

**Declaration of Covenants and Restrictions  
For  
SEED HOUSE RANCH  
A Common Interest Planned Community**

**I. RECITALS**

The Hinder Family Trust dated July 21, 2003, William K. Hinder and Kathleen M. Hinder, Trustees (hereinafter called the “Declarant”) are the Owners of all the real property of Seed House Ranch Subdivision (hereinafter called the “Subdivision”) platted as File Number \_\_\_\_\_ with Routt County, Colorado. Declarant desires to establish a Planned Community under the Colorado Common Interest Ownership Act, C. R. S. 38-33.3-101 et. seq., the name of which is Seed House Ranch. The Declarant desires to establish a Land Preservation Development comprised of five, five acre lots (Lots 1,2,3,4,5) and open space on a 35± acre parcel located in the west section of the Subdivision and to protect and maintain the existing guest ranch operations on the remaining 38 ± acres (Lot 6) as the Elk River Guest Ranch (the “Guest Ranch”). The Declarant desires to establish that the Guest Ranch retains the existing Mountain Residential Estates Zoning rights and its business of guest ranch operations.

A plat will be filed in the Routt County public records showing the location of such property, the roads, easements, and building envelopes. Declarant does hereby submit the Subdivision, to the provisions of the Colorado Common Interest Ownership Act, C. R. S. 38-33.3-101 et. seq. as may be amended from time to time. The Guest Ranch shall not be bound by the provisions of this Declaration except as set forth herein.

**II. DECLARATION**

Declarant hereby publishes and declares the following obligations, easements, requirements, burdens, benefits and limitations as restrictive and protective covenants running with the Land, binding upon and for the benefit of the Declarant, its successors and assigns, and all persons acquiring or owning an interest in the Subdivision, except the Guest Ranch, and as contractual obligations and restrictions upon all current and future Owners of any part of the Subdivision.

The Guest Ranch’s use of Open Space along the Elk River and the Trail Easement into the Routt National Forest shall be subject to the terms, conditions and restrictions set forth in this Declaration.

Declarant hereby publishes and declares that the Guest Ranch will continue to be operated as a commercial business while reserving the right to develop Lot 6 in the future. There is no time limit related to the exercise of these development rights and there are no restrictions related to the manner in which these development rights may be exercised. All persons acquiring or owning an interest in the Subdivision properties, understands, acknowledges and agrees that the Guest Ranch has the right to continue to conduct its Guest Ranch operations and develop its property.

### III. DEFINITIONS

Definitions of the following words and terms as used in this document shall have the following meaning:

- A. **“Association”** means Seed House Ranch Association, a Colorado nonprofit Corporation. The Members of the Association shall consist of all the Owners of the Subdivision Lots, but only one Owner of each lot may vote on any particular matter to come before the Association.
- B. **“Building Envelope”** means the area within each Subdivision Lot identified and shown on the Plat within which area dwellings and outbuildings may be constructed. No dwelling or outbuilding may be constructed, installed, placed, maintained, or permitted to exist on a Lot outside of the Building Envelope designated for such Lot on the Plat. Private roadways, water utility facilities, driveways, landscaping, wells, septic systems, waste water facilities, and fencing, as well as any structures constructed and maintained by the Association for the benefits of the Owners, may be constructed on a Lot outside of the Building Envelope.
- C. **“Building Site”** means the two-acre area within the Building Envelope in which improvements can be made.
- D. **“Committee”** means Architectural Control Committee for the Subdivision.
- E. **“Common Expenses”** means (a) all funds assessed for or allocated to the creation, funding, or maintenance of reserves; (b) all expenses of administering, insuring, operating, improving, conserving, managing, cleaning, maintaining, repairing, and replacing Common Property owned by the Association; (c) real and personal property taxes and assessments on Common Property owned by the Association; (d) the Association’s legal and accounting and other professional fees, operating expenses, taxes, and assessments; and (e) all other expenses determined to be common expenses by the Association.
- F. **“Common Property”** means all real and personal property and interests in property which are at any time owned or possessed by the Association for the use and benefit of some or all of the Owners. Included within the definition of “Common Property” are the three designated areas of Open Space and easements as shown on the Plat. Common Property can include any other property or property interest now or hereafter conveyed and accepted by the Association. Common Property may consist of any interests in real property, including easements, leases, and licenses, and other interests less than fee simple ownership. Common Property of the Association is subject to the restrictions, conditions, limitations, and easements described and provided for in this Declaration.
- G. **“County”** means Routt County, Colorado.
- H. **“Declarant”** means the Hinder Family Trust dated July 21, 2003, William K. Hinder and Kathleen M. Hinder, Trustees.

- I. **“Declarant Control Period”** means the time period between the initial recording of this Declaration in the real property records of Routt County and the last to occur of (1) 60 days after conveyance of 75% of the 5 Lots created by the Plat to Lot Owners, or (2) two years after the last conveyance of a Lot by the Declarant in the ordinary course of business.
- J. **“Declaration”** means this instrument, the Declaration for the Subdivision, and all amendments and supplements to this instrument subsequently recorded in the public records of Routt County.
- K. **“Elk River Guest Ranch”** means Lot 6 and is not included in the Subdivision. The Guest Ranch is a year round commercial business with trail and Open Space easements as shown on the Plat.
- L. **“Family”** has the same meaning as the term “family” is defined from time to time in the regulations of the County.
- M. **“First Lienor”** means the person who is the beneficiary of, or holds the first lien Mortgage on a Lot, other than the Association with respect to its lien or as described in the Declaration.
- N. **“Guest Ranch”** means Elk River Guest Ranch.
- O. **“Inoperable or Abandoned Vehicle”** means any vehicle which has not been driven under its own propulsion for a period of three weeks. This does not include vehicles parked by Owners on vacation or residing elsewhere.
- P. **“Lot”** means a separately described and subdivided part of the Subdivision designated as a Lot by number on the Plat or on any replat of any part of the Subdivision, including all Structures and improvements thereon. Allocation to each Lot is the Common Expense liability of each such dwelling and its one vote in the Association. The boundaries of each Lot are shown on the Plat. Lot shall not refer to Lot 6 unless expressly stated herein.
- Q. **“Mortgage”** shall include a deed of trust and “mortgagee” shall include the beneficiary of a deed of trust.
- R. **“Outbuilding”** means a garage, shed, barn, or other storage facility constructed and located separate and apart from the Dwelling on a Lot.
- S. **“Open Space”** means the three sections of land that has been set aside as Common Property for the Owners of Seed House Ranch as shown on the Plat.
- T. **“Owner”** shall be any Person that is the record Owner of an undivided fee simple interest in any Lot, including a contract seller and all co-owners of any such real property, but excluding those having such interest merely as security for the performance of an obligation.
- U. **“Person”** means any individual, group, corporation, partnership, limited liability company, limited liability partnership, association, trust, or other legal entity.

