

**DOC # 0212156**

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**Official Record**

Recording requested By  
GREGG DONALDSON

Eureka County - NV  
Mike Rebaleati - Recorder

Fee: \$40.00 Page 1 of 3  
RPTT: Recorded By: LLH  
Book- 0474 Page- 0266

APN# \_\_\_\_\_

Recording Requested by:



0212156

Name RLF Nevada Properties LLC

Address 523 S Cascade Ave, Ste E

City/State/Zip Colorado Springs, CO 80903

Covenants, Conditions & Restrictions  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed or printed.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SECTION 5 TOWNSHIP 32 NORTH RANGE 51 EAST**

RLF Nevada Properties, LLC, a Colorado limited liability company ("Declarant"), with an address of 523 S. Cascade Avenue, Suite E, Colorado Springs, CO 80903, is the record owner of certain real property legally described as Section 5, Township 32N Range 51E M.D.B. & M, Eureka County, Nevada (the "Property").

1. The Property has been platted into four (4) lots (the "Lots") in accordance with the Plat for S5 T32N R51E, recorded in the Eureka County records in at 212155 on July 21, 2008 (the "Plat").

2. Declarant hereby subjects the Property and the Lots to the covenants, conditions, and restrictions set forth in this Declaration, which covenants, conditions, and restrictions shall run with title to the Lots and shall be binding upon the owners and all subsequent owners of any Lot within the Property.

3. This Declaration shall be governed by the S5 T32N R51E Owner's Association (the "Association"). Each Lot shall have one (1) membership in the Association, which membership shall be appurtenant to title to the Lot (each, a "Membership", and the owner(s) of each Lot collectively referred to as a "Member"). The Members shall have full power and authority to act on behalf of the Association in accordance with the Bylaws of the Association. Each Member, together with the Association, shall have the right to enforce these covenants on an individual basis.

4. Declarant advises all Lot Owners that Eureka County is not obligated to maintain the north-south road (County Road G236A) within or from the Property to Interstate 80 (reference Note #13 on plat map for S5 T32N R51E). It is solely at the discretion of the Eureka County Public Works Department when CR G236A is plowed during the winter months or maintained during the summer. It is the Lot Owner's sole responsibility to provide physical access to their lot when CR G236A may become impassable during the winter months due to drifting snow. This maintenance condition is not subject to amendment or revocation unless agreed to by written agreement with Eureka County.

5. No Lot may be further subdivided (reference Note #15 on plat map for S5 T32N R51E).

6. Each lot owner will be required to fence any improved structures <sup>g</sup>upon on his or her respective property to prevent cattle damage and trespass.

7. Each Lot Owner should be aware that Eureka County is not obligated to provide normal County Services (e.g. school bus service) due to the remote nature of the lots.

8. No gates, fences or other obstructions shall be placed upon any access road

within the Property.

9. Any provisions herein may be amended or revoked, and additional provisions added, at any time by written instrument duly signed and acknowledged by the owners of record of not less than 60% of the Lots under this Declaration, provided that the Association and the Lot owners may not unilaterally amend or terminate the maintenance obligations or the reparcelling prohibition set forth herein.

10. In the event it should become necessary for any party, including a Lot owner, Declarant, the Association, or any Member, to seek enforcement of this Declaration against any other party, then the prevailing party in any action shall be entitled to receive from the non-prevailing party, reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of July 17, 2008.

RLF Nevada Properties, LLC,  
a Colorado Limited Liability Company

By: James W. Geisz  
Authorized Representative

STATE OF Colorado )  
 ) ss.  
COUNTY OF El Paso )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2008, by James W. Geisz, as Authorized Representative of RLF Nevada Properties, LLC.

Witness my hand and official seal.

My Commission Expires: 3/4/2008

[SEAL]

Patricia Beiner  
Notary Public

**Patricia Beiner, Notary Public**  
**State of Colorado**  
**My Commission Expires 3/4/2009**