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Lori A Mitchell
Chaffee County Clerk

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
PEAK VIEW SUBDIVISION

THIS DECLARATION is made to be effective this day of June 28th, 2022, by Sunnyside CR190, LLC, 7385 W. Highway 50, Salida, CO 81201.

WHEREAS, Declarant is the Owner of certain property in the County of Chaffee, State of Colorado. Said property (hereinafter referred to as the "Property") is more particularly described as:

See Exhibit A – attached hereto and incorporated herein by reference.

WHEREAS, Declarant desires to subject the Property to certain covenants, conditions, and restrictions for the benefit of the Property; and

WHEREAS, Declarant elects to not be subject to the requirements and limitations of the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et. seq.*, which is not applicable to the Property pursuant to C.R.S. §38-33.3-116(2); and

FURTHER, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and Property and be binding on all parties having any right, title, or interest in said Property, or any part thereof, and their heirs, successors, and assigns, and shall inure for the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1 "Declarant" shall mean and refer to Sunnyside CR190, LLC, its successors and assigns.

Section 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall also include the Declarant, or its successors and assigns, with respect to all Lots held in the name of the Declarant.

Section 1.3 "Member" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.4 "Plat" shall mean and refer to the plat of Peak View Subdivision, as it may be amended or supplemented, and recorded in the Office of the Clerk and Recorder of Chaffee County.

Section 1.5 "Property" shall mean and refer to the property described above and in EXHIBIT A attached hereto, and to such additions thereto as may hereafter be subjected to this Declaration;

Section 1.6 "Lot" shall mean and refer to each separate parcel of Property which is designated with a

number on the Plat and any future amendments and supplements to the Plat, title to which shall be held in fee simple. "Lots" shall refer collectively to Lots 1 through 6 as shown on the Plat. Lot 7 shall not be part of the Association described in Article II herein, or subject to this Declaration of Covenants, Conditions and Restrictions with the exception of control of noxious weeds Section 3.8 (n).

ARTICLE II
ASSOCIATION

Section 2.1 Formation. When four (4) lots of the total number of Lots 1-6 in the Property are sold, Declarant shall form a Colorado nonprofit corporation known as "Peak View Property Owners' Association" (herein "Association" or "POA") which will have as its function the maintenance of roads, easements and common areas within the Property which are or shall be conveyed to the Association by Declarant. All Owners of Lots shall become members of the Association once the Association has been formed and each Lot shall have one (1) vote for business conducted requiring a vote of the members. The affairs of the Association shall be managed by a Board of Directors (herein "Board"). The Board shall have authority to establish, amend or adopt further rules, regulations, policies, and guidelines reasonably required for the operation and maintenance of the Property, not inconsistent with the provisions of this Declaration. There shall be no fewer than three (3) members of the Board, the specific number to be set forth from time to time in Bylaws adopted by the Board, all of whom shall be Owners of a minimum of one (1) Lot, except for Members appointed by the Declarant prior to the sale of four (4) of the total number of Lots 1-6.

Section 2.2 Common Property. There is no Common Property in Peak View Subdivision. Private open space exists on Lots 3 & 4 as shown on the Plat between the southern easement for the Sunnyside Ditch to the northern property boundary. The area between the southern Sunnyside ditch easement and the northern property boundary shall be maintained as open space in its natural undisturbed state and any buildings(s), structure(s) and storages are prohibited. This property is subject to Chaffee County right to ranch regulations in article 3 of the Chaffee County Land use code and to the Chaffee County code of the west. Under Colorado law, a ditch owner has an easement as wide as reasonably necessary for maintenance, operation, and repair of the ditch. Such an easement may exist over private property. The Sunnyside Ditch runs throughout this subdivision and the ditch company has the right to access the property to maintain/repair and operate said ditch pursuant to law and Colorado statutes.

Section 2.3 Assessments. Assessments to pay the costs of the Association will be made initially by Declarant, and when formed, by the Association on a pro rata basis based upon each Lot paying an equal share of the maintenance costs. The assessment shall specifically include but shall not be limited to: expenses of management of the Association, taxes and special assessments, insurance premiums, common utility expenses, if any, maintenance and repair of roads, stormwater basins, bioswales, working capital, and creation of reasonable reserves. The Association shall also have the right to levy special assessments.

Section 2.4 Enforcement of Assessments. If an assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided by Colorado law and the Bylaws of the Association, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the lien Owner, his or its heirs, devisees, personal representatives, successors and assigns (herein "Lien Rights"). In addition to the Lien Rights, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligations shall continue, even though the Owner's interest in the Lot shall be transferred. Said lien shall be filed with the Chaffee County Clerk and Recorder upon delinquency and after appropriate notice to Owner as prescribed by Colorado Law and as described herein or in the Bylaws of the Association. If the assessment is not paid within thirty (30) days after the due date stated in the notice, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Association or Declarant may bring legal action against the Owner personally

obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment all costs incurred by the Association or Declarant in foreclosing the lien or in collecting the amount owing, including reasonable attorneys' fees and costs. The Association may suspend the delinquent Owner's right to vote and use of the Common Property for any period during which any assessment remains delinquent.

