



478883

478883 3/17/2022 3:32 PM
1 of 42 DECL R\$218.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

RIVER MEADOW ESTATES



TABLE OF CONTENTS

ARTICLE I. DEFINITIONS 1

1.01 Accessory Building 1

1.02 Accessory Dwelling Unit..... 2

1.03 Approving Authority 2

1.04 Association..... 2

1.05 Board of Directors (or Board) 2

1.06 Building Site 2

1.07 Common Area 2

1.08 Covenants..... 2

1.09 Declarant 2

1.10 Due Notice 2

1.11 Home..... 2

1.12 Lot 2

1.13 Lot Lines 2

1.14 Mortgagee 3

1.15 Owner..... 3

1.16 Plat 3

1.17 Rules 3

1.18 Structure 3

1.19 Subdivision 3

ARTICLE II. COVENANTS TO PRESERVE THE RESIDENTIAL CHARACTER OF THE
SUBDIVISION 3

2.01 Property Uses 3

2.02 Commercial Enterprises; Home Occupation..... 4

2.03 Structures 4

2.04 Construction Type 4

2.05 Storage 5

2.06 Substantial Completion 5

2.07 Construction Completion 5

2.08 Exception for the Declarant and Contractors 5

2.09 Drilling Equipment and Tanks..... 6

2.10 Easements 6

2.11 Underground Utilities 6

2.12 Governmental Requirements..... 6

ARTICLE III. DENSITY, SETBACKS AND QUALITY STANDARDS 6

3.01 Resubdivision..... 6

3.02 Setback Areas..... 6

3.03 Dwelling Area Requirements 7

3.04 Height Restrictions..... 7

3.05 Roofs..... 7

3.06 Building Material Standards 7

3.07 Accessory Buildings and Yard Items..... 8



3.08 Antennas 8

3.09 Fire Resistant Materials 8

3.10 Rebuilding or Restoration 8

3.11 Fences 8

3.12 Chimneys and Outdoor Fire Pits 8

3.13 Driveways 8

3.14 Compliance with Zoning and other Laws 9

ARTICLE IV. LIVING ENVIRONMENT STANDARDS 9

4.01 Owner Maintenance 9

4.02 Garages 9

4.03 Equipment Storage on Lots..... 9

4.04 Clotheslines..... 9

4.05 Refuse; No Burning 9

4.06 Nuisances 10

4.07 Sound Devices 10

4.08 Lighting..... 10

4.09 Weeds..... 10

4.10 Mowing and Pruning..... 10

4.11 Grading Patterns..... 11

4.12 Animals..... 11

4.13 Trailers, Campers, Boats and Other Vehicles 11

4.14 Vehicle Violations 12

4.15 Vehicle Repairs 12

4.16 Signs and Flags 13

4.17 Mailboxes..... 13

4.18 Solar Collectors 13

4.19 No Hunting or Firearms Use..... 14

4.20 Homeowners Association 14

ARTICLE V. ARCHITECTURAL CONTROL..... 14

5.01 Building and Modification Approval..... 14

5.02 Site Plan Approval 15

5.03 Landscaping..... 16

5.04 Wildfire Mitigation 16

5.05 Approval Process 16

5.06 Variance by the Approving Authority 17

5.07 Exemption from Covenants 18

ARTICLE VI. APPROVING AUTHORITY..... 18

6.01 Composition of the Approving Authority..... 18

6.02 Authority of Approving Authority 18

6.03 Delivery of Items 19

6.04 Non-Liability and Indemnity 19



ARTICLE VII. WATER AND OTHER SERVICES..... 19

7.01 Exempt Water Wells 19

7.02 Sewage Disposal 20

7.03 Other Services 20

ARTICLE VIII. COVENANTS FOR ASSESSMENTS 20

8.01 Assessments 20

8.02 Purpose of Annual Assessments 21

8.03 Assessments a Lien and Personal Obligation..... 21

8.04 Payment of Annual Assessments 21

8.05 Limit on Annual Assessments..... 21

8.06 Collection of Assessments 22

8.07 Protection of Lenders 22

8.08 Special Assessments 22

ARTICLE IX. GENERAL PROVISIONS FOR EFFECT OF THE COVENANTS 23

9.01 Enumerations Inclusive 23

9.02 Gender and Number; Terms..... 23

9.03 Captions 23

9.04 Association Resolves Questions of Construction 23

9.05 Covenants Run with the Land..... 23

9.06 Covenants are Cumulative 23

9.07 Waivers 24

9.08 Enforcement..... 24

9.09 Duration of Covenants; Termination 24

9.10 Amendment and Additions 24

9.11 Severability 25

9.12 Action in Writing 25

9.13 Notices 25

9.14 Rights of the Declarant 25

9.15 Enforcement of Covenant Violations 27

9.16 Grant of Variance..... 27

ARTICLE X. COMMON AREA 28

10.01 Title to the Common Area 28

10.02 Non-Division of Common Area..... 28

10.03 Owners’ Common Area Easement of Enjoyment..... 28

10.04 Extent of Owners’ Common Area Easement..... 29

10.05 Delegation of Use 30

10.06 Non-Dedication of Common Area..... 30

10.07 Association Maintenance 30

10.08 Exculpation from Liability and Responsibility 30



478883

478883
5 of 42

3/17/2022 3:32 PM
DECL R\$218.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR RIVER MEADOW ESTATES**

This Declaration of Covenants, Conditions, Restrictions and Easements for River Meadow Estates (the “Covenants”) is made as of March 17, 2022, by RIVER MEADOW ESTATES, INC., a Colorado corporation (the “Declarant”)

Declarant is an owner of real property in Chaffee County, Colorado (the “County”) which is described on the attached **Exhibit “A”** and incorporated by this reference (the “Subdivision”).

The Declarant desires to place protective covenants, conditions, restrictions, reservations, liens and charges upon the Subdivision to protect the Subdivision’s quality residential living environment and also to protect its desirability, attractiveness and value. The Declarant hereby states that the Subdivision shall not be subject to the Colorado Common Interest Ownership Act (the “Act”)(C.R.S. §38-33.3-101, et seq.) except for C.R.S. §§ 38-33.3-105 to 107.

The Declarant hereby declares that all of the Subdivision as hereinafter described, with all appurtenances, facilities and improvements thereon, shall be held, sold, used, improved, occupied, owned, resided upon, hypothecated, encumbered, liened, and conveyed subject to the following easements, reservations, uses, limitations, obligations, restrictions, covenants, provisions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision and all of which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns.

Hakkore, Inc., a Colorado corporation, joins in these Covenants for the limited purpose of confirming that certain real property owned by it in River Meadow Estates Filing No. 2, as described on **Exhibit A**, is included in the Subdivision subject to these Covenants.

ARTICLE I
DEFINITIONS

The following words and expressions used in these Covenants have the meanings indicated below unless the context clearly requires another meaning:

1.01 **Accessory Building**. Detached garages, patios, covers, enclosures, sheds, or other similar Structures, spas, hot tubs, gazebos, recreation facilities and other buildings customarily used in connection with a single-family residence.

1.02 **Accessory Dwelling Unit**. An accessory dwelling unit (ADU) is a smaller, independent residential dwelling unit located on a Lot as part of the footprint of a Home or detached garage, or constructed as a separate Structure that is in compliance with all applicable State and County laws and regulations.



1.03 Approving Authority. The architectural review committee established pursuant to Section 6.01 of these Covenants.

1.04 Association. The River Meadow Estates Homeowners Association, a Colorado nonprofit corporation, its successors and assigns.

1.05 Board of Directors (or Board). The board of directors of the River Meadow Estates Homeowners Association, which is the governing board of the Association.

1.06 Building Site. The location within a Lot on which a Structure may be erected with the prior written approval of the Approving Authority.

1.07 Common Area. All real property and improvements deeded or otherwise transferred to the Association for the use and benefit of the Owners, which may include easements, open space, private roads and drainage structures. The initial Common Area is described on the attached **Exhibit "B"** incorporated by this reference. OWNERS COVENANT AND AGREE THAT THE DECLARANT HAS MADE NO REPRESENTATIONS AND HAS UNDERTAKEN NO DUTIES TO CONSTRUCT, CONVEY OR DEVELOP ANY RECREATIONAL OR OTHER AMENITIES WHATSOEVER UPON THE COMMON AREA.

1.08 Covenants. These Covenants and the provisions contained in it, and any amendments.

1.09 Declarant. River Meadow Estates, Inc., a Colorado corporation, its agents, employees, contractors, successors and assigns to whom it expressly transfers all or any part of its rights as the Declarant hereunder by recording an acknowledged document in the records of Chaffee County, Colorado.

1.10 Due Notice. "Due Notice" means advance written notice sent by the United States mail, either first class or certified mail, return receipt requested, or by hand delivery to the Lot or the Owner concerning action that will be taken by Declarant and/or the Association described in the notice if the Owner does not remedy the situation described in the notice within the time period stated in the notice.

1.11 Home. A single-family residential dwelling Structure constructed upon a Lot.

1.12 Lot. Each area designated as a Lot in any recorded Plat of the Subdivision.

1.13 Lot Lines. Front, side and rear Lot Lines shall be the same as defined in the land use regulations of Chaffee County in effect from time to time. In the absence of such a definition, a front Lot Line is each boundary line (whether one or more) between the Lot and any street. A side Lot Line is any boundary line which meets and forms an angle with a street except that for a



corner Lot with two front Lot Lines, the side Lot Line is the boundary which forms an angle with the street which affords the principal access to the Lot.

1.14 Mortgagee. Any person or entity, or any successor or assign thereof, which holds or owns a deed of trust, mortgage or similar encumbrance on a Lot. "First Mortgage" shall mean a mortgage upon a Lot having priority of record over all other recorded encumbrances and liens, except those liens made superior by statute (such as general ad valorem tax liens and special assessments). "First Mortgagee" means a mortgagee whose encumbrance is a First Mortgage.

1.15 Owner. A person or entity having fee simple legal title to a Lot. If more than one person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time. A vote of Owners shall be determined on the basis of one vote for each Lot.

1.16 Plat. The plats which have been recorded for this Subdivision and shown on the attached **Exhibit "C"** incorporated by this reference, and as may be amended upon annexation of additional real property into the Subdivision by Declarant.

1.17 Rules. Rules, policies and regulations, if any, adopted by the Board of Directors to assist in the interpretation and implementation of these Covenants and related matters, the operation of the Association, the use and enjoyment of Common Area, and the use of any other property within the Subdivision, including Lots, as the same may be amended from time to time.

1.18 Structure. Any thing or device, including related improvements, such as a Home, Accessory Building, fences, and landscaping, the placement of which upon any Building Site might affect its architectural appearance, including any building, garage, porch, shed, greenhouse, driveway, walk, patio, fence, wall, covering, antenna, mailbox, solar collector or outdoor lighting. Structure shall also mean an excavation or fill the volume of which exceeds five cubic yards or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

1.19 Subdivision. The area described in **Exhibit "A"** and any real property added subsequently by the Declarant or by the Association as provided in these Covenants.