- V. **“Plat”** means the Subdivision and land survey plat recorded in the public records of the Routt County Clerk and Recorder at Reception No. \_\_\_\_\_, File No. \_\_\_\_\_, and any amendment or supplement to such plat or any part thereof, and any plat or re-subdivision of any part of the Subdivision pursuant to the terms of this Declaration, which is a land survey plat as defined in C.R.S. Section 38-51-102.
- W. **“Single-Family Dwelling”** means a single unit, whether freestanding or as part of a multi-unit structure, constructed for and occupied by one family as a single-family residence on a Lot.
- X. **“Structure”** means a Dwelling, Home, building, barn, driveway, common or private drive, parking area, fence, improvement, wall foundation, walkway, gazebo, patio, deck, pole, utility line, appurtenance, or other fixture, or improvement affixed and situated on a Lot with the intent that it remain indefinitely.
- Y. **“Subdivision”** means Seed House Ranch Lots one through five and any Common Property or Open Space as shown on the Plat. The Subdivision does not include the Guest Ranch, which is located on Lot 6.
- Z. **“Temporary Structure”** means any tent, building, trailer or other structure that is not intended as a permanent dwelling or outbuilding.
- AA. **“Zirkel View Lane”** means the easement on, over, and across Lots 1 through 5 which is described as Zirkel View Lane on the Plat. Zirkel View Lane shall be continuously plowed of snow and kept completely unobstructed and serviceable year round for emergency vehicles.

#### IV. **PURPOSE AND INTENT OF DECLARATION**

The primary purpose of this document is to create a harmonious architecture and landscape environment which is compatible with, and complimentary to, the existing landscape. It is also in place to protect the value, monetary or aesthetic, of the individual Owner’s property.

The following guidelines will ensure that the design of all homes and improvements preserve and enhance the natural landscape and also establish a common unifying design style throughout the Subdivision. No particular home should stand apart in its design or construction so as to detract from the overall environment and appearance of the Subdivision.

These guidelines are binding upon all persons who at anytime construct, reconstruct, alter or maintain any improvements upon the Subdivision, or make any change in the natural or existing surface, drainage or plant life thereof. These guidelines may be amended from time to time and it is the responsibility of each Owner (or other assigned person) to obtain and review a copy of the most recent Seed House Ranch Design Guidelines prior to making any changes, improvements, etc.

## **V. USE OF PROPERTY**

All of the Lots in the Subdivision shall be used only for single-family residential purposes, and only one single-family dwelling. All uses of the Property shall be in conformance with the zoning and other applicable ordinances, rules, and regulations of Routt County, subject to changes therein as are from time to time approved by Routt County.

## **VI. PROPERTY RIGHTS OF SUBDIVISION LOT OWNERS**

- A. Every Owner has a perpetual, non-exclusive easement over the designated street, walkways, Trail Easement and other thoroughfares within the Subdivision for access to and from his lot and for the use of the Common Areas.
- B. Any Owner may delegate his rights of access and enjoyment to the members of his family, his guests, and invitees, but only in accordance with the Rules and Regulations or other requirements listed in the Covenants.
- C. The property of the Seed House Ranch Subdivision is subject to all easements shown on the recorded Plat.
- D. A general easement is granted to all police, sheriff, fire protection personnel or other emergency agencies or persons to enter upon all streets, driveways within the Subdivision to perform their duties.
- E. No Owner may bring any action for partition or division of the Open Spaces. By accepting a deed or other instrument of conveyance or assignment covering an Owner's parcel, each Owner will be deemed to have specifically waived the right to institute or maintain a partition action or any other action designed to cause a division of the Open Spaces.
- F. Easements that are labeled as Open Spaces on the plat or otherwise established by recorded documents and located outside the boundary of an Owner's Lot will be covered by insurance carried by the Association.
- G. Each and every Owner when accepting a deed for any Lot owns the five-acre lot together with an undivided ownership of one fifth of the Open Space as shown on the Plat of Seed House Ranch Subdivision. Every Owner will pay property tax on their one-fifth share of the Open Spaces along with the property tax for their five acre Lot.

## **VII. DESIGN GUIDELINES**

### **A. DESIGN PHILOSOPHY AND DESIGN STYLE**

Building and site improvements will be integrated with the landscape in a manner that preserves and enhances the natural characteristics of each home site. The architectural style

for buildings should support the heritage of high country ranches found in the American West. All buildings will be constructed primarily of stone, timbers, logs and siding. All buildings should have porches and covered outdoor living space. Building colors will be generally subdued to blend with the surrounding landscape. Landscape improvements should be designed to visually tie a building to its site and to restore all portions of the home site that have been disturbed during construction with native vegetation.

## **B. SITE PLANNING**

### **1. APPROVAL BY ASSOCIATION**

- a) A complete set of plans for any building, driveway, fence, or other structure must be submitted and approved by the Association prior to any construction.
- b) A complete set of plans includes specific information on the building footprint within the building envelope, site boundaries and easements. It must include existing and proposed contours, exterior elevations, utility locations, site drainage, retaining walls, proposed driveways with grades, parking and snow storage areas, walkways, patios, terraces, utility lines and connections, building materials and colors, and landscaping.
- c) The Association and/or the Committee shall have 30 days to make comments, changes or denial of the submitted plans. If there is no response from the Association within 30 days, the submitted plans are automatically approved.

### **2. BUILDING ENVELOPE**

- a) All buildings must be located entirely within a two (2) acre continuous area within the area designated for the building envelope
- b) The design process must take into account grade changes, location of trees, boulders and orientation of the proposed improvements to the sun, wind, and views.
- c) Privacy to and from, as well as the impact on adjacent neighbors, nearby rights-of-ways, trail easements, and common areas must be considered in site planning and architectural elements of the structures.
- d) Since plant species permitted for re-vegetation are limited, every method to preserve existing landscaping must be employed.
- e) Existing vegetation must be left undisturbed except where building or any approved landscaping may be located or where required by local code.
- f) Driveway access (including grading and retaining walls necessary for site access), landscape improvements associated with driveways, and stairways and/or boardwalks may be located outside the building envelopes.

- g) Unless necessary for building construction, driveway access or disease control, the removal of trees is prohibited.

### 3. BUILDING SITE

- a) A well-prepared site plan must be developed in concert with building design.
- b) Buildings and improvements should be situated to blend with the natural landscape and not dominate the natural site characteristics.
- c) Buildings should be designed as an integral element of existing terrain and vegetation. Buildings and improvements should be located and designed to minimize grading and loss of trees while minimizing visual impact of buildings from roadways. Buildings on sloping lots should be designed to step with existing contours. Buildings should be located to allow for convenient driveway access.

### 4. GRADING AND DRAINAGE

- a) Site grading shall be limited to what is necessary for development.
- b) Grading shall be confined to the Building Envelope except as exempted in Section 2 above.
- c) Grading shall be designed to blend with the natural contours of the site by feathering cuts and fills into the existing terrain.
- d) All drainage, utility and trail easements disturbed by construction shall be re-vegetated with native plants.
- e) Owners are responsible for controlling drainage resulting from the development of their home-site. No drainage shall be directed onto other lots or tracts.
- f) Roadway drainage shall be accommodated by a culvert under the driveway. Culvert ends shall be cut to match finished grade and faced with stone. Culverts and stone facing are the responsibility of the Owner.