Section 2.5 Architectural Control Committee.

(a) Architectural Control Committee Membership. Before the Association is formed, Declarant shall determine if architectural and construction approvals and standards are in compliance with this Declaration and if such approvals and standards meet the spirit and intent of this Declaration. When the Association is formed, it shall appoint an Architectural Control Committee ("ACC") to administer the architectural approvals required pursuant to this Declaration. Declarant shall remain a member of the ACC until all (100%) of Lots 1-6 are sold unless Declarant voluntarily resigns as a member of the ACC prior to the sale of 100% of Lots 1-6. The ACC shall consist always of either three (3) or five (5) members. Absent a specific appointment by the Association, the members of the Association shall be the members of the ACC. The Association may reduce the number of members of the ACC to three (3) and increase it to five as often as it wishes. Members of the ACC may be removed at any time by a majority vote of the Officers of the Association.

From among the members of the ACC, the Board may appoint a Chairman of the ACC who shall coordinate the operation of the ACC.

(b) General Authority. The ACC will review, study and either approve or reject proposed Improvements on the Property in compliance with this Declaration and as may be further set forth in any adopted Architectural Guidelines or Construction Standards, and such rules and regulations as the ACC may establish from time to time. No improvement(s) will be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor will any construction, repair or reconstruction be commenced until plans for the improvement(s) have been approved by the ACC; provided, however, that improvements that are completely within a building may be undertaken without such approval, except as set forth within the Architectural Guidelines or Construction Standards as adopted. All improvements will be constructed only in accordance with plans approved by the ACC. It is understood that Chaffee County, Colorado requires building permits for construction, alteration, repair, or maintenance of certain types of structures. Prior to construction, alteration, repair or maintenance of a structure, an Owner shall inquire of the appropriate Department of Chaffee County as to whether a building permit shall be required for such proposed activity.

(c) Committee Discretion. The ACC will exercise its best judgment to see that all improvements conform and comply with any existing structures as to external design, garage placement, quality and type of construction, seals, materials, color, location on the improvement's height, grade and finished ground elevation, and the schemes and aesthetic considerations of Peak View Subdivision. The ACC, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations, and may permit compliance with different or alternative requirements. Each Owner acknowledges that the persons reviewing applications will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines or Construction Standards may vary. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements.

Approval of applications or plans or design proposals shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

(d) Term of Office of ACC members. The term of office of each member of the ACC will be two (2) years and continuing until a successor have been appointed. Should an ACC member die, retire, resign, or

become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed.

(e) Operations. The ACC Chair will be in charge of and conduct all meetings and will provide for reasonable notice to each member of the ACC prior to any meeting. The notice will set forth the time and place of the meeting, and notice may be waived by any member.

(f) Voting. The affirmative vote of a majority of the members of the ACC will govern its actions and be the act of the ACC.

(g) Expert Consultation. The ACC may avail itself of technical and professional advice and consultants as it deems appropriate, and the ACC may delegate its plan review responsibilities, except final review and approval, to one or more of its members or to consultants retained by the ACC. Upon that delegation the approval or disapproval of plans and specifications by such member or consultant will be equivalent to approval or disapproval by the entire ACC.

(h) Expenses. Except as provided in this section below, all expenses of the ACC will be paid by the Association and will constitute a Common Expense.

(i) Fines for Violations. The Board may adopt a schedule of fines for failure to abide by the ACC rules, including fines for failure to obtain any required approval from the ACC.

(j) Removal of Nonconforming Improvements. The Association, upon request of the ACC and after reasonable notice to the Owner in violation and, if different, to the occupant of the Lot, may enter upon any Lot at any reasonable time without being deemed guilty of trespass, and remove any improvement constructed, reconstructed, refinished, altered, or maintained in violation of these Covenants. The Owner of the improvement will immediately reimburse the Association for all expenses incurred in connection with such actions under this Section.

ARTICLE III

COVENANTS AND RESTRICTIONS

Section 3.1 General Restriction. The Property will be used only for the purposes set forth in this Declaration, and as permitted by the applicable ordinances of Chaffee County and the laws of the State of Colorado and the United States, and as set forth in the Association Documents (which includes Articles of Incorporation, Bylaws, and Rules, Regulations, and Policies established hereunder otherwise known as "Association Documents") or other specific recorded documents or covenants affecting all or any part of the Property. There are additional notes, requirements, easements, and restrictions set forth on the Plat.

Section 3.2 Road Right of Way and Access Easement. Ownership of any Lot shall carry with it the right to use the public road right-of-way shown on the Plat subject to the terms and conditions set forth herein, in the Plat or Association Documents. In accordance with the Plat, the roads within the subdivision have been dedicated to the public for public use. An access easement has been established for ditch maintenance between lots 3 & 4 as noted on Plat.

