be amended or repealed at any time and from time to time upon the affirmative written vote or agreement of at least sixty-seven percent (67%) of the Owners.

7.2 Certification. The amendment or repeal shall be effective upon the Recording of a certificate setting forth the amendment in full and certifying by at least five (5) Owners that the amendment has been approved as set forth above.

7.3 Meetings. Notwithstanding anything herein to the contrary, meetings of the Owners called for the purposes of approving amendments to the Covenants must comply with the following: (a) at least fifteen (15) days' advance written notice to all Owners must be given; (b) the notice must state the purpose of the meeting and contain a summary of the proposed amendment to be approved; (c) the notice must include a proxy that can be cast in lieu of attendance at the meeting; and (d) a quorum of at least 10% of the Owners entitled to vote either in person or by proxy must be present at such meeting.

ARTICLE VIII **ENFORCEMENT OF COVENANTS**

8.1 Notices. Any notice permitted or required to be given under the Covenants, as amended, shall be in writing and may be given either personally or by mail. If served by mail, each notice shall be sent postage prepaid, addressed to any Person at the address of the Parcel, if not actually received earlier, at 5:00 p.m. on the second (2nd) business day after it is deposited in a regular depository of the United States Post Office.

8.2 Persons Entitled to Enforce Covenants. Any Owner entitled to vote shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions, and equitable servitudes contained in the Restrictive Covenants, as amended against any property within the Community and the Owner thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision of the Covenants as amended.

8.3 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction, or equitable servitude contained in the Covenants as amended, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of the Covenants as amended.

8.4 Violations of Law. Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation pertaining to the ownership, occupation, or use of any property within the Community is hereby declared to be a violation of the Covenants, as amended and shall be subject to any and all enforcement procedures set forth in the Covenants.

8.5 Mediation. If a dispute arises relating to the Covenants, as amended shall arise between any Owners, the parties thereto shall first proceed in good faith to resolve the matter by mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate if the entire dispute is not resolved within thirty (30) days after the date written notice requesting mediation is sent by one party to the other(s) (the "Mediation Period").

8.6 Arbitration. Any controversy arising out of or relating to the Covenants as amended between Owners that is not settled prior to the expiration of the Mediation Period shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its rules and shall be held in the Denver metropolitan area. A judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction. The initiating Person shall give

written notice of its decision to arbitrate by providing a specific statement setting forth the nature of the dispute, the amount involved, and the remedy sought. The initiating Person shall be responsible for all filing requirements and the payment of any fees according to the rules of the applicable regional office of the American Arbitration Association. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and expenses including attorney's fees, arbitrator's fees and out-of-pocket expenses of any kind. The term "prevailing party" shall mean the party whose position is most nearly upheld in arbitration. (For example, the prevailing party would be the party who is required to pay \$1,000.00 in the arbitration proceeding where such party had, prior to the commencement of the arbitration, offered \$500.00 by way of settlement and the opposing party, refusing such offer, had claimed entitlement to \$10,000.00.) The consideration of the parties to be bound by arbitration is not only the waiver of access to determination by a court and/or jury, but also the waiver of any rights to appeal the arbitration finding. Each Owner of a Parcel expressly consent to arbitration as their sole and exclusive remedy, and expressly waive any right they may have to seek resolution of any dispute as contemplated by this Article in any court of law or equity, and any right to trial by judge or jury.

8.7 Remedies Cumulative. Each remedy provided under the Covenants, as amended is cumulative and not exclusive.

8.8 Costs and Attorneys' Fees. In any action or proceeding under the Covenants, as amended, the prevailing party shall recover its costs and expenses in connection therewith including reasonable attorneys' fees and costs.

ARTICLE IX **MISCELLANEOUS**

9.1 Liberal Interpretation. The provisions of the Covenants shall be liberally construed as a whole to carry out the purpose of the Covenants, as amended.

9.2 Governing Law. The Covenants, as amended shall be construed and governed under the laws of the State of Colorado.

9.3 Severability. Each of the provisions of the Covenants, as amended shall be deemed independent and severable, and the invalidity or unenforceability or partial validity or partial enforceability of the provisions or portion thereof shall not affect the validity or enforceability of any other provision.

9.4 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter genders shall each include the masculine, feminine, and neuter genders.

9.5 Captions for Convenience. The titles, headings, and captions used in the Covenants, as amended are intended solely for convenience of reference and shall not be considered in construing any of the provisions of the Covenants.

9.6 Exhibits Incorporated. All Exhibits to the Covenants are incorporated herein and made a part hereof as if fully set forth herein.

9.7 No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN GIVEN OR MADE BY THE DECLARANT IN CONNECTION WITH ANY PORTION OF THE COMMUNITY, OR

9.7 No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN GIVEN OR MADE BY THE DECLARANT IN CONNECTION WITH ANY PORTION OF THE COMMUNITY, OR ANY IMPROVEMENT THEREON, ITS OR THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, UNLESS AND EXCEPT AS SHALL BE SPECIFICALLY SET FORTH IN WRITING IN A SEPARATE DOCUMENT.

IN WITNESS WHEREOF, Declarant has executed these Covenants the day and year first above written.

2773, LLC, a Colorado
limited liability company



By: Douglas M. Perry

Its: Manager

EXHIBIT A

**LEGAL DESCRIPTION OF REAL ESTATE
BURDENED BY THE COVENANTS**

**EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 33,
WEST ONE-HALF, WEST ONE-HALF OF THE EAST ONE-HALF, SOUTHEAST ONE-
QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 34,**

**SOUTHEAST ONE-QUARTER, EAST ONE-HALF OF SOUTHWEST ONE-QUARTER,
SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 35, ALL
IN TOWNSHIP 7 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF ELBERT, STATE OF COLORADO**

AND

**WEST ONE-HALF OF THE WEST ONE-HALF OF SECTION 1,
ALL OF SECTION 2,
ALL OF SECTION 3, IN TOWNSHIP 8 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL
MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO**

AND

**EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER, NORTHEAST ONE-QUARTER OF
THE SOUTHEAST ONE-QUARTER OF SECTION 34,
NORTH ONE-HALF, NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER
OF SECTION 35, ALL IN TOWNSHIP 7 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL
MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO.**