

**Summary of Covenants, Conditions, Restrictions, and Easements  
for  
Sierra La Rana**

Sierra la Rana is intended to be a high quality, gated, single family residential, agricultural, and wildlife conservation community. JMK Holdings Management Co., Ltd. (together with its successors and assigns, "Declarant") will impress upon the property covenants, conditions, restrictions, and easements (collectively, the "Restrictions"). The Well Sites, the Tower Property Parcel, and the Bull Frog Mountain Parcel (as such terms are defined in the Declaration) are not part of the Property for purposes of the Declaration and will not be subject to the Declaration. A property owners association (the "Association") will be formed to govern the property and enforce the Restrictions. The Restrictions will be set forth in more detail in a Declaration of Covenants, Conditions, Restrictions, and Easements (the "Declaration"). The Declaration will be the document which governs the property. This is only a brief summary of some of the important Restrictions. Please consult the Declaration for more information. To the extent of any conflict between the Declaration and this summary, the Declaration will control.

1. A committee designated as the Architectural Review Committee ("ARC") will be established to approve, disapprove, and monitor all construction development and improvement activities.
2. The ARC may promulgate and publish Design Guidelines which supplement the Restrictions, and a copy will be furnished to any owner upon request.
3. There are numerous use restrictions imposed, including, but not limited to, the following:
  - the tracts are to be used for one single-family residence only, except as provided in the Declaration
  - commercial use is prohibited
  - a residence cannot be leased for less than one (1) year
  - mobile homes and other temporary structures are prohibited, except as provided in the Declaration
  - storage of vehicles in front of a residence is prohibited, except as provided in the Declaration
  - storage of inoperable or junk vehicles on a tract is prohibited unless screened from view
  - a tract cannot be subdivided unless the tract is 200 acres or more

- tracts must be well maintained
- burning, storing, or disposing of trash on a tract is prohibited
- any nuisance or noxious or offensive activity is prohibited
- any hunting or discharge of firearms is prohibited unless the Tract is fenced in accordance with the requirements of the Declaration
- any commercial hunting or shooting operation is prohibited, and no Tract may be leased for hunting or shooting
- a reasonable number of farm and domestic animals is allowed on a tract, but only if the tract is fenced in accordance with the Declaration
- dangerous animals (i.e., pit bulls) are prohibited
- household pets may not run loose or become a nuisance to the other residents
- entrance signs to an owner's tract are allowed with ARC approval
- the Declarant reserves one-half of all oil, gas or other minerals owned by Declarant with respect to the property and all executive rights
- rollback taxes, if assessed, are the purchaser's responsibility
- lines installed for utilities (other than above-ground utilities existing on the date of the Declaration, and any replacement by Declarant, or those authorized by the ARC) must be installed underground

4. There are numerous construction requirements for each residence, including, but not limited to, the following:

- ARC must be provided a complete set of plans and must approve those; the ARC's decision to approve or disapprove is final
- all construction must comply with the City of Alpine building code (used as a standard)
- once construction is begun on a residence, it must be completed within twelve (12) months
- building materials may not be stored on a tract for longer than one (1) week before the work for which the materials were purchased begins, and once construction is completed, the owner is responsible for the removing any trash left on the tract
- each residence must have at least 1500 square feet of interior living area and cannot be greater than two (2) stories in height without ARC approval
- each residence must have a garage capable of housing at least two (2) vehicles
- no improvements (other than approved fences) may be placed closer than one hundred feet (100') from any property line, except as provided in the Declaration
- all construction materials must be new and all exterior construction material must be natural or ARC-approved natural appearing materials
- all roofs must be made from slate, tile, factory treated fire-retardant wood, metal, dimensional composition shingles, or other materials approved by the ARC

- any buildings that are accessory to a residence must conform to the same style and architecture as the residence (this requirement does not apply to storage buildings, shops and barns if approved by the ARC); all accessory buildings must be placed behind the residence unless the ARC approves a different location
  - driveways must be constructed of concrete, asphalt, caliche or gravel or other natural surface approved by the ARC
  - each owner must install and maintain an aerobic or septic tank system in compliance with applicable laws
  - a tract of 30 acres or less has the right to maintain one (1) producing water well, a tract of more than 30 acres has the right to maintain no more than two (2) producing water wells
  - an owner who is unsuccessful in completing a water well may, for a monthly charge, and as allowed by law, connect to one of the Declarant's or the Association's water wells for the owner's personal and domestic consumption
  - a privacy fence may not exceed eight (8) feet in height; no privacy fence is allowed forward of the front wall line of the main structure; privacy fences or walls must be made of: all masonite, brick, cedar, redwood, or other durable wood or other material approved by the ARC
  - no fence or gate may be built across any road, and all fences must be built at least 15 feet from the outside edge of any road
  - solar panels are prohibited unless screened from public view
  - the ARC must approve the use of antennas
  - all outdoor lighting must comply with the Alpine Outdoor Lighting Ordinance
5. The Declarant or the Association, or both, reserve certain easements across all or part of the property, including the following:
- the right to use any tract for general repair, maintenance, or construction by the Association
  - ownership and use of the Well Sites, all windmills, water storage tanks, water lines, equipment and related lines existing on the date of the Declaration or later installed by Declarant and other utility lines is retained
  - an easement is granted for the use of the roads and other rights-of-way on the property
  - an easement is granted for construction, maintenance, repair, and replacement of common gates and common entryway improvements
  - all emergency services are granted emergency access through all common gates
  - a livestock grazing lease is granted and an easement reserved over and across the unfenced portion of each tract (an owner may not lease an unfenced tract for grazing to anyone other than Declarant; Declarant may assign or sublease)

- a 15 foot wide utility easement along the inside of the property lines of each tract (Declarant will bring an underground electric line and an underground telephone line to at least one point on one boundary line of each Tract)
  - an ingress and egress easement is reserved for the purpose of repair, construction, and maintenance of all utility lines
  - an easement for the benefit of the Declarant and anyone else who has a possessory interest in Bull Frog Mountain is reserved over and across the roads and other property to allow access to and from Bull Frog Mountain
6. **All owners will, from time to time, be required to pay assessments levied by the Association, and the Association will use those assessments for the purpose of improving and maintaining the property. If the owner does not pay the assessments, the Association may file a claim for a lien on the owner's property in order to enforce payment.**
7. The Restrictions may be amended or revoked only by Declarant as long as Declarant owns two tracts in Sierra la Rana.

**THIS IS ONLY A SUMMARY OF SOME OF THE IMPORTANT RESTRICTIONS. PLEASE CONSULT THE DECLARATION FOR A COMPLETE DESCRIPTION OF ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS THAT AFFECT THE PROPERTY.**