Section 3.3 Easements for Drainage. Easement for drainage and for the use and maintenance of drainage areas are shown on the Plat. Each Owner shall comply with all restrictions and specification related to these

easements. An Owner shall not do any act or work on a Lot that will damage or impair any drainage easement, bioswale, or stormwater basins as shown on the Plat. See Exhibit B for PEAK VIEW SUBDIVISION ROADWAY & DRAINAGE PLANS

Section 3.4 Utilities. Each Lot shall have the right to use and shall be subject to the public utility easements as shown on the Plat. At the date of the acceptance of this Declaration, electrical distribution lines are buried below ground to each lot line and any newly installed lines on the Property shall be placed underground. All such utility easements described in this paragraph shall be for the installation, replacement, operation, repair and maintenance of utilities, shall include all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from such easement, and shall be in favor of utility providers and all properties served or capable of being served by the utilities. Should any user of any utility easement disturb the surface of the easement during the exercise of the rights granted hereunder, that user shall restore the surface of the easement to the condition substantially equivalent to its original level and condition. The easements provided for in this Section 3.4 shall in no way affect, void, extinguish or modify any easement(s) of record with the Office of the Chaffee County Clerk and Recorder.

Section 3.5 Declarant's Use. Notwithstanding any provisions herein to the contrary, it shall be expressly permissible, during the time Declarant owns all or any portion of the Property, for Declarant, its successors and assigns, or any agent, contractor, subcontractor, or employee of the Declarant to complete any improvements indicated on the Plat, to maintain during the period of construction and sale upon such portion of the Property as Declarant deems necessary, facilities incidental to said construction and sale, including, but not limited to, storage areas and signs advertising the Property, and to use such portion of the Property as Declarant deems necessary for construction staging. The ACC has unconditional access for architectural inspections and onsite review of owner improvements to ensure architectural standards set forth by the ACC and as described herein, are being followed.

Section 3.6 Easement for Emergency Access. There is hereby created a right of access across all portions of the Property for the passage of emergency vehicles and police, fire, and other emergency service workers.

Section 3.7 Additional Plat Restrictions. The Property's (subdivision) plans for sewage disposal, drainage, density, and other similar material requirements of this subdivision submitted with the applications thereof are interdependent with Chaffee County's approval of the subdivision. Subsequent changes to the approved subdivision, including, but not changes in the water supply (including without limitation augmentation plans), sewage disposal plans, or drainage systems is prohibited without review by and approval of the Board of County Commissioners, consistent with procedures and criteria set forth in the County Land Use Code.

Right to Farm and Ranch Policy and Chaffee County Code of the West: The subdivision is located in an agricultural area. It is hereby recognized that agricultural operations may continue pursuant to C.R.S. 35-3.5-101, et seq., Chaffee County Board of Commissioners Ordinance 2008-02, and Article 3 of the Chaffee County Land Use Code.

Fair contributions to schools shall be paid by the owner of any lot within this subdivision at the time a building permit is obtained, based on Section 7.3.7.C.3 of the Chaffee County Land Use Code.

Section 3.8 Use Restrictions.

(a) Residential Use and Commercial Use. Lots and improvements shall be used for single family residential use; however, limited commercial uses shall be permissible upon approval of Declarant or the Association. By way of example, such limited commercial uses may be a home office or a maintenance shop in a garage or out-structure. If an Owner proposes a commercial use on a Lot, Owner shall be secure all required county permits for such use prior to any commercial operations. Not more than one single-family residential dwelling with an attached garage, plus a one thousand (1,000) square foot Accessory Dwelling Unit (herein "ADU"), if approved by Chaffee County, shall be permitted on any individual Lot. Not more than four (4) outbuildings or other structures shall be constructed or placed on a Lot without Declarant or Association approval, as the case may be.

(b) Construction Standards. Onsite construction of homes or delivery of International Building Code (IBC) or Uniform Building Code (UBC) approved modular homes shall be permitted. Mobile and manufactured homes are not permitted on Lots. If a modular home is proposed for a Lot, architectural and construction plans and designs shall be reviewed and approved by the Declarant or the Association, or the ACC, before construction is permitted. Onsite construction plans for structures, including fencing, shall be reviewed, and approved by the Declarant or the Association or the ACC. Construction standards shall at a minimum conform with the requirements set forth by Chaffee County for building permits.

(i) All improvements, structures, landscaping, and alterations, including fencing on the separate Lots within the Property shall conform to and harmonize with the natural surroundings and with existing structures as to exterior design, materials, color, site orientation, height, grade, and finished ground elevation. See Section 3.9 (N) for wildlife friendly fencing requirements.

(ii) All structures, including fencing, located on a Lot shall be of similar design and construction so that the appearance is reasonably uniform within the Lot. Materials for exterior walls shall be masonry, stone, stucco, wood siding, log, rock, or a combination thereof. All roofs shall be of tile, slate, non-reflective metal, or composition shingle. No wood or shake shingles or corrugated metal shall be used for roofing.

(iii) All roofs, including garage roofs and accessory building roofs, shall have a minimum pitch of 5/12 unless there are six (6) or more corners to the main improvement structure, and/or the main improvement structure has a covered porch with a width of no less than five (5) feet. In such cases, roofs with a pitch of 4/12 may be considered by the Declarant, the Association, or the ACC as the case may be. The purpose of this requirement is to harmonize the structures on the property.

