

Wildlife Agreement for Homeowner's of Seed House Ranch

The proposed development at Seed House Ranch has been designed to minimize the impacts to wildlife and wildlife habitat. Seed House Ranch is a 35 acre parcel that is zoned Mountain Residential. There will be five, five acre home-sites with 2 acre building envelopes. As shown on the plat map, there are three open space, common areas that will be left as green space. This green space will provide not only a natural buffer for each home-site as well as one for the National Forest, it will also protect the waters of the Elk River from development while providing a natural mountain setting for the homes. The Easement Trail leading into the National Forest is also designated as open space with a ten foot easement on either side. This trail will provide all homeowners access to the Routt National Forest on pre-existing trails created by the Elk River Guest Ranch and the Forest Service further minimizing the impact of homeowner's access.

Owners will accept wildlife damage as a consequence of moving into the proximity of wildlife habitat. Specifically, residence agree to recognize that they moved into wildlife habitat, that wildlife might eat what the homeowners plant, and that the Colorado Department of Wildlife (CDOW) is not liable for this type of damage to landscaping.

No vegetation manipulation will be permitted outside of the designated building envelopes except as explained in the Seed House Ranch Covenants. Wildlife habitat disturbed by construction activity outside the building envelopes will be re-seeded or replanted with plant species native to the area. Roadsides will also be replanted with native plants unpalatable to elk and deer in order to avoid elk/deer vehicle collisions. Homeowners are encouraged in the covenants to landscape with native plant species to avoid wildlife damage. A list of acceptable species for use in landscaping will be provided to all homeowners in the Covenants. The CDOW will not be held liable for wildlife damage to landscaping anywhere in the Seed House Ranch development.

Fencing shall be restricted at Seed House Ranch to facilitate wildlife movements. There shall be no fencing of the perimeter of the Lots. Fencing within the building envelop for privacy, horse or dog containment will be allowed. Such fencing will meet specifications provided by the CDOW in order to accommodate wildlife movement. Homeowners shall be permitted to privacy fencing only adjacent to the home. All other fencing shall be of an open rail type, no higher than 60 inches, the

only exception is fencing for vegetable or flower gardens within the building envelope. In order to preserve wildlife values and avoid depredation problems, the CDOW reserves the right to discuss amending the fencing provisions as stated in the covenants or other Seed House Ranch documents.

Wildlife - human conflicts will be avoided by storing all hay, feedstuff and agricultural products in wildlife-proof containers, enclosures or locked buildings.

Seed House Ranch is private property. Only homeowners, their families and friends, as guests of the owners are allowed on the premises. The only public access is through the commercial operations of the Elk River Guest Ranch on designated horse trails that are deemed common on the plat map. No off-road vehicles including snowmobiles are allowed on the common trails.

Hiking, cross country skiing and snow shoeing are allowed. However, the territory between Seed House Ranch and Pearl Lake should be avoided in late spring until mid-June to prevent disruption of the Elk during calving season. In the event of unusually deep snowpack conditions, the CDOW may require temporary closure of snowshoeing and cross country skiing behind the Ranch if it is determined as necessary to protect the health of the Elk. Any such closure shall be in written form from the District Wildlife Manager and will specify the time period and area for closure.

Uncontrolled pets have long been recognized as a significant threat and increase in mortality to wildlife. Domestic dogs and cats are known to harass and kill wildlife including big game and songbirds. Homeowners will keep control of their pets and not allow them to roam free.

Each resident will be permitted to have up to two dogs and offspring up to three months old. Residents will be prohibited from harboring dogs on their property unless they have secure containment facilities, such as a dog kennel or run. Enclosed runs must be located immediately adjacent to the home, within the building envelope and hidden from neighboring views. If facilities are inadequate to contain the resident dog(s) the animals will be removed from the property until adequate structures are built.

Homeowners are required to control their pets at all times. Outside of the individual homeowner's property boundary, dogs must be leashed. The only exception is if dogs are being trained for hunting. Visitors should not be

encouraged to bring dogs on-site. Guests of homeowners shall comply with all dog control measures.

The Homeowner's Association shall be responsible for enforcing dog and pet covenants. Routt County and the CDOW may also control any stray dogs or cats. Pet owners are responsible for any and all expenses incurred by the Homeowner's Association, Routt County or the CDOW while enforcing pet control provisions.

Contractors, subcontractors, guests (other than those of homeowners), visitors, delivery people, etc. shall be prohibited from bringing dogs on to Seed House Ranch premises, even if dogs are kept inside vehicles. Seeing eye dogs are not restricted. Law enforcement officers may have dogs for their use when on duty.

The potential for human-wildlife conflicts always increase when humans move into occupied wildlife habitat. Techniques designed to minimize conflicts will be implemented by all homeowners. The following lists mitigation measures designed to prevent and/or minimize problems.

1. Homeowners will be prohibited from feeding dogs or cats outside their homes, including decks and other outside enclosures to avoid attracting wildlife.
2. There shall be no outside storage of any trash or garbage, no matter how brief. Trash containers shall be taken to collection points on the morning of collection, not the night before.
3. Dumps or underground refuse disposal sites will not be permitted within Seed House Ranch.
4. Residents shall only use bear proof (meeting North American Bear Society, CDOW, or U.S. Forest Service specifications) for garden compost piles.
5. Residents will remove bird feeders when the residence is not occupied for an extended period.
6. All trash and garbage will be stored for removal in bear-proof containers.
7. All horse hay, supplements and grain will be stored in an enclosure that is wildlife proof.

Hunting is prohibited on the premises of Seed House Ranch. Only homeowners and their guests are allowed access to the Routt National Forest and to the Elk River through Seed House Ranch. Fishing on the Elk River is regulated by State Law and requires a fishing license. The half mile stretch of private access of the North side of the Elk River is designated "catch and release only using barbless hooks" by the Homeowner's Association. Any stocking of the Elk River must be coordinated with the Fish and Game Department and must be through a certified trout supplier that can document never having any cases of Whirling Disease.

Seed House Ranch residence and Homeowner's Association shall indemnify the Colorado Division of Wildlife from any and all future wildlife claims on the property.

This agreement shall not be amended without the written consent of the local CDOW District Manager, Routt County Board of County Commissioners, and the Homeowner's Association. No amendment shall require the approval of any owner except for the Developer. No Owner shall deem to be a third party beneficiary of this Agreement, nor shall this Agreement be enforceable by any Owner, except the Developer. If any conflict occurs between the Homeowner's Association Documents and this Agreement, the more restrictive provision shall apply. This entire Agreement, specifically those sections addressing dogs, fencing, feed and garbage management can be enforced by the Homeowner's Association and/or the CDOW.

By its execution of this document, the Colorado Division of Wildlife hereby agrees that the wildlife impacts associated with the Seed House Ranch development have been, and would be, adequately mitigated when this plan is implemented.

Developer may, from time to time, assign its rights and obligations under this Agreement by an express assignment set forth in a recordable instrument to be recorded in the Routt County records to any person or entity acquiring an interest in Seed House Ranch. From and after the date of such assignments, the assignee(s) shall succeed all obligations arising prior to and after the date of the Agreement. Any assignee(s) under this Agreement may thereafter assign their rights and obligations under this Agreement to other such assignee(s), subject to the terms and provisions herein by an express assignment set forth in an instrument in recordable form and recorded in the Routt County records.

For Seed House Ranch
The Retreat Development, LLC.

By: _____
William K. Hinder and Kathleen M. Hinder, Developers

Date:

For Colorado Division of Wildlife:

By: _____
Mike Middleton District Wildlife Manager

Date: