

DECLARATION OF PROTECTIVE COVENANTS  
FOR THE RANCHES AT SLATER CREEK

David A. Carrick, LLC & Ladd Land Investments, LLC (the "Declarant"), being the owner of the real property described on Exhibit A attached hereto and incorporated herein by this reference as though fully set forth (the "Property") does hereby make, declare and establish the following covenants and restrictions applicable to the Property, to insure the best use and the most appropriate development and improvement thereof, to protect subsequent owners thereof against such improper use of portions of the Property as will depreciate the value of such Property, to prevent the construction of improper or unsuitable improvements, to encourage and secure the erection of the attractive dwellings thereon, and in general to provide adequately for the improvement of said Property. The Property is made specifically subject to the following:

1. Zoning laws, ordinances, resolution, rules and regulations are considered to be a part hereof, and no provision of this Declaration shall be valid if it violates (nor shall it be interpreted to violate) any present or future zoning laws, ordinances, resolutions, rule or regulations.
2. All portions of the Property conveyed by the undersigned to individual owners ("Parcels") shall be for residential use only. Only one single-family dwelling is permitted on any Parcel. This shall not be interpreted to prohibit a guesthouse or servants' quarters, barns, stables or accessory outbuildings. No Parcel shall contain less than 35 acres.
3. No trailer, mobile home, motor home, camper, tent, shack, tepee or basement dwelling, and no other structure of a temporary nature, may be erected or placed on any Parcel for use as a permanent dwelling; provided, however, that a temporary dwelling or construction trailer may be placed or erected on any Parcel for use during the period of construction of a permanent dwelling. All construction of dwellings shall be completed within one year after construction commencement.
4. No activity of a noxious nature may be conducted upon any Parcel, and no activity will be permitted which might be or might become a nuisance or annoyance to other owners of Parcels. No Parcel shall be used for any business or commercial use, however, an owner may conduct incidental business from its Parcel so long as there are no advertising signs and no retail traffic or other traffic, which is a burden on the roads or residents. There shall be no manufacturing involving any employees.
5. Special Declarant Rights:
  - A. Addition of Property. Additional Parcels adjacent to the area described in Exhibit A, attached hereto and incorporated herein, may be annexed by the Declarant without the consent of the other Parcel owners within 8 years of the date of this instrument.
  - B. Sales Office and Models. Despite anything to the contrary stated elsewhere in this Declaration, the Declarant may maintain a sales and/or management office and model homes on the Property. The office may be located on any Parcel owned by Declarant and may be relocated to any other Parcel owned by Declarant from time to time, at Declarant's sole discretion. Declarant may maintain one or more signs in the Common Areas, at the entrances to the Property or on Parcels owned by Declarant for the purposes of advertising the Property and the sales of the Parcels. The provisions of this section shall control in the event of any conflict with any other provisions contained in this Declaration.

6. No commercial animals, livestock, or poultry of any kind shall be allowed, raised, bred, or kept at any residence, except that livestock consisting of cows, horses, goats and sheep may be kept for personal use as long as the total number of animals is eight or less. Livestock shall not be kept for breeding or commercial purposes. Grazing of permitted livestock shall be done in a manner so-as not to denude vegetation or "graze to dirt" except that livestock may be contained in a fenced area not to exceed ¼ acre per animal, which may be maintained free from grass or vegetation. Chickens, roosters, ducks and geese may be kept for personal use so long as they are confined (not free roaming) and their total number is fifteen or fewer.
7. During the period of Declarant Control Property may be subject to a grazing lease, to a lessee outside of The Ranches at Slater Creek, for the purpose of grazing cattle and or horses on a year-to-year basis. After period of Declarant Control each individual Parcel owner can continue a grazing lease with a lessee outside of the Ranches at Slater Creek for the purpose of grazing cattle and horses. At any time any Parcel owner may choose to be exempt from any common grazing lease by erecting perimeter wire or other fencing to fence out livestock.
8. Each Parcel owner shall at all times keep his, her, or its property in a clean, sightly, and wholesome condition. Each Parcel owner shall provide suitable receptacles, with secured lids or covers, for the temporary storage and collection of refuse. All equipment, garbage, or storage piles shall be kept so as to conceal them from view of neighboring Parcels and street. All rubbish, trash or garbage shall be regularly removed from the Parcels and shall not be allowed to accumulate therein.
9. Propane tanks located at Slater Creek shall be underground, fully screened or enclosed.
10. All exterior lighting will be the minimum amount necessary and all exterior lighting will be directed inward, towards the interior of the Parcel, except that provisions may be made to allow for safety lighting that goes beyond the Parcel boundaries.
11. All utilities, (including but not limited to power lines, telephone lines, and TV cable lines) serving any improvements, (this includes primary residential buildings as well as secondary structures such as guest houses, garages, outbuildings, and storage sheds), shall be underground. No transformer or electric, gas, water or other meter of any type, or any other apparatus, shall be located on any pole.
12. The maximum height of fences shall be forty-eight (48) inches. All rail fences and 3-strand wire fences shall have a twelve (12) inch separation between the top two rails or wires. Catch corral fences enclosing less than five thousand (5000) square feet of area are exempt from these fencing standards. Chain link fences up to six (6) feet high will be allowed in the interior of a Parcel for the purpose of kenneling a dog. Corrals and fences shall be maintained properly and shall not create a hazard or nuisance to any adjoining Parcel owner.
13. No Parcel owner shall change or allow material changes in the drainage of water onto any adjoining Parcel, common area, or easement.

