

Filed for record the 12th day of Oct. 1976 at 9:15 A. D. 1976 A. Marian A. Smith RECORD
 Auction No. 313300 By *James P. Lister, Jr.* DEPUTY

CONDITIONS FOR

QUARTZ CREEK PROPERTIES, INC.

The following conditions shall apply to those parcels set forth on Exhibit "A" attached hereto and incorporated herein by reference, in the manner hereafter set forth:

1. USE OF PROPERTY. The traditional ranch and agricultural use of the property shall be allowed and encouraged. To further retain the spirit and historic use of the property, no fences or other barriers shall be allowed or constructed on the property which would inhibit, impede, deter or stop the grazing of livestock and animals thereon. Provided, however, that small corrals or enclosures for the purpose of maintaining or corralling horses or cattle and the fencing of a lawn area immediately adjacent to a dwelling shall be allowed, provided that the same must be of wooden components.

In addition to such ranch and agricultural use, the property shall further be used for residential and/or recreational purposes by the owner and his guests and no structures shall be maintained thereon except dwelling units and appurtenant structures. No business or commercial uses shall be allowed on said property but provided that "home occupations" as defined by Gunnison County zoning regulations, shall be allowed and the installation and operation of utility systems shall be allowed.

2. CONSTRUCTION. No structures shall be constructed, erected or placed upon any subject matter parcel except in accordance with the Uniform Building Code then in effect in Gunnison County, Colorado. All structures shall be completed with due diligence.

3. TEMPORARY OR MOBILE STRUCTURES. No mobile home or any other temporary home or building, structure or travel trailer, motor vehicle or recreational vehicle of any nature shall be allowed on the subject matter parcels; provided, however, that this restriction shall not apply if said temporary structures as aforesaid are setback from all access roads and completely shielded from public view during that portion of the year when the trees and vegetation have their maximum shielding effect.

In the event it is not possible to shield said vehicles or structures from public view from said access roads, then and in that event no temporary structure or temporary vehicle shall be allowed on the subject matter parcels for a period of more than three (3) consecutive months in any one calendar year, except, however, such temporary structures or temporary vehicles shall be permitted provided that their exterior appearance is sufficiently modified that it takes on the exterior appearance and character of a permanent cabin or other permanent residential structure, is completely wood-sided, and no longer has the character or appearance of a mobile home or other temporary structure or vehicle. In the event a temporary vehicle or temporary structure is being so modified, such modification shall be completed on or before one (1) year after said temporary structure or vehicle is first placed upon the subject matter parcel.

4. NUISANCES. No obnoxious or offensive activity shall be maintained or allowed on the subject matter parcel. No trash, debris, junk or refuse shall be deposited thereon, except only at a designated refuse or trash collection area which shall be adequately shielded from public view by natural terrain, trees or by an appropriate fence.

5. GOVERNMENTAL RULES AND REGULATIONS. The subject matter parcel and the use thereof are subject to applicable laws, rules and regulations by all governmental agencies, including applicable zoning and health and sanitation regulations. The use of the subject matter parcels shall be in full compliance therewith.

6. EFFECT AND DURATION. The conditions, restrictions, stipulations, agreements and covenants herein contained shall be for the benefit of and binding upon each subject matter parcel set forth in attached Exhibit "A" and shall continue in full force and effect for twenty (20) years after the date of recording of this instrument in Gunnison County, Colorado, at which time the conditions shall be automatically extended for five (5) successive terms of ten (10) years each, unless amended as hereafter set forth.

7. AMENDMENT. The conditions, restrictions, stipulations, agreements and covenants herein contained shall not be waived, abandoned, terminated, or amended except by an instrument setting forth the written consent of the then owners of fifty-one percent (51%) of the subject matter parcels as set forth on attached Exhibit "A" which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado.

8. ENFORCEMENT. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning a subject matter parcel as listed in Exhibit "A", or any appropriate governmental entity to institute damages, actual and punitive, together with reasonable attorneys' fees, for such violation.

9. ACCESS ROADS AND UTILITY EASEMENTS. The access and utility easements serving the parcels set forth on Exhibit "A" attached hereto are as set forth on the access plat recorded October 2, 1976 and bearing reception no. 313301 of the records of Gunnison County, Colorado, the terms and conditions of which are included herein by reference.

It is understood and agreed that some of said roads and ways have not been constructed and are not in existence. It is further agreed that access to said subject matter parcels as the same now exists is in part over roads and ways situate on the Gunnison National Forest or other lands, that the same are not public roads and that there is no guarantee as to the right of further usage of said roads. It is further agreed that the roads and ways as set forth on the above referred access plat may be subject to relocation, enlargement and modification as dictated by terrain conditions.