(c) Leases. An Owner shall have the right to lease that Owner's residence upon such terms and conditions as such Owner may deem advisable; provided, however, that:

(i) any such lease shall be in writing and shall provide that the lease is subject to the terms of this Declaration, the Articles, Bylaws, Association Documents and other such Rules and Regulations as required by law;

(ii) a residence may be leased only for residential use and occupancy;

(iii) the term of any lease shall be in accordance with the Rules adopted by the Association; any failure of a lessee to comply with the terms of the Declaration, the Articles, Bylaws, Association Documents, or other such Rules and Regulations shall constitute a default by such Owner under the applicable document;

(iv) any failure of a lessee to comply with the terms of the Declaration, Articles, Bylaws, Association Documents or other Rules and Regulations shall be deemed a default under the lease and shall be enforceable by the Declarant or Association as a third-party beneficiary;

(v) notwithstanding any other provision contained herein, it shall be permissible for residences to be leased for short-term vacation rentals, provided that short-term rentals shall be subject to written leases or rental agreements and such reasonable Rules as may be established by the Declarant or the Association, or any permits and regulations required by Chaffee County, with regard to short-term rentals. However, no Owner of any Lot shall offer or sell any interest in such Lot under a "timesharing," "fractional ownership", "interval ownership" plan, or any similar plan.

(d) Square Footage. Any single-family residential dwelling shall contain a minimum of one thousand (1,000) square feet of living area exclusive of porches, decks, and garages.

(e) Engineered Foundations and Septic Systems. In addition to any requirements contained herein or by law or the Association Documents, all structures, septic systems, and wells shall be constructed in accordance with state and local requirements and shall require a permit and final approval from the appropriate governing body. A geotechnical investigation shall be required before construction of any permanent structure

on any Lot. Substandard soils may exist within building envelopes on the Property and within individual Lot perimeters, and Declarant is not responsible for any damage or harm caused by substandard soils. Engineered footers and foundations are required by rules and regulations approved by Chaffee County and adopted by the Declarant or the Association. All foundations shall be designed by a Colorado Licensed Engineer or Colorado Registered Professional Engineer. Issuance of new septic permits will be contingent upon the Owner-submitting applications, plot plans and fees. Engineered Onsite Water Treatment Systems (OWTS) are required by Chaffee County and required OWTS's shall be inspected and approved before construction of a permanent structure on any Lot. All OWTS's shall be designed by a Colorado Registered Professional Engineer. Location of Improvements. No structures or improvements shall be placed or located within easements and setbacks as shown on the Plat or required by Chaffee County.

(f) Completion of Construction. Any exterior construction of a single-family residential dwelling, garage, or other structure permitted herein must be completed within eighteen (18) months of the initiation of onsite construction or in the case of a modular unit, within eighteen (18) months of delivery. If an Owner shows good cause for delays in the completion of construction, this time period may be extended upon approval of the Declarant or Association. No building may be stored on a Lot except during the period allowed for completion of construction.

(g) Driveways. Driveways may be constructed of asphalt, concrete, or a suitable ground rock, gravel, or road base. Driveways shall be properly constructed, bordered, and contained. Driveway entries shall be engineered to ensure proper drainage.

(h) Maintenance. The Owner of each Lot shall keep and maintain all improvements and landscaping in a clean, safe, and attractive condition and in good repair.

(i) Storage of Unsightly Items. No junk vehicle, inoperative vehicle, or vehicle under repair shall be parked, stored or maintained on any Lot unless concealed within a garage.

(j) Trash and Receptacles. Any refuse or trash container, utility meter, or other utility facility, service area, storage pile, or area for hanging clothing or other household fabrics shall be enclosed or appropriately screened from view by fencing and shall be adequate to conceal the same from adjoining parcels, roads, and access drives. It is recommended and suggested that any refuse or trash container should be bear-proof. No lumber, metals, bulk materials, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any property, except for firewood, for building materials during the course of construction, or refuse or trash in a suitable container appropriately enclosed or screened from view for such reasonable time as is necessary prior to collection or disposal thereof. The Owner of each Lot shall arrange for the proper and frequent removal of trash.

(k) Animals. Each Lot Owner or other occupant may keep up to (3) dogs, up to (3) cats, and up to (6) poultry which are restrained within the Lot, provided that such animals are not kept, raised, or bred for commercial purposes. Such animals kept shall not create a nuisance or health hazard for other Owners. Dogs shall be properly confined, leashed, under owner's control or kenneled at all times. No dog shall be allowed outside the Lot, or any fenced portion thereof, unless on a leash or under owner's control and accompanied by a responsible person. Each Lot Owner or occupant must promptly remedy or remove any pet which causes undue noise or disturbance that constitutes a nuisance or health hazard to other Lot Owners. All areas on a Lot where animals are kept shall be maintained in a neat and clean fashion. No livestock grazing shall be allowed in the Peak View Subdivision Lots 1-6, no horses or barnyard animals including cattle, pigs, horses, goats, lamas shall be kept, bred, raised, or confined in or around any Lot or on the common elements. Fencing must conform to CPW wildlife friendly fencing recommendations. When formed, the Association is authorized to adopt rules and regulations which provide additional guidelines regarding animals on the Property, and which may specifically limit or restrict what types of household pets may be kept on any Lot, specifically including but not limited to restrictions of certain breeds of animals, size, and number of pets, so long as such rules and regulations do not conflict with the provisions set forth herein.