ARTICLE II
COVENANTS TO PRESERVE THE RESIDENTIAL
CHARACTER OF THE SUBDIVISION

2.01 Property Uses. All residential Lots in the Subdivision shall be used exclusively for private single-family residential purposes with one Home per Lot allowed. No Home erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling as determined by the Approving Authority in its sole discretion.



Accessory Dwelling Units (“ADUs”) are permitted and are subject to any Rules adopted by the Board of Directors and must be in compliance with all State and County laws and regulations. Short-term rentals of Homes on a Lot are permitted but must be in compliance with all State and County laws and regulations and must be locally managed by a manager identified in advance to the Association. Any person signing a lease for a short-term rental must be at least twenty-five (25) years of age, and the duration of such rental terms shall be for a minimum of three (3) days. Bed-and-breakfast establishments shall not be permitted in the Subdivision.

An Owner may lease the Owner’s Home or ADU for a term of thirty (30) days or more. All leases and the tenant’s occupancy of a Home shall be subject to the Covenants, Rules, other Association documents and State and County laws and ordinances. If a tenant violates any provision of the Covenants, Rules or other Association documents, both the tenant and Owner may be subject to enforcement action and/or held liable for damages incurred by the Association.

2.02 Commercial Enterprise; Home Occupation. No manufacturing or commercial enterprise or other activity conducted for gain shall be conducted or maintained upon, in front of, or in connection with any Lot. A home business may be maintained on a Lot as long as it is in compliance with all applicable County laws and regulations, and further provided that all of the following conditions are met: (a) the business conducted is clearly secondary to the residential use of the Lot and is conducted entirely within the Home or an Accessory Building; (b) the existence or operation of the business is not detectable from outside of the Home or Accessory Building by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted; (c) the business does not result in an undue volume of traffic or parking within the Subdivision; (d) the business conforms to all applicable zoning requirements and is lawful in nature; and (e) the business conforms to any Rules that may be adopted by the Board from time to time.

2.03 Structures. No Structure shall be erected within the Subdivision except single-family Homes and those Accessory Buildings and other Structures which have been approved by the Approving Authority. Other than a Home, no Structure, trailer, tent, recreational vehicle or other temporary quarters may be used for living purposes except as specifically provided in these Covenants. No Structure may be placed on any Lot except with the permission of the Approving Authority after its review and approval of the Structure’s location on the Building Site. **Preliminary meetings between an Owner and the Approving Authority shall be required in the design phase of construction. Each Lot Owner acknowledges that the prior written approval of the construction plans by the Approving Authority is required in advance of commencing construction of any Structure, including a Home, on a Lot.**

2.04 Construction Type. All Structures constructed on a Lot must be approved by the Approving Authority prior to commencement of construction. No building or Structure originally constructed as a mobile dwelling or manufactured housing may be moved onto a Lot. Luxury, “top tier” modular homes may be approved in the sole discretion of the Approving Authority, provided they comply with the necessary architectural requirements (such as custom design,



quality workmanship, quality materials and visual appeal). Quonset hut-type structures are not permitted.

2.05 Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of a Structure or its alteration or improvement.

2.06 Substantial Completion. A Home or other Structure shall not be occupied in the course of original construction until substantially completed and approved for occupancy by the appropriate governmental authorities. All construction work on a Lot shall be prosecuted diligently and continuously from the time of commencement until fully completed.

2.07 Construction Completion. The exterior of all Homes or other Structures must be completed within 18 months after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, materials shortages, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of sixty (60) days without permission of the Approving Authority, the Approving Authority will give the Owner Due Notice of such fact, and if construction on such Structure is not diligently commenced within thirty (30) days after such notice, the unfinished Structure or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner. Erosion control improvements, such as silt fencing and straw wattles, must be installed prior to the commencement of any construction upon any Lot and must remain in place until the disturbed ground has been returned to its natural state. **Driveway placement must be approved in advance by the Approving Authority.** Builders and/or contractors shall use building site entrances only and shall not cut across vacant Lots, nor shall they encroach upon adjacent Lots with any equipment, building materials or similar items or materials. No piles of dirt or rocks and no berms shall be left on any Lot longer than ninety (90) days after construction completion or owner occupancy certificate is confirmed. No Owner may reside in a travel trailer, RV, tent or other temporary housing on a Lot during construction unless permitted in advance by the Approving Authority and subject to compliance with County laws and regulations.

2.08 Exception for the Declarant and Contractors. Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by the Declarant or with the written permission of the Approving Authority. Model or "spec" Homes may be used and exhibited only by the Declarant or with the permission of the Approving Authority.

Notwithstanding any provisions herein contained to the contrary, it shall be permissible for the Declarant, or any contractor involved in the construction within the Subdivision, to maintain during the period of construction upon such portions of the Subdivision as the Declarant may choose, such uses and facilities as may be reasonably required, convenient or incidental to the construction or sale within the Subdivision. The provisions of these Covenants shall not apply to such use or other construction and sales activities by the Declarant or builders, except that such reasonable use by the Declarant or its contractors may not unreasonably interfere with the Owners' use and enjoyment of their Lots and the Common Area, nor with their right of ingress and egress to their Lots from a public or private street. In addition, the Declarant, its agents, employees, and



contractors shall have such rights of ingress and egress over the Common Area as shall be reasonably necessary to complete the Subdivision.

2.09 Drilling Equipment and Tanks. Drilling equipment shall only be permitted during the construction phase of a Home in order to place a permitted well and septic system in place. Any other drilling Structures are prohibited. All tanks, including propane tanks, shall be approved by the Approving Authority and installed underground, with the surrounding area left free and clear of debris and returned to its natural state. If underground installation of a tank is not feasible, it may instead be concealed from view by fencing or other improvements, as approved by the Approving Authority.

2.10 Easements. There are hereby reserved to the Declarant, its successors and assigns, perpetual, alienable, divisible and releasable easements and the right from time to time to grant such easements to others over, under, in and across each of the fifteen foot wide strips within each Lot along and adjoining each and all Lot Lines of each Lot for use of all or part of such areas for utility lines, for drainage and for other facilities and purposes.

2.11 Underground Utilities. All utilities, except lighting standards and customary service devices for meters, transformers, access, control or use of utilities, shall be installed underground, unless otherwise approved in writing by the Approving Authority.

2.12 Governmental Requirements. The Subdivision may be subject to various governmental requirements, whether federal, state, county, local district, or otherwise. Those requirements may be set forth in the Plat, development plans, building permits, water or utility documents, or any other license, permit, agreement, or any other document, as well as statute, laws, rules, regulations, or decrees applicable to the Subdivision. The Owners and the Association shall assume and perform all obligations of and comply fully with such governmental requirements and shall indemnify and hold the Declarant harmless from any failure to do so.

ARTICLE III DENSITY, SETBACK AND QUALITY STANDARDS

3.01 Resubdivision. No Lot shall be combined or subdivided into additional Lots, except that the Declarant may combine or otherwise adjust any Lot that it owns.

3.02 Setback Areas. Structures, including Accessory Buildings, shall generally be placed or erected at least sixty (60) feet from any roadway or Lot Line fronting a roadway. Structures shall generally be placed or erected at least twenty (20) feet from any side Lot Line and sixty (60) feet from any rear Lot Line. Variances from the suggested setback guidelines must be approved by the Approving Authority, but in no case shall setbacks be less than required by the County. Setbacks shall be measured perpendicularly from the property line to the foundation line for any building. Except with prior approval of the Approving Authority, no building, porch, eaves, overhang, projection or other part of a Structure shall be located closer to Lot Lines than permitted by these Covenants or governmental requirements. The Approving Authority's approval



may be given for: (a) fireplace projections integral with the Structure; (b) eaves and overhangs; and (c) construction which extends less than five (5) feet into the setback area and which the Approving Authority determines to be minor in nature and to be consistent with the Lot’s shape, topography and in the interest of superior design.

3.03 Dwelling Area Requirements. No Home in Filing 1 or Filing 2 shall be constructed unless the ground floor area, or footprint area, of the main Structure is no less than fifteen hundred (1,500) square feet for a ranch or one-story Home, or for a two-story or split-level Home, no less than two thousand (2,000) square feet total finished square footage, with no less than twelve hundred (1,200) square feet on the main level and no less than eight hundred (800) square feet on the second level. The basement, open porches, and garage shall not be included in the square footage computations.

All Homes must have an attached or detached garage that are subject to approval by the Approving Authority. Placement and size of garages may be set forth in the Rules.

3.04 Height Restrictions. No Structure on Lots in Filing 1 and Filing 2 shall exceed twenty-eight (28) feet in height or be more than (2) two stories high as determined by the Approving Authority in its sole discretion. Height shall be measured from the highest finished grade contour at any point adjoining the foundation perimeter of the Structure to the highest point on the Structure exclusive of standard chimneys. “Finished grade contour” shall mean the ground contour established by the Declarant during development of the Lots and existing immediately prior to commencement of construction of any Home or other Structure, or such other finished grade as may be approved by the Approving Authority.

3.05 Roofs. All materials and colors for roofs must be approved in writing before installation by the Approving Authority. All roof areas should be of metal and/or premium grade asphalt. Metal roofs must be of standing seam only type and with a non-reflective finish in gunmetal gray or similar color. Architectural shingles must be gunmetal gray or similar so as to provide an aesthetically pleasing conformity. Slate, tile or asphalt shingles, such as T-lock or 3 tab, will not be allowed. The preferred color is gunmetal gray or other similar colored shingles as approved by the Approving Authority. Other roofing materials may also be used, but only if approved by the Approving Authority. In no event shall wood shake materials be used unless the Approving Authority finds that said materials are sufficiently fire retardant.

3.06 Building Material Standards. The front facade of a Home shall consist of stone, brick, stucco, wood, fiber cement board or other materials approved by the Approving Authority, or a combination of these materials. The balance shall be wood siding or stucco or other material allowed by the Approving Authority, which may require neutral colors or other compatible colors, but shall evaluate products on their overall merits and design aesthetic. Aluminum, wood or vinyl clad windows are permitted; all aluminum windows shall be anodized and painted or coated with a color to blend with or compliment the color of the Home. Gutters, if installed, shall be painted the same color as the adjoining trim color of the Home. Front and back finishes should be similar in color and material.



3.07 Accessory Buildings and Yard Items. Accessory Buildings, Structures and yard items, whether movable or immovable, including children’s play or swing sets, trampolines, basketball hoops, equipment, fountains, yard ornaments, or stone figures, shall be permitted only if approved by the Approving Authority. Any Accessory Building constructed on a Lot should match the color and architecture of the Home. No in-ground or above-ground swimming pools shall be permitted. Outdoor hot tubs or spas are subject to prior approval by the Approving Authority and further subject to any water well restrictions.