14. No Parcel owner will cause or allow siltation and subsequent damage caused by siltation (such as obstruction of ditches), where material has washed from the offending Parcel onto an adjoining Parcel, common area, or easement.
15. No Parcel owner will cause or allow erosion caused by diversion of any water onto an area not designed for proper drainage or diversion of storm water onto an adjoining Parcel, common area, or easement.
16. Upon completion of any improvement or construction on any Parcel, the owner shall to the greatest extent possible, at a minimum, restore the Parcel to the condition which existed prior to the construction (taking into account such construction) so that the Parcel and the improvements shall be in harmony with the surrounding unimproved property.
17. All road-cuts for private driveways and all excavations and site disturbances shall be re-vegetated with native plant materials or other landscape materials. Site disturbance shall be restored, to the greatest extent that is practical, to its original condition.
18. Other than short-term guests or agents of the owner, no more than four (4) vehicles per Parcel (not including motorcycles) shall be kept outside on the property and in plain view.
19. No abandoned vehicles shall be permitted on any Parcel except in an enclosed garage or protected from the view of all other Lots. A vehicle shall be considered abandoned if it remains inoperative for a period of six (6) months or fails to have current registration and license plates. No vehicles or equipment of any kind shall be stored on any Parcel except within a garage or other enclosed structure.
20. No dwelling shall be erected or placed on any Parcel unless said dwelling has a total ground floor area, exclusive of porches and garages (garage may be either attached or separate), of 1600 square feet of living area or more for single level and 2200 square feet living area or more for split or multi-level. No modular homes will be permitted, and all structures placed on any Parcel shall be built on the site.
21. All buildings must have outside finish completed within six months after construction is started, unless prevented by acts of God or strikes. All construction must comply with applicable building codes.
22. Open storage of building materials will be permitted during construction only.
23. Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind except for family cooking in a controlled pit or grill shall be permitted upon a Parcel without approval of the local Fire Chief.
24. No live trees on any Parcel may be cut, damaged or destroyed, except as may be necessary to permit construction of improvements. It shall be the responsibility of each owner to prevent and control disease and insect infestation among trees and other plant life. Owners are required to spray, remove trees and other plant life and take such other remedial measures as expedient to prevent the spread of vegetation loss and damage. It shall be the policy of all owners to practice restoration of the

natural terrain, including the replacement and stabilization of topsoil and re-forestation.

25. Any legal action required to enforce the Covenants herein the prevailing party or parties therein shall be entitled to recover all costs of suit from the other party or parties, including reasonable attorney fees.
26. Invalidation of any of the covenants herein contained by judgment or court decree shall not affect the remaining provisions hereof, which will remain in full force and effect
27. All references in this Declaration to "covenants" shall be construed to include this Declaration, including without limitation the provision hereof permitting modifications or release of any of the covenants created hereby.

IN WITNESS WHEREOF, The Declarant has signed this Declaration of Protective Covenants this \_\_\_\_\_ day of \_\_\_\_\_, 2004

By \_\_\_\_\_  
Owner

BY \_\_\_\_\_  
Owner

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledge before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2004

By \_\_\_\_\_

Witness my hand and official seal

My commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_