(l) Wildlife. Wildlife in its natural state within the Property is encouraged. The residential usage of the Property will be accomplished in a manner to encourage and protect all wildlife, and no feeding, hunting,

taking, or harassment of any wildlife shall be allowed excepting the destruction or removal of rodents, vermin or destructive wildlife pursuant to Colorado law. Under no circumstances shall domestic animals be permitted to molest or interfere with such wildlife. Further, each Owner acknowledges and assumes the risk of the presence of wildlife including, but not limited to, bears, mountain lions, coyotes, deer, prong horn and other species of game animals and predators. See CPW website for additional information:

www.cpw.state.co.us/learn/Pages/LivingwithWildlife.aspx

(m) **Fencing.** Lot perimeter fencing shall be allowed subject to the terms of the restrictions and standards shown on the Plat. The term "lot perimeter fencing" is defined to mean fences along or near lot lines, fences enclosing a lot or fencing not connected with a building or structure. In any case where a fence is permitted, it is recommended that its specifications comply with current wildlife management practices as determined by the Colorado Parks and Wildlife. The top or top wire of any perimeter fencing shall be no higher than forty-two (42) inches. Further, perimeter fencing shall have a minimum of a 16-inch gap between the ground and the bottom wire and no more than four (4) strands of wire. Additional information can be found on fencing design and construction that is suitable for wildlife at www.cpw.state.co.us Notwithstanding, interior fences, screens, or walls which are associated with a building or structure and fences designed and constructed to define or enclose garden or yard areas, courtyards, driveways, or entrances are permitted, subject to the requirements herein. Exclusionary fencing around the residence, gardens, or other vegetation shall be constructed of wood or other material conforming to the natural surroundings and other structures. Ornamental fencing with sharp vertical points or projections extending beyond the top rail and barbed wire fencing is prohibited.

(n) **Control of Noxious Weeds.** All Owners shall be responsible for controlling the growth and spread of noxious weeds on their property in accordance with the Chaffee County Weed Management Plan and all other applicable laws or regulations. The cost of compliance with the Weed Management Plan as it pertains to any common area or roadway shall be a Common Expense of the Association.

- (i) The developer, owner and/or homeowner's association shall be responsible for the weed management of the common roads, and common site elements during the development process.
- (ii) The developer, owner and/or homeowner's association shall be responsible for the weed management of individual lots until they have been purchased by a private party.
- (iii) Once a lot is purchased, the weed management on a privately held property shall be the responsibility of the individual property owner. Once all lots have been purchased owner and/or homeowner's association shall be responsible for the weed management maintenance.
- (iv) Developer will sign weed management agreement and pay original plan fee to Chaffee County Noxious Weed Department upon development approval.

(o) **Fire Protection.** Minimal defensible space requirements for fire protection shall be observed during construction of improvements. Owners are encouraged to engage in building practices and utilize building materials that are fire resistant. Wood shingles shall be prohibited.

(p) **Mining and Drilling.** No oil or gas drilling, oil or gas development operations, oil refining, exploration activities, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot.

(q) **Drainage.** Drainage easements and requirements are described in the Plat and in addition, under no circumstances shall the drainage characteristics of any Lot as established by Declarant and approved by governmental agencies, be altered by any Owner or his agents or assigns, during the course of landscaping, subsequent construction within the lot or by erosion that is a direct result of lack of landscaping or maintenance. Bioswales allow for the collection, conveyance, filtration, and infiltration of stormwater. Drainage swales,

channels and easements established by Declarant shall not be altered, obliterated, or blocked by an Owner or his agent. Notwithstanding the forgoing, an alteration may be permitted with the prior written approval of the Declarant or the Association, and any and all proper governmental agencies or authorities. Each Owner or his agent shall be responsible for maintaining such grades, swales, and easements within his Lot once they have been established by the Declarant, and to keep any drainage improvements of culverts located within a Lot free of debris. Each owner or his agent shall be responsible for taking measures to prevent and control erosion on his Lot.

(r) Storage Tanks. Any tank used in connection with any dwelling or other structure on any parcel including tanks for storage of gas, fuel oil, oil, or water shall be screened from view by appropriate interior fencing or placement.

(s) Parking. Prior to and During Construction. Prior to the time a permanent single- family residential dwelling has been constructed on a Lot, no vehicles of any kind, including, but not limited to, commercial vehicles, recreational vehicles, trailers, campers, or motor homes, may be parked, used as a residence, stored, or maintained on any Lot. However, during construction, an Owner may reside on a Lot temporarily in a recreational vehicle, subject to County approval, if necessary.