3.08 Antennas. No aerial, antenna, satellite dish or other device for reception or transmission of radio or television or other electronic signals shall be maintained on the roof of any building, nor shall they be maintained at any other exterior location unless screened in a manner approved by the Approving Authority. Ham radios and radio towers are not permitted. Only devices one (1) meter in size or smaller shall be permitted, and plans for such Structures must be submitted to and approved by the Approving Authority prior to installation. If the Approving Authority disapproves, the party requesting approval may modify its plans to eliminate the Approving Authority’s objections and resubmit them for approval. The foregoing provisions are subject to any federal, state, and local laws and regulations.

3.09 Fire Resistant Materials. The use of fire-resistant materials is encouraged, and all materials must meet County building requirements and the approval of the Approving Authority.

3.10 Rebuilding or Restoration. Any Home or Structure which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a sightly condition. Such rebuilding or restoration shall be completed with reasonable promptness and in any event within six months from the time the damage occurred unless additional time is required and approved by the Approving Authority.

3.11 Fences. The height, location and material of all fences and dog runs must be approved by the Approving Authority, which may prohibit fences, dog runs, or similar enclosures from front yards and other specified areas of a Lot. Fencing the entire Lot is not allowed. Fencing materials, height and location of Lot fencing may be set forth in the Rules or design guidelines adopted by the Board. All fencing shall comply with County laws and regulations.

3.12 Chimneys and Outdoor Fire Pits. All fireplaces, chimneys, outdoor fire pits or other devices for open flames must be equipped with a spark arresting screen or other similar device approved by the Approving Authority. The Board may adopt Rules for the use of outdoor fire pits on Lots and the Common Area.

3.13 Driveways. All driveways on a Lot must be surfaced with asphalt, concrete, chip seal or decomposed crushed gravel and must be maintained in a high standard of appearance with all cracks and damaged areas promptly repaired. Driveways should be completed within three (3) months of construction of a Home, weather permitting. The location of a driveway on a Lot is subject to prior approval of the Approving Authority.



3.14 Compliance with Zoning and other Laws. In the construction of any Structure or use of any Lot, the Owner shall comply with any and all federal, state and local laws and regulations, all of which are incorporated herein by this reference and may be enforced as part of these Covenants. Such laws and regulations shall include the notes and restrictions of the recorded Plat and the subdivision and zoning regulations of the County. All construction must also conform to the building codes, zoning codes and subdivision regulations of the County, which regulations may vary from the provisions of these Covenants. In the event of any conflict, the most restrictive requirements shall prevail and control.

ARTICLE IV
LIVING ENVIRONMENT STANDARDS

4.01 Owner Maintenance. Each Owner shall maintain the exterior of the Home, any Accessory Building and all other Structures, landscaping, walks and driveways, in good condition as determined by the Approving Authority. Lot Owners shall cause dead or diseased landscaping to be promptly replaced and shall cause such other items to be repaired or replaced as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted, sealed or stained periodically and before the surfacing has a weather-beaten or worn appearance. Owners of vacant Lots must keep their vacant Lots in good condition, to include mowing and eradication of noxious weeds when needed.

4.02 Garages. Garages shall be used for vehicle parking, equipment storage, and other customary uses but not for living areas or living/sleeping space of any kind, unless otherwise approved in writing by the Approving Authority or as allowed under an approved ADU. Garage doors must remain closed when not in use. Additional restrictions on garages may be set forth in the Rules.

4.03 Equipment Storage on Lots. Equipment, tools, mowers, ladders and other similar items shall be stored in the garage or within another completely enclosed Structure and shall not be visible from neighboring properties or streets.

4.04 Clotheslines. All outdoor clothes poles, clotheslines or other facilities for drying or airing of clothing or household goods shall be prohibited unless screened from view from neighboring properties or adjacent streets, subject to the provisions of state and local laws and regulations.

4.05 Refuse; No Burning. No ashes, trash, rubbish, garbage, slash, scrap material or other refuse, or trash receptacles or containers, shall be stored, accumulated or deposited outside the Home or Accessory Building or so as to be visible from any neighboring property or street, except during refuse collection times. All Owners are responsible for their own trash collection service. Owners must return their trash container from the pickup point to their Home or Accessory Building within 24 hours of pickup by the trash collection service. All refuse must be bagged; unbaggage items must be no larger than four (4) feet in size. Burning of refuse, debris,



leaves, yard waste or other trash is prohibited. Bonfires or other open campfires on Lots or in Common Area are prohibited except in compliance with Section 3.12. Owners must comply with any County-imposed fire ban in effect.

4.06 Nuisances. No noxious or offensive activity shall be carried on upon any Lot or anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on any Lot or in any Structure. No annoying lights, sounds or odors shall be permitted to emanate from any Structure. The dispersal of any strong odors, including marijuana, is not permitted. The sale or distribution of marijuana or illegal drugs is prohibited. Nothing shall be done within the Subdivision which pollutes a Lot or any other property, and if such pollution does occur, the polluter shall be obligated to promptly remedy the pollution, without expense or liability to the Declarant, the Association, or other Owners. **Fireworks, including hand-held fireworks, on Lots and Common Area within the Subdivision are strictly prohibited.**

4.07 Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except for built-in speakers on the rear decks and for security devices used exclusively for security purposes, shall be located, used or placed on any Structure or within any Building Site. Sound devices must not exceed a decibel limit of the Colorado Noise Statute, C.R.S. § 25-12-103 (Maximum permissible noise levels).

4.08 Lighting. The Subdivision is to be maintained as a “dark sky compliant” area and shall be compliant with County dark sky standards. No spotlights, pole lighting or other bright lights shall be allowed on a Lot which are visible from adjacent streets or other Lots. Lighting should be used only if and when it is needed, directed so it falls only where it is needed and only to the brightness needed. Additional policies regarding lighting may be in the Rules adopted by the Board of Directors.

4.09 Weeds. All yards and open spaces and the entire area of every Lot, whether or not a Structure has been constructed thereon, shall be kept free from noxious weeds or other vegetation infected with plant diseases, or infestations of insects which, in the reasonable opinion of the Approving Authority or as specified by governmental authorities, are likely to cause the spread of infection, infestation or weeds to neighboring property. Lots shall be kept free from brush or other growth or trash which, in the reasonable opinion of the Approving Authority, causes danger of fire, pests or vermin. The Association will annually provide treatment to eradicate and control noxious weeds in the Common Area. Owners are required to provide treatment to eradicate and control noxious weeds on their Lots.

4.10 Mowing and Pruning. In order to control pest, insect, weed and fire dangers and to prevent and remove nuisances, the Owner of any Lot, whether or not a Structure has been constructed on the Lot, shall mow, cut, prune, clear and remove from the Lot any unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot. The Declarant or the Association has the right (but not the obligation) to enter any Lot and perform this work after Due Notice to the Owner, at such Owner’s expense.



4.11 **Grading Patterns.** No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot without approval of the Approving Authority for said Lot. Erosion control structures shall be required prior to commencement of construction. The ridge and/or slope between Filing 1 and Filing 2 shall remain undisturbed and in a natural state.

4.12 **Animals.** No animals, except dogs, cats, birds, fish and other small domestic animals permanently confined indoors and those permitted pursuant to this Section, shall be kept within any Lot. No farm animals (such as livestock, poultry or roosters) of any description or exotic animals shall be kept on a Lot or permitted within the Subdivision. Dogs and cats may be kept or maintained in or on a Lot in a reasonable number as determined by the Board and only if kept as pets.

Cats must be kept indoors only. Dogs are not permitted to run loose and must be contained within their owner's Home or Lot. If pets are taken outside the Owner's Lot, they must be kept on a leash and under the control and supervision of their owner. Vicious or dangerous dogs are not permitted. Dog waste must be bagged and disposed of properly and in a timely manner, whether on private property, roadways or the Common Area. No animal of any kind shall be permitted to be on a Lot or within the Subdivision which in the opinion of the Board makes an unreasonable amount of noise or odor or is a nuisance.

No animals shall be kept, bred or maintained within the Subdivision for any commercial purposes. No kennels, whether for breeding or sale, are allowed. Horses are not allowed to be kept on a Lot. Horses shall not be allowed to be ridden on roadways, the Common Area or private property, with the exception of a wedding carriage or similar special event, and only with prior Board approval.

The Association may adopt reasonable Rules which restrict the maximum number of animals allowed to be kept on a Lot and that regulate, restrict or prohibit particular animals or animal related activities within the Subdivision. ALL RULES REGARDING PETS SHALL BE STRICTLY ENFORCED. The Association may require the immediate removal of any animal which violates these Covenants or the Rules or both. All pets shall be licensed and have current vaccinations and have collars identifying the Owner and the vaccination information. All County dog ordinances must be followed.

4.13 **Trailers, Campers, Boats and Other Vehicles.** No travel trailer, camper (on or off supporting vehicles), motor home, van, or recreational vehicle (collectively, "RVs") shall be parked on a Lot and/or occupied by an Owner's guest for more than seven (7) consecutive days as permitted by the Approving Authority. Additional policies on RV use and occupancy by Owners' guests may be contained in Rules adopted by the Board. No unoccupied RV may be parked on a Lot except in a fully-enclosed Structure or adequately screened from adjacent properties and roads. All such enclosed Structures or screened areas must follow requirements set forth in design guidelines or Rules adopted by the Board or shall require the prior written approval of the Approving Authority.



No boat, raft, tractor, commercial vehicle, any towed trailer unit or truck, excepting only pickup trucks solely for the private use of the residents of a Home, shall be parked on a Lot outside a fully enclosed Structure or adequately screened from adjacent properties and roads.

No all-terrain vehicle (ATV), snowmobile, utility terrain vehicle (UTV), off-road dirt bike or similar vehicle shall be ridden in the Subdivision on the roads or on Lots, other than on an improved surface of the Lot. Vehicles which are unduly noisy are prohibited.

Except for an RV occupied by an Owner's guest within the 7-day permitted period, if any vehicle found to be in violation of this Section that is not removed from the Subdivision or placed in a completely enclosed Structure or adequately screened from adjacent properties and roads within the time period specified in the Due Notice delivered to the Owner of the Lot on or adjacent to which the offending vehicle is parked, then the Declarant and/or the Association (acting through the Approving Authority or the Board) shall have the right, but not the obligation, to enter the Lot in question, remove or cause to be towed the offending vehicle and may store the same. Any expenses thereof, including reasonable attorneys' fees, shall be paid by the owner of the offending vehicle. The Declarant and the Association shall not be liable for any losses, costs or damages to any Owner of the Lot or the owner of the vehicle on account of such removal of the offending vehicle, except for any such loss, cost or damage caused by the Declarant's or the Association's gross negligence or willful misconduct. An RV occupied by an Owner's guest that is in violation of this Section may subject the Owner to a covenant enforcement action brought by the Association.