### 5. DRIVEWAYS

- a) Home-sites shall be limited to one access point.
- b) Adequate snow storage areas will be provided adjacent to driveways and parking areas for each Lot.
- c) Declarant will construct so much of the Zirkel View Lane as shall provide roadway ingress and egress from the Lots to the Public Road, Seed House Road, at the cost and

expense of the Declarant, and Declarant hereby reserves an easement on, over, and across the Property for the purposes of such construction.

## 6. PARKING AND GARAGES

- a) Each home-site shall contain a minimum of two enclosed parking spaces along with two surface parking spaces. Minimum size of indoor spaces is 9' x 18' and the minimum size of surface spaces is 10' x 20'.
- b) Garages may be physically separated from the main residence, but a breeze way is recommended. In all cases, the garage shall be compatible with the architecture and materials of the main residence.
- c) Garages should be designed to accommodate all vehicles, recreational vehicles, secondary vehicles, animal trailers and/or equipment.
- d) No permanent on-street parking is permitted.
- e) No trucks, trail bikes, recreational vehicles motor homes, motor coaches, snowmobiles, campers, trailers, boats, or boat trailers or similar vehicles other than passenger cars, pickups or utility vehicles will be parked, stored or in any manner kept or placed on any portion of the Subdivision except in an enclosed garage. This restriction is not intended to prohibit construction and /or commercial vehicles, in the ordinary course of business from making deliveries or otherwise providing services to the Owners. Animal trailers may be stored outside within the Building Envelope.
- f) No work on automobiles or other vehicles will be performed in any visible or exposed portion of the Subdivision except in emergencies.
- g) No abandoned or inoperable vehicles of any kind will be stored or parked on any portion of the Subdivision, other than within enclosed garages.

## 7. EXTERIOR EQUIPMENT AND SATELLITE DISHES

- a) All outdoor mechanical and electrical equipment such as metering devices, transformers, and air conditioning units shall be concealed from view of adjacent home-sites.
- b) Wall mounted utility meters and connections shall be enclosed, incorporated into the design of the home, or screened from view by walls or landscaping.
- c) Satellite dishes 24" in diameter or less may be located out of view from neighboring home-sites and roadways. In order to reduce their visibility, satellite dishes shall be colored to blend with the site or building.



## 8. EASEMENTS AND UTILITIES

- a) Utility, trail and general access easements have been established in order to facilitate installment, maintenance and use by all Owners.
- b) Owners are responsible for providing utility service lines to their homes. All utility lines that serve individual units shall be located underground. When feasible, utility service lines should be located under or along driveways in order to minimize site disturbances.
- c) The Trail Easement is for use by all the Subdivision Lot Owners and the Guest Ranch to access the Routt National Forest trails. The Trail Easement is not for public use except for wrangler-led rides conducted by the Guest Ranch. The Trail Easement is for horseback riding, hiking, snowshoeing and mountain biking. Motorized vehicles are prohibited except for maintenance and emergency purposes.
- d) The Guest Ranch will provide insurance coverage for its use of the Subdivision easements. The Guest Ranch will provide the Association with proof of Insurance and will further designate the Association and all Owners as “Additional Insureds”.
- e) All easements disturbed by construction shall be re-vegetated with native plants by the Owner who has caused the disruption.
- f) There is a general utility easement for installation, replacement, repair and maintenance of all utilities, including but not limited to water, septic, gas, telephone, electric and other communication systems. By virtue of this easement, it will be expressly permissible and proper for the companies providing such services to install and maintain necessary equipment, wires, circuits and conduits under and over the Subdivision.

## 9. SIGNAGE

- a) One temporary construction sign (not to exceed six square feet) is permitted during the construction phase.
- b) Home-site identification signs are required on individual homes.

## 10. SNOW STORAGE

All parking areas must be designed to accommodate snow removal and maintenance procedures. Whenever possible, snow storage areas shall be located away from public view and visually sensitive areas. When planning for landscaping keep in mind that small trees and railings can be damaged by snow shedding from roofs and snow removal processes.

## 11. HORSE FACILITIES

- a) All horse facilities shall be located within the building envelope and may include a barn, loafing sheds, corrals, and arenas or round pens. The barn and/or other out buildings for the care or shelter of horses must be designed to blend with the main home's architectural theme.
- b) Barns may have no more than 2,000 square feet of floor area. A second floor is allowed as long as it does not exceed the height limit of twenty-five feet (25'). The barn may contain stalls, tack room, feed storage, tool storage, vet room, wash rack and other such uses that are directly related to caring for horses.
- c) Dry lot corrals, round pens and arenas should be located around the barnyard and should be out of view of neighboring homes.
- d) No horses are allowed to be kept on-site unless the Owners are occupying the property full-time or a full time equine caretaker is living on the premises.
- e) Each Owner is fully responsible for the care and feeding of their animals. All hay and supplemental feed must be stored in wildlife proof containers within the barn or other out buildings.
- f) Each Owner that chooses to care for horses on their property agrees to remove manure waste as often as needed to maintain the health of the animals and avoid runoff contamination, unsightliness or fly problems. Temporary manure storage must be contained in an enclosed structure.
- g) Due to the sensitive nature of existing vegetation, grazing will be limited by using pasture management rotation procedures to maintain the wildness of the property outside of the Building Envelopes.
- h) All fencing must be made with wood materials to blend with the natural setting. Buck 'n' Rail is highly recommended due to its elegant look, its ability to stand up to the snow and animals as well as its ease of construction in Colorado's rocky terrain.
- i) All fences must be built to allow wildlife to migrate through or over and should be no higher than 48 inches.

## 12. TRAILS

- a) All Owners' have the right to use the Trail Easement into the National Forest. Each Owner may develop one trail leading to the Trail Easement with minimum impact to the vegetation outside of the building envelope.
- b) The Trail Easement is not to be used as an entrance to the Guest Ranch. All persons entering the Guest Ranch must come to the main entrance and check-in at the office.

- c) The Trail Easement is not for public use.

### 13. OPEN SPACE

The three Open Space areas have been developed to enhance the natural setting of the Subdivision and increase the enjoyment of all land Owners. Use of these areas should be minimal to maintain their wildness. Use of established trails to the Elk River and into the National Forest, are required to prevent overuse and landscape degradation.

### 14. TEMPORARY STRUCTURES

No Temporary Structures are permitted, except during the construction phase, unless approved by the Association.

## **C. ARCHITECTURAL DESIGN**

The architectural guidelines laid forth are for the purpose of protecting each Owner's property value and to encourage that the design of each home-site blends with the natural surroundings.

### 1. ALLOWABLE DEVELOPMENT

The minimum floor area required for all Single Family Residents is 2000 square feet. The sum of all enclosed floor space of a building is measured from the interior face of exterior walls. This does not include the attic or garage space.