(t) Parking and Storage After Completed Construction. Each owner shall be permitted to park or store on a Lot up to two (2) trailers including, but not limited to, the following types:

- a. self-contained motor home or camper trailer;
- b. livestock trailer;
- c. boat and boat trailer; and
- d. utility trailer. So long as the trailers are in operable condition and do not appear to be junk or salvage trailers.

No other additional vehicle or trailer, including without limitation, any boat, trailer, camper, or self-contained motorized vehicle or motor home, shall be parked, stored, or maintained on any Lot unless such is concealed with a garage. The intent of this provision is to prevent ongoing recreational or commercial vehicle traffic, to avoid the appearance of Property being used as a trailer or RV park, and to otherwise maintain the residential nature of the Property. Up to three operable (3) vehicles may be parked on a Lot and outside of a closed structure, for a period not to exceed seventy-two (72) hours.

(u) Lighting and Noise. No lights, including, but not limited to vapor lights, shall be emitted from any Lot which are unreasonably bright or cause unreasonable glare; no sounds shall be emitted from any Lot which are unreasonably loud or annoying; and no odor shall be emitted from any Lot which is noxious or unreasonably offensive to other Owners. Exterior lights shall be downcast or shielded lighting.

(v) Noxious Activities. No noxious, offensive, or unsightly activity shall be conducted on any Lot, nor shall anything be done or placed on a Lot or the Property which is or may become a nuisance or cause disturbance or annoyance to others, or which may pollute the Property or create an environmental hazard. Camping on Lots shall not be permitted.

(w) Driving. Respect your neighbors, children, and pets. You are living in a rural community where the subdivision common roads connects with a low volume county road. Respect local speed limits and road conditions. Reduce speeds on hills and near driveways for the safety of others.

(x) Signs. With the exception of a "for rent" or "for sale" sign, which shall not be larger than 5.25 square feet, no advertising signs or billboards shall be erected or permitted to remain on any parcel within the Property. Notwithstanding the foregoing, Owners may display political campaign signs during campaign season in accordance with state, local ordinances, and regulations, or as may be determined by the Declarant or the Association.

(y) Towers and Antennas. No towers and no exposed or outside radio, television, or other electronic antennas, with the exception of no more than two (2) satellite units not larger than 18 inches in diameter will be allowed.

(z) Burning. There shall be no burning of trash, garbage, or refuse within the Property. Burning of leaves or other vegetation shall be allowed provided that such burning is done in such a manner as to not endanger any structure within the Property and must comply with all applicable regulations and laws.

(aa) Firearms and Hunting. No firearms shall be discharged within the boundaries of the Property.

(bb) Outside Clothes Lines. Outside drying of laundry shall be permitted if screened from view from roads, driveways, and other residences.

ARTICLE IV

I GENERAL PROVISIONS

Section 4.1 Enforcement.

(a) The Declarant, any Owner, and the Association shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.

(b) Failure by the Declarant, any Owner, or the Association to enforce any provision, covenant, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(c) In any civil action to enforce any provision, covenant, or restriction, or to seek reimbursement of expenses incurred by a non-violating Owner as provided under this Section, the prevailing party shall be entitled to an award of reasonable costs and attorney fees.

Section 4.2 Remedies. Every violation of this Declaration of Covenants, Conditions and Restrictions is hereby declared to be, and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner will be applicable. Without limiting the generality of the foregoing, these Covenants may be enforced as provided below.

(a) Fines for Violations. The Declarant or Association may adopt a schedule of fines for failure to abide by this Declaration of Covenants, Conditions and Restrictions, Association Documents, including fines for failure to obtain any required approval from any agency or organization.

(b) Removal of Nonconforming Improvements. The Declarant or Association, after reasonable notice to the offender and, if different, to the Owner, may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove any offense or improvement existing or constructed, reconstructed, refinished, altered, or maintained in violation of these Covenants. The Owner will immediately reimburse the Declarant or Association for all expenses incurred in connection with such removal.

Section 4.3 Limitation of Liability. Neither the Declarant, the Association nor any officer or member of the Board will be liable to any party for any action or failure to act with respect to any matter arising by, through or under the Association Documents or law, if the action or failure to act was made in good faith. The Association will indemnify officers or Board members with respect to any act taken in their official capacity to the extent provided under Colorado law. Further, Declarant shall not be liable to any party for any claim, demand, liability, damages, or cause of action arising from or in any way connected to action taken by Declarant or any failure to act in Declarant's capacity as Declarant, if the action taken or failure to act was in good faith and without malice.

(a) Radon Non-Liability. Declarant assumes no liability for any Radon on the Property and has no knowledge regarding the existence of Radon on the Property.

Section 4.4 Severability. Invalidation of any one or more provision in this Declaration of Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provision which shall

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Chaffee County Clerk

remain in full force and effect.