All vehicles on a Lot must be parked and driven only on an improved surface (e.g., driveway) and not on the natural ground.

4.14 Vehicle Violations. No stripped down, abandoned, unlicensed, partially wrecked, or junk motor vehicle or trailer, nor any commercial vehicle shall be permitted to be parked on any street or on any Lot except in a completely enclosed Structure, except that commercial vehicles used by a Lot Owner involved in the provision of emergency services (as described by Colorado law for law enforcement, fire, utilities, etc.) may be parked on an improved surface of the Lot. Any vehicles violating this Section may be removed as provided by Section 4.13 of these Covenants.

4.15 Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on within the Subdivision except within a completely enclosed Structure which screens the sight and sound of the activity from the street and from adjoining property.



4.16 Signs and Flags. The only signs permitted on any Lot or Structure shall be:

- a. One professionally made sign of a maximum of six (6) square feet for offering the signed Lot for sale or for rent;
- b. One reflective sign for the address of any Home at the entrance of the driveway from the street, and the Home shall also have the street address numbers affixed in a visible place on the front of the Home to aid emergency responders;
- c. Multiple signs for information, sale, administration and directional purposes installed by, or with the permission of the Declarant during development and sales of Lots and/or Homes and identification signs installed by the Declarant or builders authorized by the Declarant;
- d. Signs as may be necessary to advise of Rules or to caution or warn of danger or as expressly permitted by Colorado law;
- e. Such signs as may be required by law, such as road signs or warning signs;
- f. Signs approved by the Approving Authority. Except for permitted signs, there shall not be used or displayed on any Lot or Structure any signs or any banners, streamers, flags, lights or other devices calculated to attract attention, whether for sale or rental or otherwise, unless approval is granted by the Approving Authority. All permitted signs must be professionally painted, lettered and constructed;
- g. U.S. flags or other flags as described and allowed by Colorado law are permitted but shall be no larger than forty-eight (48) inches by seventy-two (72) inches in size.

4.17 Mailboxes. Mailboxes may be initially installed by the Declarant in accordance with the U.S. Post Office design specifications and shall be located in a cluster box located near the entrance of the Subdivision, or as required by the U.S. Post Office. The Declarant hereby reserves easements for any mailboxes or signs located by the Declarant upon any Common Area or Lot.

4.18 Solar Collectors. Solar collectors or other devices are permitted so long as they are designed and installed to blend in with the overall architecture of other improvements on the Lot. Any roof or wall-mounted collectors or solar devices must be built-in to the roof or wall, be flush with, and of the same pitch as, the adjacent portions of the building, and be architecturally compatible with the building upon which they are affixed. Plans for any such solar collectors or other devices must be submitted to the Approving Authority for its review and approval prior to installation. If the Approving Authority disapproves, the party requesting approval may modify its plans to eliminate the Approving Authority's objections and resubmit them for approval.



4.19 No Hunting or Firearms Use. The discharge of firearms is prohibited in the Subdivision. No hunting, shooting, or trapping of any wildlife or domestic animals shall be permitted within the Subdivision. If it is determined wildlife is a nuisance, or a safety or health concern, a plan to eliminate the problem will be developed by the Board.

4.20 Homeowners Association. The Association shall operate as a Colorado nonprofit corporation pursuant to its Articles of Incorporation and Bylaws, which may include provisions for the indemnification of officers and directors. Every Owner shall automatically become a member of the Association upon acquiring ownership of a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. If additional real property is annexed into the Subdivision and Owners made members of the Association, membership shall automatically be expanded thereby. Except as otherwise provided herein, members shall have the right to cast votes on all matters to be voted on by the members, as provided in the Association’s Articles of Incorporation and Bylaws. Each Lot shall be entitled to one (1) vote. When more than one person holds an interest in any Lot, all such persons shall be members, but all such persons shall designate one (1) named owner-entity per Lot to be their representative for the purpose of simplifying notifications and voting and participation in the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The Board of Directors shall appoint, or may itself constitute, the Approving Authority as provided by Section 6.01 of these Covenants. The Board of Directors may adopt Rules, including construction, use and design standards and procedures for architectural review appeals from the Approving Authority, and fines for violations of Rules and these Covenants, to supplement and interpret these Covenants, and any decision of the Board shall be final, conclusive and binding on all Owners and other persons or parties. Pursuant to C.R.S. §38-33.3-116, the Association and the Subdivision shall not be subject to the Colorado Common Interest Ownership Act (C.R.S. §38-33.3-101, et seq.), except C.R.S. §§ 38-33.3-105 to 38-33.3-107, and no other sections of said Article 33 except as expressly provided in these Covenants.

ARTICLE V
ARCHITECTURAL CONTROL

5.01 Building and Modification Approval. No Structure, construction or improvement shall be commenced, erected or placed on any Lot, permitted to remain on any Lot, or altered in any way so as to materially change the Lot’s previously existing exterior appearance, except in accordance with plans, specifications and other information submitted to the Approving Authority and approved by the Approving Authority no more than one year before start of the construction, alteration or installation. Matters which require the approval of the Approving Authority include the following: the exterior appearance, material, color, height and location of each Structure, construction or improvement on any Lot. In granting or withholding approval, the Approving Authority shall consider among other things: the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relation of the Structure, construction or improvement to the environment and to surrounding uses, the degree to which the proposed Structure preserves existing natural vegetation, the degree, if any, to which the proposed Structure or covering will cause intrusions of sound, light or other effect, including any



blockages of view corridors established by the Declarant or the Approving Authority, on neighboring sites beyond those reasonably to be expected in a quality residential area from considerate neighbors. Notwithstanding the foregoing or any provision of these Covenants, the Structures which exist within the Subdivision when these Covenants are recorded, if any, shall not be subject to architectural review and standards hereunder, but any modifications or additions thereto shall be.

5.02 Site Plan Approval. No Lot shall be graded or otherwise disturbed for purposes of development or any other purpose unless such disturbance is undertaken in accordance with a site plan submitted to the Approving Authority and approved by the Approving Authority no more than one year before start of the disturbance and provided erosion control structures are in place. The requirements for the plans, including grading plan, erosion control and reclamation, and landscaping plans, and any other requirements, may be set forth in Rules and design guidelines adopted by the Board of Directors and must be consistent with County laws and regulations. The Lots shall be maintained in a state compatible with the natural surroundings, except as may be approved by the Approving Authority. The objectives of such plans are:

- a. to conserve the unique natural features and aesthetic qualities of the Subdivision;
- b. to minimize land disturbance;
- c. to protect natural plant and animal communities;
- d. to minimize water runoff and soil erosion problems incurred in adjustment of the terrain to meet development needs;
- e. to assure proper restoration of disturbed areas;
- f. to avoid or reasonably mitigate visual impacts upon offsite areas.

Mitigation measures may include:

- i. alternative siting of Structures so that there is a hillside backdrop to the Structure from areas where the Structure is visible. However, this shall not preclude siting of Structures on ridge lines where alternative siting is not available, provided that the ridge and/or slope between Filing 1 and Filing 2 shall remain undisturbed and in a natural state;
- ii. use of existing vegetation to soften structural mass when Building Sites are located in highly visible areas;
- iii. use of supplementary native landscaping to soften structural mass when Building Sites are located in highly visible areas; and
- iv. use of visually compatible stabilization measures for cuts and fills.



5.03 Landscaping. The natural beauty within the Subdivision is an important asset to the entire community. Therefore, Owners shall not remove or plant any trees, bushes, shrubs or other landscaping without the prior written approval of the Approving Authority, and landscaping plans shall be submitted for review and approval. Any installation or change in landscaping or vegetation upon a Lot shall require the prior written approval of the Approving Authority. Each Owner must install landscaping in accordance with a plan to be approved by the Approving Authority. All provisions of these Covenants are subject to the water provisions set forth in Article VII. All landscaping must be fully installed in accordance with the approved plans no later than nine (9) months from substantial completion of the Home, weather permitting.

5.04 Wildfire Mitigation. All Homes shall have a thirty (30) foot safety zone or primary fuel break in all directions. All brush within ten (10) feet of the Home shall be removed and replaced with non-combustible materials such as rock or gravel mulches. All large trees within the thirty (30) foot safety zone shall be thinned to eliminate overlapping crowns. Trees within two tree heights of the Home shall be pruned of all dead limbs, and Owners shall prune live branches to ten (10) feet from at least half of the trees within the thirty (30) foot safety zone. All branches which extend over or under the eaves of the roof shall be trimmed. Owners shall be required to maintain the thirty (30) foot safety zone by removing all fuels from beneath large trees. Owners shall keep grasses trimmed to two (2) inches; keep roofs and roof gutters clear of debris, stack firewood at least fifteen (15) feet from Structures, and remove dead limbs, leaves, and grass clippings from all areas. All driveways shall be readily identifiable and maintained unobstructed at all times and shall be constructed in a manner acceptable to governmental authorities. All Home addresses shall be clearly visible from the street. All chimneys shall be equipped with a mesh spark arrestor and inspected and cleaned on a regular basis. On-site burning of trash, leaves and weeds shall be prohibited. Fireworks of any kind are prohibited in the Subdivision. All motor vehicles shall be parked on non-combustible and improved surfaces. All Homes shall be equipped with smoke detectors and a minimum of one 2.5-pound fire extinguisher maintained in accordance with the manufacturer's recommendations.

5.05 Approval Process. All action required or permitted to be taken by the Approving Authority shall be in writing and any such written statement shall establish the action of the Approving Authority and shall protect any person relying on the statement. If the Approving Authority does not execute and acknowledge such a statement within sixty (60) days after delivery of all the required materials to the Approving Authority, the materials so delivered shall be deemed denied for the purpose of these Covenants. The Approving Authority may charge reasonable fees to cover outside expenses incurred in review of plans, samples and materials submitted pursuant to these Covenants (including hiring a professional to review plans), but not to include reimbursement to the members of the Approving Authority for their services. The Approving Authority shall be entitled to retain one copy of all approved plans as part of its records. Plan approval shall expire one (1) year after approval, and the Owner will have to resubmit the plans for approval to the Approving Authority.



5.06 Variance by the Approving Authority. The Approving Authority shall have the authority to grant from a Lot a variance from the terms of these Covenants under the authority of the Approving Authority, subject to terms and conditions which may be fixed by the Approving Authority and which will not be contrary to the interests of the Owners and residents of the Subdivision where, owing to exceptional and extraordinary circumstances, literal enforcement of any section will result in unnecessary hardship.