### 2. BUILDING HEIGHT AND MASSING

- a) Maximum allowable building heights are not intended to imply that all portions of a building may be built to the maximum allowable height limit. Rather, building height and massing shall be designed in relationship to the characteristics of each site and in all cases buildings shall be designed with a low-profile understated appearance.
- b) Low-level, one to two-story building mass is encouraged, balancing the desire to minimize building envelope disturbance.
- c) Buildings should be designed as composition of additive forms; large structures and continuous unbroken building forms should be avoided.
- d) Building forms should step with the existing natural contours of the site and be designed to nestle into existing terrain. Consideration should be given to home-sites designed as a composition of smaller building forms clustered around outdoor spaces such as courtyards, porches or small verandas.
- e) Buildings will be limited in height to 35 feet above existing grade (original grade).

All barns and horse facilities are limited to 25 feet above existing grade. The building height shall be determined as the distance measured in a vertical plane between the highest ridge of the roof and the original grade.

- f) Buildings must comply with Routt County codes in relation to height limits.

### 3. ROOFS

Fireproof materials shall be used for roofing materials.

### 4. EXTERIOR WALLS

- a) Metal and plywood siding are prohibited.
- b) Exposed concrete or unfinished foundation walls are prohibited.

### 5. LIGHTING

- a) All lighting will be downcast and opaquely shielded to prevent light trespass. Every effort must be made to mask and screen unwanted spill from impacting neighbors and to prevent light pollution.
- b) Exterior wall and building mounted light fixtures must be integrated into the architectural composition of the house. Light fixtures shall be construed to conceal or substantially diffuse the light source.
- c) Landscape lighting is allowed only in small quantities, limited in area and intensity, and must be downcast, opaquely shielded and located close to the main residence.
- d) As many areas as possible should be treated in a rural, unlit fashion.

### 6. ACCESSORY BUILDINGS

All accessory structures such as gazebos, kennels, horse facilities, storage buildings and other similar outbuildings shall be physically and architecturally integrated with the main residence.

### 7. FIRE PROTECTION

All main residences shall include a sprinkler type fire suppression system.

## **D. LANDSCAPE DESIGN**

The preservation of existing plant materials will be an inherent goal during the design of all homes and site improvements. Areas that are disturbed by site development will be restored

to reflect the characteristics of the natural landscape. Areas around the home-site will be enhanced with the introduction of new plant materials that are indigenous to the surrounding area. All landscape plans should address two distinctive areas: the building envelope and the native landscape. Landscape improvements in both of these areas should be designed to minimize the need for irrigation.

#### 1. LANDSCAPE OUTSIDE THE BUILDING ENVELOPE

The native landscape area is defined as all portions of a home-site located outside of the Building Envelope. In addition to providing a natural buffer between home-sites, one of the primary purposes of the native landscape area is to establish a common natural landscape element throughout the Subdivision.

- a) All improvements in this area should be designed and constructed to minimize the disturbance of the native landscape area.
- b) Only those plant materials indigenous to Northwestern Colorado which are capable of survival on natural precipitation and Zone 3 conditions, are permitted in the native landscape and include those noted in Exhibit A attached hereto. Temporary irrigation can be used to help establish new landscape improvements.
- c) The removal of trees and mature landscape materials in the natural landscape is prohibited unless for purposes of disease control and/or fire protection.
- d) Landscaping in the natural area shall be random to avoid unnatural patterns of straight lines, circles, etc.

#### 2. DESIGNATED OPEN SPACE

There are three areas that have been designated as Open Space for the common use of all Owners of the Subdivision and the Guest Ranch. These Open Spaces have been created to enhance the natural scenic setting for all home-sites while providing a buffer between home sites and to protect the natural wilderness environment along the Elk River and the Routt National Forest.

- a) The Open Spaces are considered a part of the natural landscape area and will be re-vegetated if disturbed by construction, improvements or use.
- b) Open Space, #3, along the Elk River may be improved with a deck by the Association for common use and maintenance. The design and plans for this improvement must include re-vegetation of disturbed areas from construction and use thereafter.
- c) In the event the Association chooses to make improvements on the Elk River, a trail or walkway to any structure must be included in the plan to mitigate erosion and reduce disturbance to the natural landscape areas.

### 3. THE TRAIL EASEMENT

- a) The Trail Easement is limited to use for access to the Routt National Forest by the Owners, their respective guests and family, as well as the Guest Ranch Horseback rides and guest operations. Trail use is limited to pedestrian, equestrian, mountain biking, snowshoeing and Nordic skiing, except for maintenance and emergency purposes.
  - (1) From December through April access over the ridge toward Pearl Lake is prohibited to protect critical winter range habitat for Elk.
  - (2) Owners should be careful to prevent the spread of noxious weeds anytime entering the National Forest.
- b) Motorized vehicles are prohibited on the Trail Easement.
- c) The Trail Easement is considered a part of the natural landscape area. Maintenance of the trail will be limited to trimming trees, removing dead fall and rocks for safe passage.
- d) The Trail Easement may change within the existing ten-foot boundary due to new tree growth or for erosion control.

### 4. LANDSCAPING WITHIN THE BUILDING ENVELOPE

Landscaping within the building envelope may not include the use of permanent irrigation systems. Watering must be provided by manual means. Shaded areas are encouraged to create microclimates that will support a wide variety of plant materials.

### 5. SEPTIC SYSTEM

A septic system or other approved waste disposal system must be provided for each residence.

### 6. WATER

It is the responsibility of each Owner to develop and maintain their own well.

### 7. PROPANE GAS STORAGE

The homes and buildings within the Subdivision are not served by natural gas. All propane storage tanks must be installed underground.

## **VIII. SUBDIVISION RESTRICTIONS**

### **A. ANIMALS AND PETS**

1. Owners may own horses, dogs, cats and other household pets such as fish and cage birds.
2. No Owner shall commercially raise or breed any poultry or other livestock animals on any part of the Subdivision property.
3. No pet may be permitted to run at large.
4. All dogs must be contained inside or within the boundaries of the Lot.
5. Any dog runs or other animal containment units must be located adjacent to the main residence and out of view of the neighboring homes.
6. All pets must be fed inside or within an enclosed structure to prevent wildlife conflicts.
7. The Owners agree to take all steps necessary to control excessive barking or other disturbances caused by their pets.

### **B. UNSIGHTLINESS**

The property of the Subdivision is to be maintained in a sightly manner at all times. The Association will be responsible for the management and control of the Open Spaces and Trail Easements. The Association will keep them in good, clean, and attractive condition and repair consistent with the standards of the Subdivision.

### **C. WASTE MANAGEMENT**

The Association will develop a plan and fee schedule for refuse removal for all Owners. Each Owner must provide suitable receptacles for the temporary storage and collection of refuse. All such receptacles must be enclosed and screened from view of neighbors and the public. All such refuse containers must be protected from wind, bears and other animals or disturbances.