The purchaser of any subject matter parcel, his heirs, successors and assigns covenant and agree to the terms and conditions of the access roads and an easement and right of way over and across the subject matter parcel. It is specifically understood and agreed that Quartz Creek Properties, Inc. is not responsible for the construction, repair or maintenance of any roads and ways and that the construction, maintenance and repair thereof shall be at the sole cost and expense of the owners of the subject matter parcel utilizing said roads.

Quartz Creek Properties, Inc., its successors and assigns, reserves an easement ten (10) feet in width for the purpose of installation, maintenance and repair of utilities, which easement shall be immediately contiguous to all boundaries of each subject matter parcel. In the event there are other subject matter parcels overlapping the subject matter parcel, which have priority over said parcel, then and in that event the easement reserved herein shall be deemed to be immediately contiguous to all boundaries of such overlapping parcel, but lying totally within the subject matter parcel.

10. SEVERABILITY. The invalidation of any one or more of the sections of this instrument by any Court shall in no way affect the other sections of the instrument, which shall remain in full force and effect.

11. MOTOR VEHICLES. No motor bikes, motorcycles or trail bikes may be driven, ridden, or operated on or within any of the subject matter parcels set forth on attached Exhibit "A" or on the easements or rights of way set forth on the above referred access plat, except as follows:


A. For the purposes of transportation from an owner's subject matter parcel to another subject matter parcel, to the nearest dedicated public road, or to the Gunnison National Forest.

B. That such vehicles must be operated at a noise level lower than 83 decibels on an A scale measured within 6 feet of said vehicle.

The restrictions of this paragraph shall not apply to Quartz Creek Properties, Inc., a Colorado corporation, its employees, agents, successors, and assigns.

12. BINDING AGREEMENT. It is understood and agreed that these Conditions shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

QUARTZ CREEK PROPERTIES, INC.,
a Colorado corporation

ATTEST

Richard Anthony
Secretary

Richard W. Anthony
President

STATE OF COLORADO

County of Gunnison

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The foregoing instrument was acknowledged before me this 8th day of October, 1976, by Richard W. Anthony as Secretary and Richard W. Anthony as President of Quartz Creek Properties, Inc., a Colorado corporation.

Witness my hand and official seal.


My commission expires: October 15, 1979

Debra J. Hancock
Notary Public

EXHIBIT "A"

NAME OF CLAIM	U. S. SURVEY NUMBER
Ajax	7908
Aetna	8181
Armstrong Gulch No. 1	8213
Armstrong Gulch No. 2	8213
Armstrong Gulch No. 3	8213
Armstrong Gulch No. 5	8213
Armstrong Gulch No. 6	8213
Armstrong Gulch No. 7	8213
Armstrong Gulch No. 8	8213
Armstrong Gulch No. 9	8213
Armstrong Gulch No. 10	8213
Armstrong Gulch No. 11	8213
Armstrong Gulch No. 12	8213
Armstrong Gulch No. 13	8213
Armstrong Gulch No. 14	8213
Banner	7908
Buckeye	8159
Continental	7908
Denver No. 1	8159
Denver No. 2	8159
Denver No. 3	8159
Denver No. 4	8159
Denver No. 5	8159
Denver No. 6	8159
Denver No. 7	8159
Denver No. 8	8159
East Side	8181
Equitable	8181
Fulton	7908
Grey Eagle	15476
Gregory No. 1	8109
Gregory No. 2	8109
Gregory No. 3	8109
Gregory No. 4	8109
Gregory No. 5	8109
Gregory No. 6	8109
Gregory No. 7	8109
Karikel	7908
La Veta No. 2	8139
La Veta No. 3	8139
La Veta No. 4	8139
La Veta No. 5	8139
Lime Basin No. 5	13950
Lime Basin No. 11	13950
Mask	7908
Mayham	7908
Munson	7908
Nina G.	8159
Old Hickory	15180
Porphyry No. 10	8569
Skeleton No. 1	8569
Skeleton No. 2	8569
Skeleton No. 3	8569
Skeleton No. 4	8569
Southern Belle	8159
Sunol	7908
Trachyte	8159
Treasure	7910
Treasure No. 1	7910
Treasure No. 2	7910
Treasure No. 3	7910
Treasure No. 4	7910
Treasure No. 5	7910
Mutual	8181
Phoenix	8181
Willard	7908
Iron Point	7908
Gloucester No. 1	15180
Silver Coin No. 9	14311