Following an application for a variance:

- a. The Approving Authority shall, within sixty (60) days after the request for the variance was delivered, determine whether to grant or deny the variance. If the Approving Authority fails to act on the request for a variance within this sixty (60) day period, the variance will be deemed denied.
- b. A variance granted thereunder shall run with the Lot for which it is granted.
- c. A variance shall not be granted unless the Approving Authority shall find, in its sole discretion, that all of the following conditions exist:
 - i. the variance will not authorize a use that does not continue the Lot's primary use for private, single-family residential use;
 - ii. owing to the exceptional and extraordinary circumstances, literal enforcement of the section of these Covenants subject to the variance request will result in unnecessary hardship;
 - iii. the variance will not substantially or permanently injure the use of other property in the Subdivision;
 - iv. the variance will not alter the essential character of the Subdivision;
 - v. the variance will not weaken the general purposes of these Covenants;
 - vi. the variance will be in harmony with the spirit and purpose of these Covenants; and
 - vii. the circumstances leading the applicant to seek a variance are unique to the Lot or its Owner and are not applicable generally to Lots in the Subdivision or their Owners.
- d. If a variance is denied, another application for a substantially similar variance for the same Lot may not be made for a period of one (1) year after submittal of the original request.



e. As a condition of submittal of an application for a variance, an Owner must show proof of the variance application being delivered to Owners of Lots adjacent to and across the street from the Lot that is the subject of the variance application.

5.07 Exemption from Covenants. Declarant shall be exempt from any assessments, funding fees, or other monetary provisions of these Covenants by virtue of Declarant's ownership of a Lot or any property within the Subdivision.

ARTICLE VI
APPROVING AUTHORITY

6.01 Composition of the Approving Authority. Upon the recording of these Covenants, the Board of Directors shall act as the Approving Authority. At such time as the Board decides to appoint members to the Approving Authority, the Approving Authority shall consist of three individuals. The Declarant reserves the right, until January 1, 2040, to appoint all members of the Approving Authority. Thereafter or sooner with the Declarant's written consent, the Board of Directors may, by majority vote, appoint or change the membership of the Approving Authority, so long as the members of the Approving Authority are Owners of Lots within the Subdivision. Whenever a member of the Approving Authority shall be deceased or unwilling or unqualified to act, the Board shall appoint an Owner of a Lot within the Subdivision as a member of the Approving Authority so as to fill the existing vacancies; except until January 1, 2040, any such vacancy may be filled by the Declarant. The Declarant has the right to relinquish its appointment authority before January 1, 2040 by acknowledging in a document recorded in the records of Chaffee County, Colorado that its right to appoint members of the Approving Authority is terminated.

6.02 Authority of Approving Authority.

a. The Approving Authority has the right to develop design guidelines and Rules for the Subdivision to address matters for which the Approving Authority has the authority to oversee. The Approving Authority's design guidelines and Rules will be approved by the Board.

b. The Approving Authority is empowered to approve or disapprove in writing all matters delegated to it under these Covenants, including all plans for construction, site locations, clearing, plantings, fencing, additions to existing Structures, remodeling that alters the exterior, replacement of natural environment of Lots or appearance of all Structures in the Subdivision. Disapproval of submissions by the Approving Authority may be based upon any grounds, including purely aesthetic grounds. If such submissions are disapproved, the Approving Authority shall give written reason for the disapproval. If applicable, the Approving Authority may request the applicant to submit additional plans, specifications, and material samples, and may require such changes as it deems necessary to conform to the overall intent as herein expressed.

c. The Approving Authority shall have the right to alter site locations as shown on the submitted site plan, or deny construction if, in the opinion of the Approving Authority, the



proposed site locations will unduly interfere with adjoining Lots as to view, intrusions or sound or light, sanitation, proximity or type of construction, actual or proposed, or will unduly damage the natural growth and terrain.

d. The Approving Authority may prohibit the construction of fences, Structures, Homes or any other improvements to any Lot, and is empowered to order their removal if written application was not made by the Owner, or if approval was not granted in accordance with these Covenants, or if actual construction is different from the approved plans.

e. The Approving Authority shall be the sole and exclusive judge of whether or not plans or Structures comply with these Covenants. It is the intent of these Covenants that the Approving Authority shall exercise broad discretionary powers hereunder. The Board of Directors, whether or not acting as the Approving Authority, shall resolve all questions and interpretations of these Covenants which shall be interpreted in accordance with their general purpose and intent as herein expressed. The Board's decisions shall be final and conclusive.

6.03 Delivery of Items. Any item required or permitted to be delivered to the Approving Authority shall be deemed properly delivered when actually received by the Approving Authority at such address as it may from time to time designate.

6.04 Non-Liability and Indemnity. Members of the Approving Authority, the Declarant and the Board of Directors shall not be liable to any party whatsoever for any act or omission unless the act or omission is in bad faith and amounts to wanton and willful misconduct. The members of the Approving Authority, Board of Directors and the Declarant, its successors and assigns, now or hereinafter serving in any such capacity, shall be indemnified by the Association against any and all claims and liabilities which may be asserted against said parties by reason of serving or having served in any such capacity, or by reason of any action alleged to have been taken, omitted, or neglected by said parties in any such capacity; said indemnity shall be to the fullest extent allowable by law and statute, including the Colorado Revised Nonprofit Corporation Act (the "Nonprofit Act"). The right of indemnification herein provided shall not be exclusive of any rights to which any such party may otherwise be entitled by law or statute, provided however, this indemnification shall not reduce or impair any insurance coverage. No such party serving as an officer, director or volunteer of the Association shall be personally liable to the Association or its members except as otherwise provided by the Nonprofit Act and shall be indemnified by the Association to the fullest extent allowed by these Covenants, the Articles of Incorporation and the Bylaws and by law and statutes, including C.R.S. §7-129-101 through §7-129-107.

ARTICLE VII
WATER AND OTHER SERVICES

7.01 Exempt Water Wells. All water wells in the Subdivision must comply with the following:



a) Domestic in-house use of water is provided to each Lot by individual wells, drilled pursuant to well permits issued by the Colorado Division of Water Resources. Use of water on each Lot shall be strictly in accordance with the provisions, terms and conditions of each Lot's exempt well permit.

b) Each Owner shall be responsible for obtaining a permit for a well to provide water supply to the Owner's Home, and for constructing and operating such well. All wells shall be constructed and operated in compliance with the permit for each Owner's exempt well.

c) Each Owner may be required to log their well as it is constructed, and a well meter, with an accessible, exterior read-out, shall be installed so as to provide information necessary to the exempt well permit. Each Owner shall maintain the meter and the well.

d) No Lot Owner may deviate from the placement of the well on their Lot as shown on the Plat without prior written approval of the Approving Authority and approval by the applicable governmental authorities.

e) Wells must be placed in the location on a Lot as shown on the Plat so as not to interfere with wells and septic systems located on adjacent Lots. Any deviation by an Owner of the well placement on their Lot could result in the Owner having to relocate their well and/or septic system on their Lot at the Owner's sole expense.

7.02 Sewage Disposal. Sewage disposal must be separately designed for each Lot and must be approved by the County Health Department. No Lot Owner may deviate from the placement of the septic system on their Lot as shown on the Plat without prior written approval of the Approving Authority and approval by the applicable governmental authorities.

7.03 Other Services. All Lots shall be situated on a private road owned and maintained by the Association improved to standards consistent with good roadway management and shall have underground electrical facilities installed that are adequate to serve the Lots, which facilities shall be located within the Subdivision adjacent to the Lots and which shall comply with applicable state, county, or other local laws, rules and regulations. The Owners of Lots shall be solely responsible for installing, at their expense, any extension required to provide electrical service to their Lots from the location of the transformers installed within the Subdivision by the electric utilities provider, as well as obtaining any other services and utilities required for their Lots. Neither the Association nor the Declarant shall have any responsibility for the provision of any services and utilities to Lots, except to make electrical service available in the Subdivision.

ARTICLE VIII
COVENANTS FOR ASSESSMENTS

8.01 Assessments. The Association shall assess Owners for the costs of common expenses as determined by the Board of Directors. Annual assessments shall be imposed equally upon each Lot; provided that the Board may impose a site assessment which shall be applicable



only to a particular Lot or particular Owner or both for any violation of the Rules or any violation or expense incurred by the Association under these Covenants. The Declarant shall not be obligated to pay annual assessments on any Lots owned by it, nor shall the Declarant's Lots be subject to lien hereunder. Annual assessments shall commence upon the closing of the purchase of a Lot by an Owner. Annual assessments shall be levied on all Lots in the same amount whether or not a Home has been constructed on a Lot.

8.02 Purpose of Annual Assessments. Annual assessments are levied by the Board of Directors for promoting the health, safety, property values, welfare and convenience of the members, including the enforcement of these Covenants, and to pay for the costs of the ownership, maintenance and care of the Common Area, and any other common expenses as determined by the Board of Directors including expenses for maintenance, administrative, legal and insurance on the Common Area, Subdivision fences, monument signs and related landscaping, street signs, maintenance and repair of drainage and detention facilities within the Common Area and other activities of the Association.

8.03 Assessments a Lien and Personal Obligation. Each Owner, by acceptance of a conveyance of such Owner's Lot, whether or not it shall be so expressed in the conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and other assessments authorized by these Covenants. Each such assessment and charge, together with the interest thereon and costs of collection, shall be a continuing lien upon the Lot against which it is made and shall also be the personal obligation of the Owner who owned the Lot at the time the assessment or charge fell due, except the Declarant.

8.04 Payment of Annual Assessments. Annual assessments shall be payable in advance in annual or other installments as the Board of Directors may fix. The Board may set the annual assessment in any amount which does not exceed the maximum set forth in Section 8.05. The Board shall give each member written notice of each assessment at least thirty (30) days in advance of the due date. Such notice shall state the amount of the annual assessment and if the assessment is payable in other than in a single payment, the amount and due dates of each installment as fixed by the Board of Directors. Failure to give such notice shall not affect or impair the assessment, but shall postpone its effective date.

8.05 Limit on Annual Assessments. As of the date these Covenants are recorded, the annual assessment on each Lot shall be Four Hundred Dollars (\$400.00). The maximum annual assessment may be increased by the Board of Directors at a rate not to exceed ten percent (10%) per year thereafter; provided however, the annual average common expense assessment of each Lot, exclusive of any optional user's fees and any insurance premiums paid by the Association, may not exceed Four Hundred Dollars (\$400.00) per year, or such higher limit as adjusted pursuant to C.R.S. §38-33.3-116 (3). It is the Declarant's stated intent that pursuant to Section 38-33.3-116 (2), C.R.S., these Covenants, the Subdivision and the Association shall not be subject to the Act except for Sections 38-33.3-105 to 38-33.3-107, C.R.S. or as specifically provided herein. Any references herein to said Act are only for the purposes of describing or imposing similar rights and duties and do not make the Act generally applicable to the Subdivision.