### **D. NOISE, NUISANCE OR HAZARDOUS ACTIVITIES**

No obnoxious or offensive activity may be conducted within the Subdivision. No activities or improvements which are unsafe to any person or property will be permitted in the Subdivision. No firearms may be discharged in the Subdivision except in cases of self-defense against persons, animals or in conjunction with normal ranching operations.

### **E. HUNTING**

Hunting in the Subdivision is prohibited. This restriction does not prevent Owners from

access to surrounding lands for the purpose of hunting in accordance with applicable laws and regulations.

**F. WILDLIFE**

Each Owner will abide by the wildlife regulations imposed by the Wildlife Mitigation Agreement recorded at Reception No. \_\_\_\_\_ or by any County, State or Federal Agency having jurisdiction over the Subdivision.

**G. BUSINESSES**

No Lot may be used at any time for the purpose of conducting any industry, trade, profession, manufacturing or business of any description, except as provided below:

1. The business must be carried out entirely within the improvements on the Owner's Lot and be secondary and incidental to the use of the improvements for residential purposes.
2. There must be no external evidence of the conduct of the business, and the business must not require any visitor or client parking.
3. The business must only employ residents of the Single Family Dwelling and must not attract nonresident clientele.
4. The business will be subject to any licensing or approval requirements imposed by Routt County, Colorado.

**H. GENERAL PRACTICES PROHIBITED**

The following practices are prohibited within the property of the Subdivision:

1. Removing any rocks, plant materials, topsoil or similar items from any other Subdivision Property.
2. Careless disposal of cigarettes and other flammable materials.
3. Capturing, trapping, harassing or killing wildlife, except if circumstances pose an immediate threat to the safety of persons or pets.

**IX. HOMEOWNERS' ASSOCIATION**

The affairs of the Owners and the Lots shall be administered and managed by the Association pursuant this Declaration. Each and every Owner in accepting a deed for any Lot will have undivided ownership of the designated Open Space. Each and every Owner agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Association, a non-profit organization, except the Guest Ranch.



- A. The Association shall maintain the roads, trails and Open Spaces as shown and noted on the plat map, equally sharing the expenses of such maintenance by all Owners.
- B. The Association will arrange for trash and snow storage/removal for all Owners.
- C. Prior to any construction or improvements, complete plans must be submitted for a 30 day review and approval by the Association and/or its Committee.
- D. The Association shall enforce the Covenants and design guidelines to ensure that no retail, wholesale, manufacturing or repair business of any kind be developed on any Lot or dwelling or other structure erected in the Subdivision development.
- E. The Guest Ranch is not a part of the Subdivision and therefore is not a member of the Association. The Guest Ranch shall not be responsible for payments of any expenses incurred by the Association or the payment of any assessments levied by the Association.
- F. Each Lot Owner shall be allocated one vote on any matter to be voted on by Members of the Association. Division of the vote allocated to a Lot among multiple Owners; rather, the vote allotted to a Lot shall be voted entirely and undivided for or against or in abstention of any issue or matter put to a vote among the Members of the Association. The Guest Ranch shall have one vote on any matter to voted on which involves the easements and/or Open Space.
- G. During any period in which violation of the Covenants or the Association's Rules and Regulations is continuing, the Association may suspend the voting privileges of the Lot with respect to which such violation has occurred. Suspension of voting privileges may be imposed only after the Association has given at least three days written notice of such suspension to the Owner and any First Lienor of the affected Lot. No suspension of voting privileges shall affect the rights of any First Lienor pursuant to a proxy granted to such a Lienor prior to the suspension and of which the Association has received notice prior to such suspension.
- H. The Association will obtain and maintain in full force and effect commercial general liability insurance including bodily, injury, property damage, and personal injury, with such limits and endorsements to protect against any liability from the public or the Owners, their guests, invitees, agents, employees, arising out of or incident to the ownership, existence, operation, management, maintenance or use of the Open Spaces and Trail Easement, including any horse related activities and all aspects of the Subdivision operations. The Guest Ranch will be included as an additional insured.
- I. The Association may contract with or employ a managing agent for the Association (including the Declarant) to perform any of the duties, services, powers, and responsibilities of the Association set forth in this Declaration.

**X. ASSOCIATION ASSESSMENTS FOR COMMON EXPENSES**

- A.** The Association shall fix, determine, assess and collect general assessments from the Owners of all Lots except the Guest Ranch, on an annual basis for payment of the Common Expenses of the Association, based upon the Association's advance budget of the cash requirements needed by it to provide for the management of the Open Spaces and Common Property and the administration and performance of the Association's duties during such assessment year, and to fund and contribute to any reserves. The Association may also fix, determine, assess, and collect special Common Expense assessments authorized by these Covenants. Assessments shall begin to be assessed by the Association on the first day of the next calendar quarter after conveyance of the first Lot to an Owner other than the Declarant.
- B.** Each Owner, including the Declarant, by acceptance of a deed of conveyance of such Lot, except Lot 6, shall be deemed to covenant and agree with the Association to pay to the Association all of the assessments for Common Expenses levied and made to such Lot by the Association, and all and any fines levied by the Association against the Owner for violation of the rules and regulations of the Association.
- C.** Common Expenses shall be assessed against the Subdivision Lots equally. Each Lot Owner has a undivided, one fifth share of all Open Space and the Trail Easement. The exception to this rule is that (i) if any Common Expense is caused by the misconduct of any Owner, or of any Person occupying or using the property with consent of such Owner, including the Guest Ranch, then the Association may assess that expense exclusively against such Owner's Lot as a special Common Expense and (ii) if any fine is levied by the Association for violation of these Covenants or the Rules and Regulations of the Association against an Owner or against any Person occupying or using such Owner's Lot with the consent of such Owner, such fine shall be a Special Common Expense to such Owner's Lot only.
- D.** The Association shall be responsible for the maintenance, repair, modification, snowplowing, and replacement of Zirkel View Lane, but only to the extent of funds in the possession of the Association, and may hire, employ, and retain agents, employees, and contractors to accomplish such work.
- E.** If a Lot is owned at any time by two or more persons in undivided interest pursuant to a form of concurrent co-ownership recognized by Colorado Law, then each co-owner of such Lot is jointly and severally liable, with all other co-Owners of such Lot, to the Association for the payment of all Common Expenses and Special Common Expenses, assessments, fees (including attorneys' fees), interest, and charges levied against or with respect to such Lot, and for the performance and observance of all of the duties and responsibilities of an "Owner" with respect to the Lot.
- F.** The Association shall establish the procedure by which the Common Expenses and Special Common Expense shall be made known to and paid by the Owners. Such procedures may include the determination and levying of such assessments as a periodic installment billing of the annual general Common Expense assessment based upon the annual budget of the Association.