Section 4.5 Declaration and Plat Amendments. The covenants, conditions, restrictions, and liens of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (20) years. Prior to the transfer of the first Lot to any third party not related to or associated with Declarant, Declarant may amend this Declaration and the Plat at the Declarant's sole discretion. In addition, Declarant hereby reserves and is granted the right and power to record minor or technical amendments to this Declaration and the Plat at any time for the purpose of correcting spelling, grammar, dates, typographical errors, scrivener's errors, or as may otherwise be deemed necessary by the Declarant to clarify the meaning of any provisions, without the consent of any of the Owners or first mortgagees or beneficiaries of deed(s) of trust. After the transfer of the first Lot as provided herein, this Declaration may be amended, at any time, by the Declarant or the affirmative vote of the Owners of four (4) of Lots 1-6 after four (4) Lots have been sold. If authorized by a vote of four (4) Owners of Lots 1-6, a representative of the Association shall be authorized to execute and cause any such amendment to be recorded in the real property records of the Office of the Clerk and Recorder, Chaffee County, Colorado.

Section 4.6 Assignability. Declarant's rights hereunder shall be freely assignable.

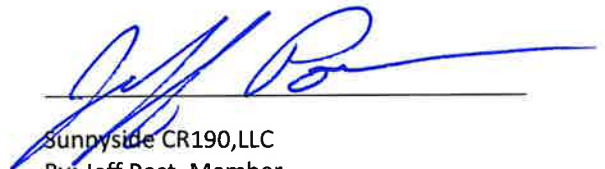
Section 4.7 No Partition, Subdivision, Combining Lots. No action shall be brought for partition of a Lot between or among the Owners thereof. Each Owner hereby expressly waives any and all such rights of partition. Further, the Lots shall not be subdivided. This Section shall not, however, be interpreted to prevent adjustments to Lot lines agreed to by the Owners of the Lots affected. Lot line adjustments and combining Lots shall not be permitted without written approval of the Declarant or the Association as the case may be, and Chaffee County. If an Owner combines two or more Lots with the intent of creating one Lot, such resulting Lot shall continue to have the full share of Common Expenses originally assigned to the Lots so combined.

Section 4.8 Notices. Any notices, certificates, demands or the like required or permitted hereunder shall be in writing and delivered either in person to the party to which such notice is to be given, or by United States Mail, Certified, Return Receipt Requested, postage fully prepaid, to the addresses designated in writing and delivered as provided herein to the Association by each Owner upon transfer of title. If no such notice of address is provided, the Association shall have the right to demand an address be designated and, if not designated, the Association may use the address shown on the recorded deed or other instrument by which title to the Lot was taken. Notice shall be deemed as having been given upon personal deliver or three (3) days after deposit in the U.S. Mail.

IN WITNESS WHEREOF, the foregoing was acknowledged and executed this Day of June 28th, 2022.



Sunnyside CR190, LLC
By: Shawn Allison, Member



Sunnyside CR190, LLC
By: Jeff Post, Member

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Legal Description Exhibit A

Peak View Subdivision

LOT 2, PEAK VIEW HERITAGE WATER SUBDIVISION EXEMPTION

AS SHOWN ON PLAT FILED AT RECEPTION NO. 474637

CHAFFEE COUNTY, COLORADO

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Legal Description Exhibit B

Peak View Subdivision – Road and Drainage Plans

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Chaffee County Clerk



Contract & Material
The Contractor shall verify and be responsible for all dimensions. DO NOT SCALE. All dimensions shall be in feet and inches. The Contractor shall verify all dimensions and report any discrepancies to the Engineer immediately. The Contractor shall be responsible for all dimensions. DO NOT SCALE. All dimensions shall be in feet and inches. The Contractor shall verify all dimensions and report any discrepancies to the Engineer immediately.

John Babbitt

Professional Seal & Description



Legend

Rev	By	Date
1	John Babbitt	6/29/2022

Rev	By	Date
1	John Babbitt	6/29/2022

Sheet Name	Project No.	Revision	Scale
COVER	202100425	NTS	Horizontal Scale

PEAK VIEW SUBDIVISION ROADWAY & DRAINAGE PLANS OCTOBER 2021



TABLE OF CONTENTS

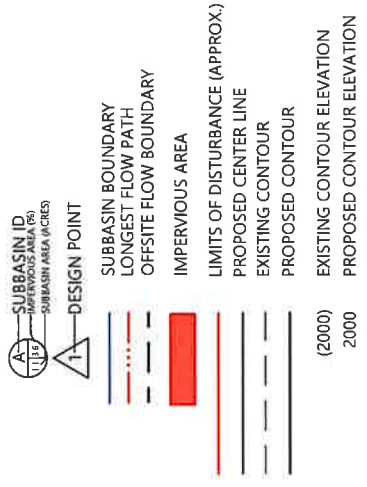
Sheet Number	Sheet Title
1	COVER
2	GENERAL NOTES
3	SITE OVERVIEW
4	PLAN & PROFILE
5	CROSS SECTIONS
6	CROSS SECTIONS
7	CROSS SECTIONS
8	DRAINAGE MAP-EXISTING CONDITIONS
9	DRAINAGE MAP-PROPOSED CONDITIONS
10	DRAINAGE ANALYSIS
11	TYPICAL ROAD CROSS SECTION DETAIL