8.06 Collection of Assessments.

a. Personal Liability. Any assessment which is not paid when due shall be delinquent, and the Association may impose a late charge for each month any assessment is delinquent, and may also collect reasonable attorneys' fees, costs and expenses of any collection. Additionally, the Association may bring an action at law against any Owner personally obligated to pay any assessment and, in the event of any lawsuit, the delinquent Owner shall pay all reasonable attorneys' fees, court costs and any expenses of such lawsuit.

b. Lien. Additionally, any such unpaid assessment, together with all expenses of collection and attorneys' fees, shall be a continuing lien upon the Lot against which such assessment was made. The Association may enforce such lien by filing with the Clerk and Recorder of Chaffee County a statement of lien with respect to said Lot, setting forth such information as the Association may deem appropriate. Said lien shall run with the delinquent Lot and shall additionally secure all assessments and expenses which become due after its filing. Said lien may be foreclosed by the Association in the manner provided for foreclosures of mortgages under the laws and statutes of the State of Colorado. All rights and remedies of the Association are cumulative, and foreclosure of the lien shall not prevent a lawsuit against the Owner personally liable therefor whether taken before, after or during such foreclosure. Said lien may be released by recording an appropriate document executed by an officer or agent of the Association. Such lien is in addition to any statutory lien allowed to the Association by law or statute. Said lien shall be superior and prior to any homestead rights or similar exemption now or hereafter provided under state or federal law to any Owner, whose acceptance of a deed to a Lot shall constitute a waiver of such homestead or other rights. The assessments and the lien thereof may also be enforced as provided by any statute or common law of the State of Colorado.

8.07 Protection of Lenders. The lien for any assessment provided for herein shall be subordinate to the lien of a First Mortgage recorded before the delinquent assessment was due, except for the priority provided for assessment liens pursuant to C.R.S. § 38-33.3-316. Sale or transfer of any Lot shall not affect the lien for said assessment except that sale or transfer of any Lot pursuant to foreclosure of any such First Mortgage, or any proceeding in lieu thereof, including deed in lieu of foreclosure, shall, subject to C.R.S. § 38-33.3-316, extinguish the lien of any assessment which became due prior to any acquisition of title to such Lot by the First Mortgagee pursuant to any such sale or transfer, or foreclosure, of any proceeding in lieu thereof including any deed in lieu of foreclosure. No such sale, transfer, foreclosure or any above-described proceeding in lieu thereof, shall relieve any Lot from liability for any assessment becoming due after such acquisition of title, nor from the lien thereof, nor the personal liability of the Owner of such Lot for assessments due during the period of the Owner's ownership.

8.08 Special Assessments. The Board may levy special assessments to raise funds to construct or reconstruct, repair or replace improvements upon Common Area; to add Common Area; to provide for necessary Association facilities and equipment; to offer services to Owners authorized in these Covenants; to correct any deficit or cost overrun; or to repay any loan made to the Association



to enable it to perform the duties and functions authorized in these Covenants. No special assessment may be assessed until it has been approved by at least sixty-seven percent (67%) of the Owners eligible to vote who are present at a meeting with a quorum present. A quorum will be met if at least 50% of all Owners eligible to vote are present in person or by proxy. If the required quorum is not present, another meeting may be called and the required quorum shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The Association shall notify Owners in writing of the amount of any special assessment and of the manner in which any special assessment is payable.

ARTICLE IX
GENERAL PROVISIONS FOR EFFECT OF THE COVENANTS

9.01 Enumerations Inclusive. A designation which describes parcels or other things as from one number, letter or other designation to another includes both such numbers, letters or other designations and all in between.

9.02 Gender and Number; Terms. Whenever the context permits, Owner or Owners shall be deemed to refer equally to persons of any gender and to entities or corporations, singular to include plural and plural to include singular. The term "include" or "including" shall mean "include without limitation" or "including without limitation".

9.03 Captions. Captions, titles and headings in these Covenants are for convenience only and do not expand or limit the meaning of the section and shall not be taken into account in construing the section.

9.04 Association Resolves Questions of Construction. If any doubt or questions shall arise concerning the true intent or meaning of any of these Covenants, the Board of Directors shall determine the proper construction of the provision in question. The Board may set forth its decision in a written instrument duly acknowledged and filed for record with the Clerk and Recorder of Chaffee County, Colorado. Those decisions will thereafter be binding on all parties so long as they are not arbitrary or capricious. Notwithstanding the foregoing, matters of interpretation involving the Declarant shall not be subject to this Section.

9.05 Covenants Run with the Land. These Covenants shall run with the land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any property in the Subdivision.

9.06 Covenants are Cumulative. Each of these Covenants is cumulative and independent and is to be construed without reference to any other provision dealing with the same subject matter or imposing similar or dissimilar restriction. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision. Any and all rights and remedies of the Declarant, Association and the Approving Authority are distinct and cumulative to any other right or remedy hereunder or afforded by law or equity and may be



exercised concurrently, independently or successively without affect or impairment upon one another.

9.07 Waivers. Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants is deemed to recognize and agree that it is not the intent of these Covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as an impediment to their subsequent enforcement and each such person agrees not to plead as a defense in any civil action to enforce these Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

9.08 Enforcement. These Covenants are for the benefit of the Owners, jointly and severally, the Association and the Approving Authority and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more Owners, the Association, or the Approving Authority, or any combination of these. Until January 1, 2040, the Declarant may also enforce these Covenants in any manner as the Declarant is permitted, to include the same enforcement powers of the Owners, the Association and Approving Authority, or by law or statute. All costs, including reasonable attorney fees, incurred by the Owners, the Association or by the Approving Authority in connection with any successful enforcement proceeding initiated by them (alone or in combination with each other) or, during the period it is permitted to enforce these Covenants, incurred by the Declarant, shall be paid by the party determined to have violated these Covenants. Any party exercising its right to enforce these Covenants shall not be required to post any bond as a condition to the granting of any restraining order, temporary or permanent injunction or other order. The rights and remedies for enforcement of these Covenants shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any of the others.

9.09 Duration of Covenants; Termination. The restrictions and other provisions set forth in these Covenants shall remain in force until January 1, 2040, and shall be automatically renewed for successive periods of ten (10) years unless before January 1, 2040, or before the end of any ten year extension, there is filed for record with the Clerk and Recorder of Chaffee County an instrument stating that the Covenants are terminated, signed and acknowledged by the Association certifying that Owners of at least eighty percent (80%) of the Lots in the Subdivision have approved such termination. Declarant shall have the right to veto the termination of these Covenants for so long as Declarant owns any real property in the Subdivision or has not relinquished its right to appoint members to the Board of Directors.

9.10 Amendment and Additions. From time to time any section of these Covenants (except Sections 2.08, 7.01, 7.02 and 9.14) may be amended or deleted, or a new section may be added to these Covenants by an instrument signed and acknowledged by the Association certifying



approval by Owners of at least sixty-seven percent (67%) of the Lots and filed for record with the Clerk and Recorder of Chaffee County. Declarant shall have the right to veto an amendment of these Covenants for so long as Declarant owns any real property in the Subdivision or has not relinquished its right to appoint members to the Board of Directors.

9.11 Severability. If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall not be affected or impaired, but shall remain in full force and effect.

9.12 Action in Writing. Notices, approval, consents, applications and other action provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, applications or other action.

9.13 Notices. Any notice or writing described in these Covenants, including any communication from the Association to an Owner, shall be sufficiently served if delivered personally, or by U.S. Mail, postage prepaid: (a) to the Home situated on the Lot owned by the Owner; or (b) if there is no Home, then to the address furnished by the Owner to the Association, and if the Owner has not furnished an address, then to the Owner's address shown for the Lot in the County assessor records. Owners are responsible for providing their updated mailing addresses to the Association.

9.14 Rights of the Declarant. Notwithstanding any contrary provision of these Covenants, the Declarant, its successors or assigns, expressly reserves the following rights and privileges, which may or may not be exercised in the Declarant's sole discretion, and which shall run with the Subdivision and be binding upon all Owners, the Association and any person or entity having any interest in the Subdivision:

a. The Declarant may amend or change the Plat to add additional property to the Subdivision, change Lot Lines or subdivide Lots into more Lots, combine Lots into fewer Lots, grant utility or other easements, or designate additional Common Area, or all of the foregoing.

b. The Declarant, or any builder authorized by the Declarant, may construct and maintain advertising signs, model homes, and store construction materials within the Subdivision during construction on a Lot.

c. The Declarant reserves, and may grant to others, easements for roads, access, water systems, utilities or other purposes through the Subdivision and make improvements or changes necessitated by such easements. Such easements may be shown on the Plat or other recorded document and may be relocated or modified by the Declarant.

d. The Declarant may appoint or remove any officer or any director of the Board of Directors or the Approving Authority or both. Only after the Declarant no longer has the authority to appoint members to the Board shall the Owners elect the Board of Directors as provided in these Covenants, the Articles of Incorporation and the Bylaws.



478883

478883 3/17/2022 3:32 PM
30 of 42 DECL R\$218.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

e. Notwithstanding any contrary provisions of these Covenants or any other document, the Declarant hereby reserves the right, without approval or vote of the members or Mortgagees, to amend these Covenants, the Articles of Incorporation and/or the Bylaws, as may be necessary to correct typographical errors or make clarifications or as may be approved or required by any governmental entity or as may be necessary or desirable to comply with the requirements, standards or guidelines of recognized secondary mortgage markets or otherwise be approved in writing by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or the Department of Veterans Affairs so as to induce any of such organizations to make, purchase, sell, insure or guarantee First Mortgages covering any portion of the Subdivision, and each Owner and Mortgagee by accepting a deed, mortgage or other instrument affecting a Lot appoints the Declarant as their attorney-in-fact for purposes of executing in said Owner's or Mortgagee's name and recording any such amendments to these Covenants or other document, and each deed, mortgage, trust deed, 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 to the Declarant to make, execute and record any such amendments.

f. In the event of any litigation against the Declarant, its agents, successors and assigns, the person or party filing or threatening such litigation shall pay the Declarant, its agents, successors or assigns all costs, expenses and reasonable attorneys' fees if the Declarant is the prevailing party in the litigation.

g. The Declarant reserves the right to expand the Subdivision, without approval of the Owners or Mortgagees, to include additional real property and improvements, including without limitation, River Meadow Estates Filing No. 3. A copy of the plat of River Meadows Estates Filing No. 3 is attached as **Exhibit "D"** ("Possible Expansion Property"). The Possible Expansion Property may be annexed into the Subdivision only by recording a supplement to these Covenants with the Clerk and Recorder of Chaffee County, Colorado containing a legal description of the real property thereby annexed and any additional provisions deemed appropriate by the Declarant. Upon annexation, any additional real property annexed and its owners shall be bound by these Covenants, the Articles of Incorporation, Bylaws and Rules, and any additional provisions in the annexation supplement, and may be entitled to use any Common Area, including any private road or other property within the Subdivision allowed to be used by all Owners of Lots within the Subdivision. By accepting a deed to any Lot or a Mortgage, each Owner and Mortgagee grants the Declarant a right to expand the Subdivision and consents to such annexation expanding the Subdivision and will not oppose or hinder the Declarant's right to expand and annex additional real property and improvements or to develop adjoining properties and improvements, including without limitation, the Potential Expansion Property. The right to annex additional real property shall pass to the Association after the expiration of the Declarant's rights stated above, and the Association may undertake such annexation upon approval of Owners of at least sixty seven percent (67%) of the Lots in the Subdivision.



h. Declarant and its successors and assigns shall have the right to utilize the private roads within the Subdivision for access and utilities to Declarant's adjacent real property and to use other Common Area, whether or not the adjacent real property owned by Declarant is annexed into the Subdivision.

i. The Declarant's rights, as set forth in this Section and other provisions of these Covenants, shall continue until January 1, 2040 unless sooner terminated or otherwise modified in writing by the Declarant, its successors or assigns.