- G. An action may be brought by the Association in a court of competent jurisdiction to recover unpaid Common Expenses and Special Common Expense, late payment charges, and accrued interest from the Owner or Owners liable for payment thereof, with or without foreclosing the lien of the Association described in these Covenants. In any such action, the Association shall also be entitled to recover judgment from such Owner or Owners, for all of the Association's attorney fees, costs of discovery and court costs incurred in connection with such suit. All of such attorneys' fees and costs incurred after delinquency of Common Expenses or Special Common Expense shall be a special assessment to the Lot of the delinquent Owner in any event.
- H. Unpaid Common Expenses and Special Common Expense shall bear interest from and after the date the same are due until paid at the rate set by the Association, but not exceeding three percent per month, compounded monthly. The Association may also levy reasonable charges against a delinquent Owner and such Owner's Lot for the late payment of any Common Expenses or Special Common Expense.
- I. All unpaid Common Expenses and Special Common Expenses, all fines for violations of these Covenants or Rules and Regulations of the Association which are levied against an Owner of a Lot, accrued interest on and any late charges levied with respect to any unpaid Common Expense or Special Common Expenses assessment or fine, and attorney fees and costs of discovery and suit incurred in connection with enforcement of any unpaid general or Common Expenses assessment or fine (whether or not suit is brought), shall each and all constitute a continuing lien on such Lot in favor of the Association, as secured party. Such lien of the Association on the Lot shall be prior and superior to all other security interests, liens, and encumbrances on the Lot. No recordation of any claim of lien by the Association after the initial recordation of these Covenants is required. However, the Association may in its sole discretion determine to record in the real property records of Routt County a notice of such claim of lien, setting forth therein (i) the amount of the unpaid sums (itemized showing Common Expenses and Special Common Expenses, fines, interest, fees, and charges), (ii) the name of the Owner or reputed Owner and the legal description of the Lot against which such lien extends to reasonable attorneys' fees and costs of the Association incurred in enforcing such lien. Failure of the Association to record any such notice shall not, however, defeat such lien nor affect its priority.
- J. The Association's lien against a Lot as described in these Covenants above may be foreclosed by the Association in like manner as foreclosure of a mortgage on real estate under Colorado Law. The Association shall be entitled to purchase the Lot at the foreclosure sale, and thereafter to acquire, hold, lease, mortgage or convey the same. By accepting a deed to an interest in a Lot, each Owner shall conclusively be deemed to have waived any homestead or similar exemption that may otherwise be applicable with respect to the Association's lien pursuant to these Covenants.
- K. In case of sale or other voluntary transfer of a Lot or an interest therein with respect to which Common Expenses or Special Common Expense assessments, interest, charges, costs or fees are accrued and unpaid to the Association as of the date of the transfer, the purchaser or other

transferee shall be jointly and severally liable with the seller or transferor for such unpaid sums and shall be deemed to have personally assumed the obligation for payment of same. Therefore, if any lienor (including the First Lienor) of a Lot obtains title to such Lot by a voluntary deed in lieu of foreclosure, such lienor shall be jointly and severally liable for all unpaid Common Expenses and Special Common Expenses, charges, fines, interest, costs and fees accrued against such Lot as of the date of transfer, and such lienor shall be deemed Owner for all purposes from and after such transfer. However, if the First Lienor obtains title to a Lot by sheriff's deed or public trustee's deed upon foreclosure of the first lien Security Interest against a Lot, then such first Lienor is not liable for any unpaid assessments, charges, fines, interest, costs, or fees which accrued against such Lot prior to the vesting of title in such beneficiary.

- L. Within thirty (30) days after receipt of a written request from any Owner or mortgage of a Lot or from any prospective mortgagee, purchaser or other prospective transferee of a Lot, or from any title insurer insuring or proposing to insure such Lot, together with receipt of a fee as may be established for such purposes by the Association from time to time, the Association or its managing agent shall issue a written itemized statement to the requesting party setting forth, along with any other information the Association may choose to include, the amount of any unpaid general or special assessment, interest, late payment charges, and collection costs due with respect to the Lot in question. If the Association fails to issue and mail such a statement to the Person requesting same within thirty (30) days after the Association's actual receipt of such a request, the Association lien for unpaid Common Expenses and Special assessments, interest, late charges and collection costs which became due prior to the date such request was actually received by the Association shall be subordinated to the lien or other interest in the Lot of the person requesting such statement or whose interest in the Lot was insured by such insurer.
- M. Any First Lienor of a Lot may (but shall not be required to) pay any unpaid Common Expenses or Special Common Expenses, accrued interest, late payment charges, interest or collection costs due with respect to such Lot, and upon such payment such First Lienor shall have a lien on such Lot for the amount so paid of the same rank as the lien described in these Covenants above and shall be subrogated to the rights and remedies of the Association to collect such amount.
- N. Waivers, variances from, or expectations to the requirements or restrictions contained in these Covenants may be granted in writing by the Association, so long as such waiver, variance, or exception does not violate applicable Law. Any waiver, variance, or exception granted shall apply only with respect to the specific Lot transaction for which the waiver, variance, or exception was requested. The granting of a waiver, variance, or exception in any particular case shall not obligate the Association to grant a similar waiver, variance, or exception in any other case involving the same or different Lots or Owners.
- O. Each Owner and each First Lienor shall register his mailing address with the Association. Periodic statements for Common Expenses and Special Common Expenses, notices of special assessments, notices of meetings, and other routine notices from the Association to an Owner shall be sent by regular mail, postage prepaid, addressed to the name of the Owner at such

registered mailing address. Any other Owner may give written notice to other Owners in the same manner. All other notices or demands intended to be served by the Association upon an Owner shall be sent by certified mail, postage prepaid, addressed to the Owner at such registered mailing address or at the address of such Owner as shown in the records of the Routt County Assessors Office. All notices, demands, or other communications intended to be served upon the Association shall be sent by certified mail, postage prepaid, to the Owners of the Subdivision. If a notice, demand or other communication is related to the shared Open Space or the Trail Easement, Lot #6 must be notified as well. The Association shall at all times keep and maintain up-to-date records of the names and addresses of all Owners and First Lienors of Seed House Ranch Subdivision.

## **XI. AMENDMENTS**

- A. This Declaration may be amended upon written approval in recordable form by the Owners entitled to cast at least three of the five votes in the Association provided, however, any issues related to the Open Space easements will require the consent of the Guest Ranch.
- B. Declarant hereby reserves the right and power, but not the obligation, to amend these Covenants and Seed House Ranch Subdivision Plat at any time and from time to time, as long as the Declarant owns a Lot, without the necessity of the consent of any Owner or Lienor or the Association, to correct surveying errors or omissions, typographical errors, and technical errors or omissions, or to grant further easements within the Subdivision for utility purposes. Further, the Declarant hereby reserves the right and power, but not the obligation, to amend or supplement this Declaration without the necessity of the consent or approval of any Owner, Lienor, or the Association, for the purpose of (i) bringing these Covenants and the Association documents into compliance with the requirements of the Federal Home Loan Mortgage Corporation, the Federal Housing Association, the Government National Mortgage Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs first-lien residential housing mortgage financing functions similar to those currently performed by such entities, and (ii) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first-lien mortgages on any Owner's Lot. In furtherance, of the foregoing, a power coupled with an interest is hereby reserved to Declarant to make or consent to such amendments or supplements to these Covenants, on behalf of each Owner. Each deed, mortgage or other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to, the reservation of the power of Declarant to make or consent to such amendments or supplements to these Covenants.

## **XII. LIMITATION ON LIABILITY**

The Declarant and the Association shall exercise their own judgment in administering, enforcing, and interpreting the provisions of these Covenants. The Declarant or the Association and their respective employees, officers, directors, shareholders, members, and agents shall not be liable to any Owner or other person for actual or alleged acts or omissions,

failures, mistakes in judgment, or non-enforcement in connection with action taken or omitted to be taken pursuant to these Covenants unless such acts or omissions constitute acts not in good faith, gross negligence, or a willful abuse of discretion.

### **XIII. TERMINATION OF DECLARANT'S STATUS**

Unless otherwise relinquished or terminated, the status of the Declarant hereunder shall continue for as long as the Declarant owns any one of the five Lots in the Subdivision.

### **XIV. ENFORCEMENT**

If any Person shall violate or threaten to violate any of the provisions of these Covenants or the Rules and Regulations of the Association, then the Association or any Owner may institute proceedings of law or in equity to enforce the provisions of these Covenants or the Rules or Regulations, to restrain or enjoin the person violating or threatening to violate them, and to recover damages, actual and punitive, for such arising under or involving any violation or threat of violation of the provisions of these Covenants or Rules and Regulations of the Association, the party substantially prevailing in such suit or arbitration shall recover from the other party all of the first party's reasonable attorney's fees and costs of suit and discovery.

### **XV. MISCELLANEOUS**

- A. If any of the provisions of these Covenants or any paragraph, sentence, clause, phrase, or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of these Covenants and the application of such provisions, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected.
- B. Whenever used herein, unless the context otherwise required, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders and the neuter, as appropriate.
- C. The Section headings used herein are informational only and do not amplify or diminish Section provisions.



## EXHIBIT A

### RECOMMENDED LANDSCAPE MATERIALS

Reclaiming disturbed areas should be done with plant life common to the area. The following list is not all-inclusive but provides many plants suitable for landscaping around homes and outside of the building envelope. All of these plants are native to North West Colorado. In addition to using these plants outside the building envelope, all of these plants can be used to produce ornamental landscaping inside the building envelope.

#### Grasses:

<i>Agropyron trachycaulum</i>	Slender Wheatgrass
<i>Agropyron spicatum</i>	Blue bunch wheat grass
<i>Oryzopsis hymenoides</i>	Indian ricegrass
<i>Sitanion hystrix</i>	Squirreltail
<i>Stipa letterman ii</i>	Letterman Needlegrass
<i>Elymus cinereus</i>	Basin Wildrye
<i>Festuca idahoensis</i>	Idaho fescue (Joseph)
<i>Kaeleria macrantha</i>	Junegrass
<i>Poa sandbergii</i>	Sandberg Bluegrass
<i>Stipa comata</i>	Needle and thread
<i>Stipa viridula</i>	Green Needlegrass (Lodorm)

#### Forbs:

<i>Balsamorhiza sagittata</i>	Arrowleaf Balsomroot
<i>Linum lewisii</i>	Blue Flax
<i>Sphaeralcea cocinea</i>	Scarlet Globemallow
<i>Achillea lanulosa</i>	Western Yarrow
<i>Anaphalis margaritacea</i>	Pearl Everlasting
<i>Heliomeris multiflora</i>	Showy Goldeneye
<i>Ipomopsis aggregate</i>	Scarlet Gilia
<i>Lupinus argenteus</i>	Blue Lupine

#### Shrubs:

<i>Artemisia tridentata</i> ssp. <i>Vaseyana</i>	Mountain Big Sagebrush
<i>Chrysothamnus nauseosus</i>	Rubber rabbit brush
<i>Purshia tridentata</i>	Bitterbrush
<i>Cercocapus montanus</i>	Mountain Mohogany
<i>Chrysothamnus viscidiflorus</i>	Douglas rabbit brush
<i>Rosa woodsii</i>	Woods Rose
<i>Artemisis frigida</i>	Fringed Sage
<i>Eriogonum umbellatum</i>	Sulphur Flower
<i>Mahonia repens</i>	Oregon Grape



Evergreen Trees:

*Juniperus monosperma*  
*Juniperus scopulorum*  
*Picea engelmannii*  
*Pinus edulis*  
*Pseudotsuga menziesii*  
*Pinus contorta*  
*Pinus ponderosa*

One Seed Juniper  
Rocky Mountain Juniper  
Engelmann Spruce  
Pinyon Pine  
Douglas Fir  
Lodgepole Pine  
Ponderosa Pine

Deciduous Shrubs:

*Amelanchier aluifolia*  
*Cercocarpus montanus*  
*Chrysothamnus nauseosus*  
*Chrysothamnus viscidiflorus*  
*Gutierrezia sarothrae*  
*Krascheninnidovia lanata*  
*Purshia tridentata*  
*Rosa woodsii*  
*Symphoricarpos oreophilus*  
*Tetradymia canescens*

Saskatoon Service Berry  
Mountain Mahogany  
Rubber Rabbit Brush  
Douglas Rabbit Brush  
Snakeweed  
Winterfat  
Bitterbrush  
Woods Rose  
Mountain Snowberry  
Horsebush

Evergreen Shrubs:

*Artemisia tridentata*  
*Juniperus communis*

Big Sage  
Common Juniper

Ground Cover:

*Artemisia frigida*  
*Eriogonum umbellatum*  
*Fragaria americana*  
*Mahonia repens*  
*Penstemon caepitosus*  
*Phlox hoodi*

Fringed Sage  
Sulphur Flower  
Wild Strawberry  
Oregon Grape  
Mat penstemon  
Hoods phlox

Perennial Wildflowers:

*Achillea lanulosa*  
*Anaphalis margaritacea*  
*Balsamorhiza sagittata*  
*Castilleja chromosa*  
*Castilleja linariifolia*  
*Delphinium ranosum*  
*Erysimum Asperum*  
*Gaillardia aristata*  
*Hedysarum borale*  
*Helenium hoopesii*  
*Heliomeris multiflora*  
*Ipomopsis aggregata*

Yarrow  
Pearly Everlasting  
Balsamroot  
Indian Paintbrush  
Narrowleaf Paintbrush  
Branched Larkspur  
Wallflower  
Blanket Flower  
Northern Sweetvech  
Orange Sneezeweed  
Showy Goldeneye  
Scarlet Gilia

Lathyrus leucanthus	Peavine
Linum lewisii	Blue Flax
Lupinus argenteus	Silvery Lupine
Lupinus caudatus	Tailcup Lupine
Lupinus sericeus	Silky Lupine
Oenothera caespitosa	Evening Primrose
Oxytropis lambertii	Locoweed
Penstemon osterhoutii	Osterhout Penstemon
Penstemon strictus	Rocky Mountain Penstemon
Sphaeralcea coccinea	Scarlet Globemallow
Vicia americana	American Vetch