9.15 Enforcement of Covenant Violations. If any object, including any aerial, antenna, satellite dish or other device, fence, Accessory Building, Structure, or any other item which requires approval by the Approving Authority prior to installation, is installed or placed without the approval of the Approving Authority, or any action is taken by an Owner or other person in violation of these Covenants, the Declarant or the Association (acting through the Approving Authority or the Board) shall have the right, but not the obligation, after Due Notice, to enter the Lot in question and remove the object or remedy the violation and to impose a fine against the Owner for failure to correct the violation. The Declarant and the Association shall not be liable for any losses, costs or damages to any Lot Owner on account of such removal of the offending object or corrective action, except for any such loss, cost or damage caused by the gross negligence or willful misconduct of the Declarant or the Association. The Declarant and the Association may delegate their entry and remedy rights hereunder to their agents and independent contractors. In the event the Declarant and/or the Association elects to remove an object or correct the action pursuant to this Section, the Declarant or the Association will submit to the Owner of the Lot from which the object was removed, a written statement of the costs incurred by the Declarant or the Association in removing the object or action corrected. These costs shall be paid to the Declarant or the Association within the time period provided in the notice. If the costs of the Declarant or the Association have not been paid after expiration of the deadline provided in the notice, the Declarant or the Association may thereafter record a lien against the Lot involved for all costs (including reasonable attorneys' fees) incurred by the Declarant or the Association in removing the object or correcting the action and in collecting such costs and foreclosing upon the lien, which lien shall be junior to all other liens or encumbrances of records with respect to the Lot on the date this lien is recorded, subject to C.R.S. 38-33.3-316. This lien may thereafter be foreclosed upon in the manner provided by Colorado law for foreclosing upon real estate mortgages. This lien shall provide that all sums expended by the Declarant or the Association in foreclosing the lien and collecting the amount due the Declarant or the Association (including reasonable attorneys' fees and other expenses) shall be additional indebtedness secured by the lien.

9.16 Grant of Variance. The Association, through the Board, may grant for an Owner a variance from any provision of the Covenants upon a finding of exceptional and extraordinary circumstances where literal enforcement of the provision will create a material hardship to the Owner, and upon a finding that the variance is not contrary to the interests of the Subdivision, the Association and other Owners. A variance may be made subject to terms and conditions approved by the Board. If a variance is denied, the Owner may not bring another application for a similar variance for a period of one year after submittal of the original request.



ARTICLE X
COMMON AREA

10.01 Title to the Common Area. The Association shall hold title to certain real property, which is called the “Common Area” and which may include the private roads, common picnic areas, open areas, the river open space, drainage areas, entry areas and signs, and other areas. The Common Area shall be maintained and insured by the Association, which shall also maintain, repair and replace the common fences, common signs and all other Association facilities requiring maintenance. Subject to the limitations and restrictions of these Covenants, title to the Common Area shall be conveyed by the Declarant to the Association in fee simple or granted by easement. The initial Common Area is described on **Exhibit “B”** attached hereto and incorporated by this reference. The Declarant reserves the right to designate other or additional Common Areas.

No public access to the Common Area river open space (Tract A, River Meadow Estates Filing No. 2) shall be allowed unless permitted in the Rules adopted by the Board. Only Owners of Lots in River Meadow Estates Filings 1 and 2, their family members, guests and tenants shall be allowed access and use of the Common Area open river space, except that for so long as Declarant owns land within the Subdivision or the Proposed Expansion Property, Declarant’s directors, shareholders and their family members, guests and tenants may use the Common Area open river space. The Board may adopt Rules governing the use of facilities within the Common Area and the Common Area itself. However, the Common Area river open space shall not be permitted to be used for commercial activities, including by rafting companies, fishing guides, concerts, camping, flea markets, festivals, gold panning, mining, sluicing, dredging on the riverbank or in the river, and other similar events or activities. Use of the Common Area river open space by short term rental tenants may be subject to Rules adopted by the Board.

10.02 Non-Division of Common Area. The Common Area shall remain undivided and shall not be subject to partition by the Owners. By the acceptance of a deed or other instrument of conveyance or assignment, each Owner specifically waives their right to institute and/or maintain a partition action or any other action designed to cause a division of the Common Area. Each Owner specifically agrees not to institute any partition action. Further, each Owner agrees that this Section may be pleaded as a bar to the maintenance of such an action. A violation of this provision, or any other provision of these Covenants, shall entitle the Association to personally collect, jointly and severally, from the parties violating the same, the actual attorneys’ fees, costs and other damages the Association incurs in connection therewith. It is agreed by all Owners that the foregoing restrictions are necessary to preserve the rights of all Owners regarding the operation and management of the Common Area.

10.03 Owners’ Common Area Easement of Enjoyment. Subject to the limitations and restrictions of these Covenants, every Owner shall have an equal, nonexclusive right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass automatically with the title to every Lot without the necessity of additional reference.



10.04 Extent of Owners' Common Area Easement. The rights and easements of enjoyment created hereby in the Common Area shall be subject to the following:

a. The right of the Association to enforce the restrictions contained in these Covenants and to adopt Rules with which every Owner, their family members, guests, tenants, and contractors shall strictly comply, including the right of the Association to establish reasonable charges for the use of all or a portion of the Common Area if deemed necessary;

b. The right of the Association, as provided in its Articles or Bylaws, to suspend an Owner's voting rights and the right to the use of the Common Area for any period during which such Owner is in default under these Covenants, including the non-payment of any assessment levied by the Association, and to make such suspensions for a period not to exceed sixty (60) days for any infraction of its Rules;

c. The right of the Association to close or limit the use of the Common Area while maintaining, repairing and making replacements in the Common Area;

d. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for an easement or other similar purposes, subject to such conditions as may be imposed by the public entity; for example, if any drainage structures are private and have not been built to County specifications and so might not be accepted by them; provided that such transfer does not unreasonably interfere with Owners' rights to use the Common Area;

e. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

f. The right of the Declarant to construct improvements on the Common Area and to improve the Common Area to the Declarant's standards, designs and wishes, and notwithstanding any provision of these Covenants to the contrary, the Declarant reserves the right to create, grant and transfer non-exclusive easements in, under, over, across, through, and upon the Subdivision for the purpose of installing, maintaining, repairing and replacing any utilities or related services, including any gas, electric, and water lines, wells, sprinklers, equipment and any related improvements, trails, paths, any telecommunication facilities, any drainage or retention areas, or for other public or private purposes, including recreational purposes, consistent with the intended use of the Subdivision under these Covenants. The foregoing easements shall include the right of ingress and egress, the right to erect and maintain the necessary pipes, wires, poles and other equipment and the right to enter into agreements relating to such utility service and easements; all of which shall be binding upon the Association and the Owners. Should any person or party furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement on the Subdivision without conflicting with the terms hereof. The foregoing easements shall be in addition to any other recorded easements on the Subdivision, including any easements granted in the recorded Plat. The rights reserved herein for the Declarant shall pass to the



Association when the Declarant no longer owns any Lot or real property in the Subdivision, and any and all of the covenants, terms, provisions, rights and duties arising from such easements granted by the Declarant and any related agreements shall thereupon pass to the Association and be assumed by it in place of the Declarant. Any consideration for any such easement shall be delivered to and become the property of the Association, whether the grant of easement was made by the Declarant or by the Association; and

g. The Declarant hereby reserves easements across the Common Area to enable Declarant to complete development of the Subdivision, and any additional real property which may be annexed thereto, and for any other purpose which the Declarant deems appropriate or related to the exercise of the Declarant’s rights under these Covenants.

10.05 Delegation of Use. Any Owner may delegate such Owner’s right of enjoyment to the Common Area and facilities to the members of the Owner’s family, tenants, guests, or contract purchasers who reside on the Lot. Each Owner shall, to the maximum extent permitted by law, be liable for any damage done to the Common Area by such Owner’s family, tenants, guests, or contract purchasers and for any breach of the Association’s Rules by such persons.

10.06 Non-Dedication of Common Area. The Declarant, in recording these Covenants, has designated certain areas of land as Common Area intended for the common use and enjoyment of Owners for recreation and other related activities. Nothing contained in these Covenants shall be deemed to dedicate the Common Area for use by the general public.

10.07 Association Maintenance. The Association shall provide all repair, replacement, improvement and maintenance of the Common Area and all improvements located thereon, including if applicable, any landscaping, wells, parking, roadways, utility lines, recreational areas, trail easements, any drainage or water structures or facilities or public improvements to the extent applicable and any light fixtures, sidewalks, and pathways, or other improvements located on the Common Area. The Association shall maintain and be responsible for keeping any common drainage areas and structures clear and free of silt to ensure the areas drain properly.

10.08 Exculpation from Liability and Responsibility. ALL COMMON AREAS, INCLUDING ROADS, TRAILS, AND OTHER AREAS SHALL BE PRIVATE, NOT PUBLIC. ACCORDINGLY, THE COMMON AREA HAS NOT BEEN AND SHALL NOT BE DEDICATED TO OR ACCEPTED OR MAINTAINED BY ANY GOVERNMENTAL AUTHORITY, INCLUDING THE COUNTY. IT IS CONTEMPLATED THAT TITLE TO OR EASEMENTS FOR THE COMMON AREA HAS BEEN OR SHALL HEREAFTER BE GRANTED OR CONVEYED BY THE DECLARANT TO THE ASSOCIATION. FOLLOWING SUCH CONVEYANCE OR GRANT, THE ASSOCIATION SHALL, SUBJECT TO THE TERMS AND PROVISIONS OF THESE COVENANTS, HAVE JURISDICTION OVER AND RESPONSIBILITY FOR THE OWNERSHIP, ADMINISTRATION, MANAGEMENT, REGULATION, CARE, MAINTENANCE, REPAIR, RESTORATION, REPLACEMENT, IMPROVEMENT, PRESERVATION AND PROTECTION OF THE COMMON AREA, INCLUDING THE ROADS, TRAILS, OPEN SPACE AND OTHER

478883



478883 3/17/2022 3:32 PM
35 of 42 DECL R\$218.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

AREAS. ACCORDINGLY, EACH OWNER, BY THE ACCEPTANCE OF A DEED OR OTHER CONVEYANCE TO SUCH OWNER'S LOT SHALL BE DEEMED TO HAVE AGREED THAT NEITHER THE DECLARANT, THE COUNTY, NOR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER (WHETHER FINANCIAL OR OTHERWISE) WITH RESPECT TO THE COMMON AREA, INCLUDING THE ROADS, TRAILS, OPEN SPACE AND OTHER AREAS, AND SUCH OWNER SHALL BE DEEMED TO HAVE FURTHER AGREED TO LOOK SOLELY AND EXCLUSIVELY TO THE ASSOCIATION WITH RESPECT TO ANY SUCH LIABILITY OR RESPONSIBILITY.