Grasses (For use in various combinations or individually as ornamentals)

Agropyron dasystachyum	Thickspike wheatgrass
Agropyron smithii	Western Wheatgrass
Agropyron spicatum	Bluegrass Wheatgrass
Agropyron trachycaulum	Slender Wheatgrass
Elymus cinereus	Basin Wildrye
Festuca idahoensis	Idaho Fescue
Festuca ovina	Sheep Fescue
Festuca rubra	Red Fescue
Koeleria cristata	Junegrass
Orycopsis hymenoides	Indian Ricegrass
Poa canbyi	Canby Bluegrass
Poa sandbergii	Sandberg Bluegrass
Sitanion hystrix	Squirreltail
Stipa comata	Needle and thread
Stipa lettermainii	Lettermans Needlegrass
Stipa viridula	Green Needlegrass

## RECOMMENDED PLANTS FOR THE BUILDING ENVELOPE

The following lists plants suitable for use in landscaping around homes within the building envelope. All of these plants are native to the western Colorado terrain. These plants occur in a variety of zones from sagebrush to alpine. Many high elevation plants may require supplemental water for peak performance.

The diversity of life form, size, shape, foliage, flower color, and flowering periods should be reviewed for the most discerning gardeners. Materials other than these may be used inside the building envelopes.

Evergreen Trees:

Abies concolor  
Abies lasiocarpa  
Picea engelmannii  
Picea pungens  
Pinus contorta  
Pinus flexilis  
Pinus ponderosa

White Fir  
Subalpine Fir  
Engelmann Spruce  
Colorado Blue Spruce  
Lodgepole Pine  
Lambert Pine  
Ponderosa Pine

Deciduous Trees:

Acer glabrum  
Acer negundo  
Populus tremuloides  
Populus angustifolia  
Quercus gambelii

Rocky Mountain Maple  
Boxelder  
Quaking Aspen  
Narrowleaf Cottonwood  
Gambel's Oak

Deciduous Shrubs:

Amelanchier utahensis  
Artemisia cana  
Artemisia ludoviciana  
Artemisia nova  
Ceanothus fendleri  
Ceanothus velutinus  
Cornus stolonifera  
Ephedra viridis  
Grayia spinosa  
Jamesia americana  
Lonicera involucrata  
Pachystima myrsinites  
Potentilla fruticosa  
Prunus americana  
Prunus virginiana  
Rhus parviflora  
Rhus glabra  
Rhus trilobata  
Ribes aureum  
Ribes cereum  
Sambucus racemosa  
Shepherdia argentea  
Symphoricarpos albus

Utah Serviceberry  
Silver Sagebrush  
Prairie Sage  
Black Sage  
Fendler Ceanothus  
Snowbrush Ceanothus  
Redosier Dogwood  
Green Mormon Tea  
Spiny Hopsage  
Waxflower  
Bush Honeysuckle  
Mountain Lover  
Shrubby Cinquefoil  
American Plum  
Chokecherry  
Thimbleberry  
Smooth Sumac  
Skunkbrush sumac  
Golden Currant  
Wax Currant  
Red Elderberry  
Silver Buffaloberry  
Common Snowberry

Evergreen Shrubs:

Artemisia cana  
Artemisia nova

Silver Sagebrush  
Black Sage

Ground Cover (For use in rock gardens and other ornamental plantings)

<i>Antennaria parvifolia</i>	Dwarf Pussywillow
<i>Antennaria rosea</i>	Pussytoes
<i>Arenaria obtusiloba</i>	Sandwort
<i>Arctostaphylos uva-ursa</i>	Kinninnik
<i>Atriplex corrugata</i>	Mat Saltbrush
<i>Draba oligosperma</i>	Few-seeded Drab
<i>Phlox condensata</i>	Phlox
<i>Phlox multiflora</i>	Phlox
<i>Sedum lanceolatum</i>	Stonecrop
<i>Silene acaulis</i>	Moss Campanion
<i>Telesonix jamesii</i>	Telesonix
<i>Townsendia rothrockii</i>	Rothrock's townsend

Perennial Wildflowers:

<i>Androsace spetentrionalis</i>	Rock Jasmine
<i>Aquilegia coerulea</i>	Colorado Bule Columbine
<i>Aquilegia elegantula</i>	Red Columbine
<i>Aquilegia formosa</i>	Western Columbine
<i>Arnica cordifolia</i>	Heartleaf arnica
<i>Asclepias tuberosa</i>	Butterfly Aster
<i>Aster chilensis</i>	Pacific Aster
<i>Aster coloradoensis</i>	Colorado Aster
<i>Aster engelmannii</i>	Engelmann Aster
<i>Aster glaucodes</i>	Blue Leaf Aster
<i>Aster novae-angliae</i>	New England Aster
<i>Campanula rotundifolia</i>	Harebell
<i>Castilleja sulphurea</i>	Sulpher Paintbrush
<i>Cleome serrulata</i>	Beeplant
<i>Coreopsis lanceolata</i>	Coreopsis
<i>Dodecatheon pulchellum</i>	Shooting Star
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Epilobium angustifolium</i>	Fireweed
<i>Erigeron speciosus</i>	Showy Daisy
<i>Geranium richardsonii</i>	Richarsons Geranium
<i>Geranium viscosissimum</i>	Wild Geranium
<i>Geum triflorum</i>	Alpine avens
<i>Hedysarum boreale</i>	Northern Sweetvetch
<i>Helenium autumnale</i>	Sneezeweed
<i>Hymenoxys grandiflora</i>	Old-man-of-the-mountain
<i>Iris missouriensis</i>	Rocky Mountain Iris
<i>Lupinus perennis</i>	Wild Lupine
<i>Monardo fistulosa</i>	Wild Bergamot
<i>Oenothera biennis</i>	Yellow Evening Primrose
<i>Oenothera caespitosa</i>	White Evening Primrose

Oenothera hookeri	Hooker Evening Primrose
Oenothera pallida	Evening Primrose
Penstemon rydbergii	Blue Mountain Penstemon
Polemonium caeruleum	Jacob's Ladder
Potentilla hippiana	Silver Cinquefoil
Ratibida columnifera	Prairie Coneflower
Rudbeckia hirta	Black-eyed Susan
Sisyrinchium montanum	Blue-eyed Susan
Solidago nana	Goldenrod
Stanleya pinnata	Prince's Plume
Thermopsis Montana	Golden Banner
Verbena stricta	Purple Verbena

Ferns:

Adiantum piedatum	Maidenhair Fern
Athyriumfilix-femiana	Lady Fern
Dryopterisfilix-mas	Colorado Male Fern

Vines:

Clematis ligusticifoli	Virgin's Bower
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Succulents:

Echinocereus triglochidiatus	Hedgehog Cactus
Opuntia polycantha	Prickly Pear Cactus
Yucca glauca	Spanish Bayonet