IN WITNESS WHEREOF, the Declarant, the Association and Hakkore, Inc. have executed these Covenants this 17th day of March, 2022.

[SIGNATURES ON NEXT PAGES]

478883



478883 3/17/2022 3:32 PM
37 of 42 DECL R\$218.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

Hakkore, Inc.
a Colorado corporation

By: _____
Dennis Schoger, President



STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this 17th day of March, 2022, by Dennis Schoger, as President of Hakkore, Inc., a Colorado corporation.

Witness my hand and official seal.

Laura Ostrom
Notary Public
My commission expires June 15, 2025

EXHIBITS

- A – Legal Description of the Subdivision
- B - Description of the Common Area
- C – Subdivision Plats – Filings 1 and 2
- D – Potential Expansion Property (Filing 3)



478883 3/17/2022 3:32 PM
38 of 42 DECL R\$218.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

478883

**EXHIBIT A
LEGAL DESCRIPTION OF THE SUBDIVISION**

Lots Owned by River Meadow Estates, Inc:

LOTS 1 THROUGH 23, RIVER MEADOW ESTATES FILING NO. 1, PER PLAT FILED
DECEMBER 8, 2000 UNDER RECEPTION NO. 314997, COUNTY OF CHAFFEE, STATE
OF COLORADO

Lots Owned by Hakkore, Inc.:

LOTS 24 THROUGH 41, RIVER MEADOW ESTATES FILING NO. 2, PER PLAT FILED
DECEMBER 8, 2000 UNDER RECEPTION NO. 314997, COUNTY OF CHAFFEE, STATE
OF COLORADO

and

TRACT A, RIVER MEADOW ESTATES FILING NO. 2, COUNTY OF CHAFFEE, STATE
OF COLORADO

and

the private roads identified as River Rock Lane, Fisherman's Bridge Road, River Meadow Drive
and Castaway Court on the Plat filed December 8, 2000 under Reception No. 314997, Chaffee
County, Colorado



478883 3/17/2022 3:32 PM
39 of 42 DECL R\$218.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

478883

**EXHIBIT B
DESCRIPTION OF COMMON AREA**

TRACT A, RIVER MEADOW ESTATES FILING NO. 2, COUNTY OF CHAFFEE, STATE OF COLORADO

and

the private roads identified as River Rock Lane, Fisherman's Bridge Road, River Meadow Drive and Castaway Court on the Plat filed December 8, 2000 under Reception No. 314997, Chaffee County, Colorado



478883

478883 3/17/2022 3:32 PM
40 of 42 DECL RS218.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

EXHIBIT C – SUBDIVISION PLATS- Filing 1 and Filing 2

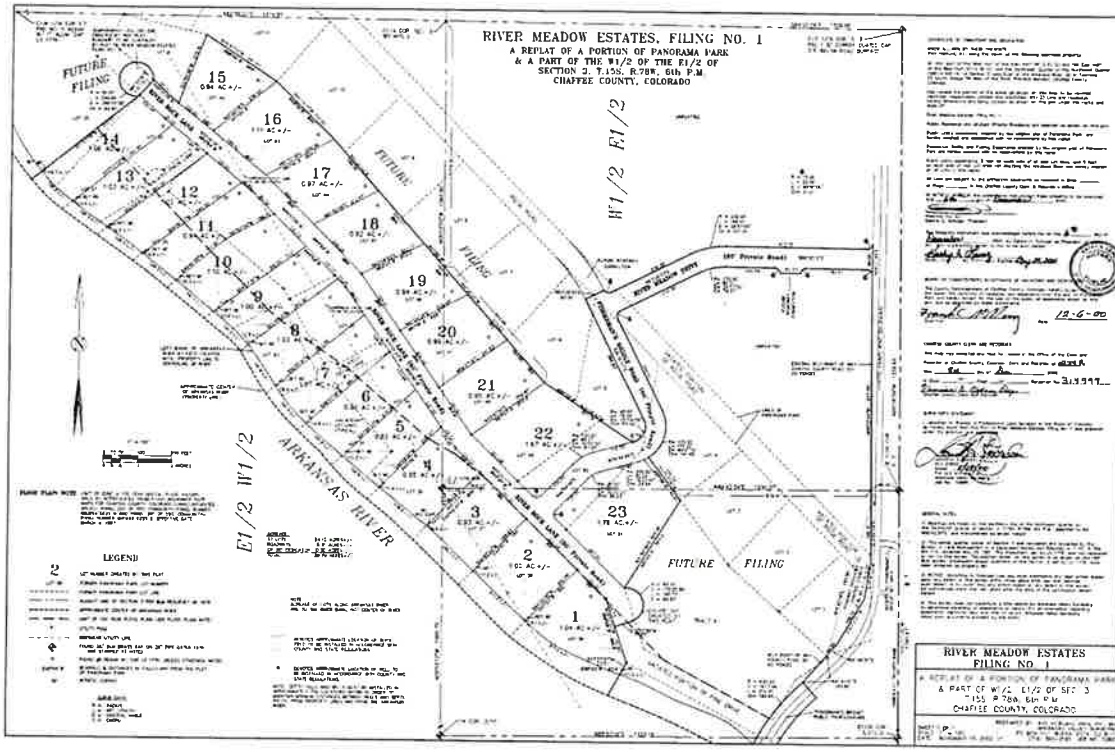
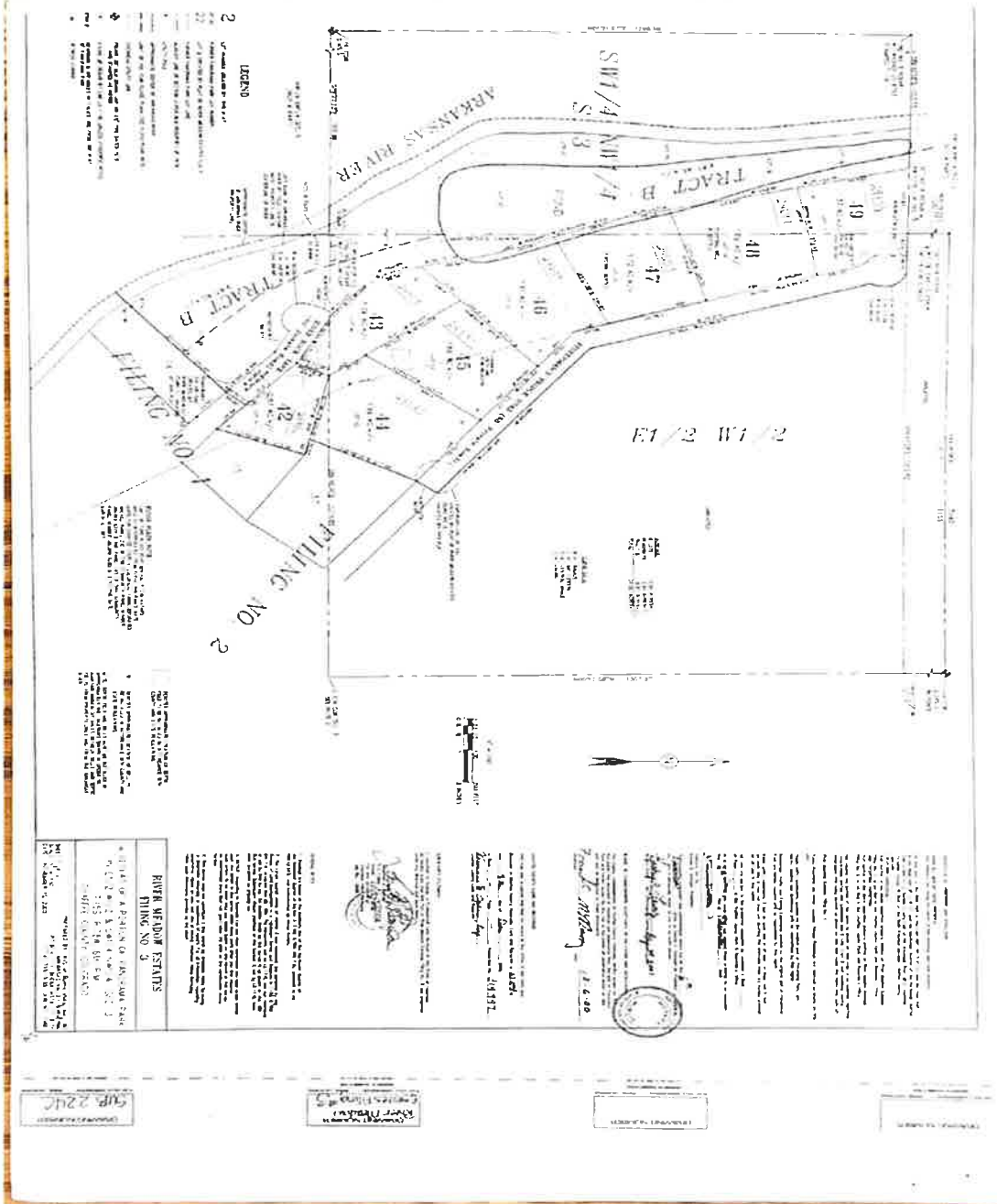




EXHIBIT D POTENTIAL EXPANSION PROPERTY (River Meadow Estates Filing No. 3)



RIVER MEADOW ESTATES
FILING NO. 3
 FIELD OF A PERSON'S INCUMBENT
 115 E. 14th St. # 500
 DENVER, CO 80202

THIS PLAN IS SUBJECT TO THE CITY OF DENVER
 ZONING ORDINANCES AND THE CITY OF DENVER
 PLANNING AND ZONING COMMISSION'S
 DECISIONS THEREON.

APPROVED BY THE CITY OF DENVER
 PLANNING AND ZONING COMMISSION
 ON 03/17/2022

APPROVED BY THE CITY OF DENVER
 PLANNING AND ZONING COMMISSION
 ON 03/17/2022

APPROVED BY THE CITY OF DENVER
 PLANNING AND ZONING COMMISSION
 ON 03/17/2022

APPROVED BY THE CITY OF DENVER
 PLANNING AND ZONING COMMISSION
 ON 03/17/2022

APPROVED BY THE CITY OF DENVER
 PLANNING AND ZONING COMMISSION
 ON 03/17/2022

SUP. 2247

River Meadow

MINISTRY OF LAND

MINISTRY OF LAND