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GENERAL NOTES & LEGEND

1. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR TO CALL FOR UTILITY LOCATOR AT LEAST 3 CALENDAR DAYS BEFORE EXCAVATION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL ABOVE GROUND AND UNDERGROUND UTILITIES. IN THE EVENT THAT THE CONTRACTOR UTILITY VERIFICATION RESULTS IN EXISTING STRUCTURES OR UTILITIES BEING IN CONFLICT WITH THE PROPOSED WORK OF THIS CONTRACT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY UTILITIES AND COORDINATE ANY NEEDED MODIFICATIONS TO THE PROPOSED WORK.
2. THE CONTRACTOR SHALL COORDINATE WITH ALL AFFECTED UTILITY OWNERS TO ESTABLISH THE REQUIREMENTS AND METHODS TO ACCOMMODATE THE PROTECTION, TEMPORARY SUPPORT, ADJUSTMENT OR RELOCATION OF UTILITIES PRIOR TO THE START OF CONSTRUCTION.
3. OVERHEAD UTILITIES ARE NOT INDICATED ON PROFILE OR SECTION DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND MAINTAINING IN CONTINUOUS OPERATION, ALL EXISTING STRUCTURES, NOT ALL POTENTIALLY IMPACTED STRUCTURES MAY BE SHOWN ON THE DRAWINGS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND PROTECT ALL STRUCTURES INCLUDING BUT NOT LIMITED TO STREETS, CURB AND GUTTER, BRIDGE PIERS AND ABUTMENTS, CREEK BANK PROTECTION OF VARIOUS TYPES, CREEK DROP STRUCTURES, SIGNS, PEDESTRIAN WALKS, RETAINING WALLS AND FENCING.
5. THE CONTRACTOR SHALL CONFIRM THE RECEIPT OF ALL NECESSARY PERMITS AND APPROVALS BEFORE THE START OF CONSTRUCTION.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CHAFFEE COUNTY SPECIFICATIONS UNLESS SPECIFICALLY DETAILED OTHERWISE ON THESE PLANS AND ASSOCIATED SPECIFICATIONS.
7. THE CONTRACTOR SHALL MAINTAIN AT THE SITE AT ALL TIMES ONE SIGNED COPY OF THE PROJECT DRAWINGS AND SPECIFICATIONS, ONE COPY OF THE STORMWATER MANAGEMENT PLAN AND ONE COPY OF ALL REQUIRED PERMITS.
8. THE CONTRACTOR SHALL CONDUCT THEIR OPERATIONS IN SUCH A WAY THAT THE AREA OF DISTURBANCE IS MINIMIZED. ALL EXISTING TREES, SHRUBS AND VEGETATION SHALL BE PROTECTED UNLESS OTHERWISE NOTED ON THE DRAWINGS. NO TREES SHALL BE REMOVED WITHOUT APPROVAL FROM THE OWNER.
9. FOR ALL SITE GRADING, SMOOTH, PARABOLIC TRANSITIONS SHALL BE MADE BETWEEN CHANGES IN SLOPE. ALL FILL MATERIAL SHALL BE COMPACTED.
10. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING STABLE EXCAVATIONS AND TEMPORARY SLOPES AND FOR SATISFYING ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.
11. THE CONTRACTOR SHALL PREPARE AND MAINTAIN THE STORMWATER MANAGEMENT PLAN AND OBTAIN THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THROUGH THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND ALL OTHER APPROPRIATE FEDERAL, STATE AND LOCAL PERMITS.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT DRAWINGS TO BE SUBMITTED TO OWNER. IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
13. THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IF REQUIRED BY CHAFFEE COUNTY.
14. CHANGES TO THESE DESIGN PLANS SHALL NOT BE ALLOWED UNLESS APPROVED IN WRITING BY THE DESIGN ENGINEER RESPONSIBLE FOR SIGNING AND SEALING THESE PLANS.
15. ALL SURVEY DATA OTHER THAN AERIAL IMAGERY AND TOPOGRAPHY WAS COLLECTED AND PREPARED BY LANDMARK LAND SURVEYING & MAPPING (OCTOBER 14, 2020) AND IS PRELIMINARY.



Copyright © 2022
 All rights reserved. This drawing is the property of the owner. The contractor shall be responsible for all errors, omissions, and damages, including those caused by any and all parties who rely on this drawing. No warranty is made by the contractor for any and all parties who rely on this drawing.

John Conradi/Arch

Horizontal Scale & Orientation

Legend

By	Appr	Yr/Mod

Client/Project
 SHAWN ALISON & JEFF POST
 PEAK VIEW SUBDIVISION
 CHAFFEE COUNTY, CO

Sheet Name
 GENERAL NOTES

Project No
 2021100425 NTS

Horizontal Scale

Meet 2 of 11

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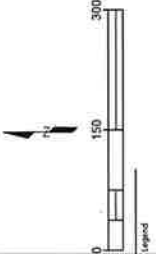
Lori A Mitchell
 Chaffee County Clerk



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 All Conveyance data was collected by hand measurement. All
 boundary lines were surveyed and shown on this plan as to
 the ground. The survey was conducted by hand measurement
 with the use of a surveying instrument. The survey was
 conducted by hand measurement.

Map Scale

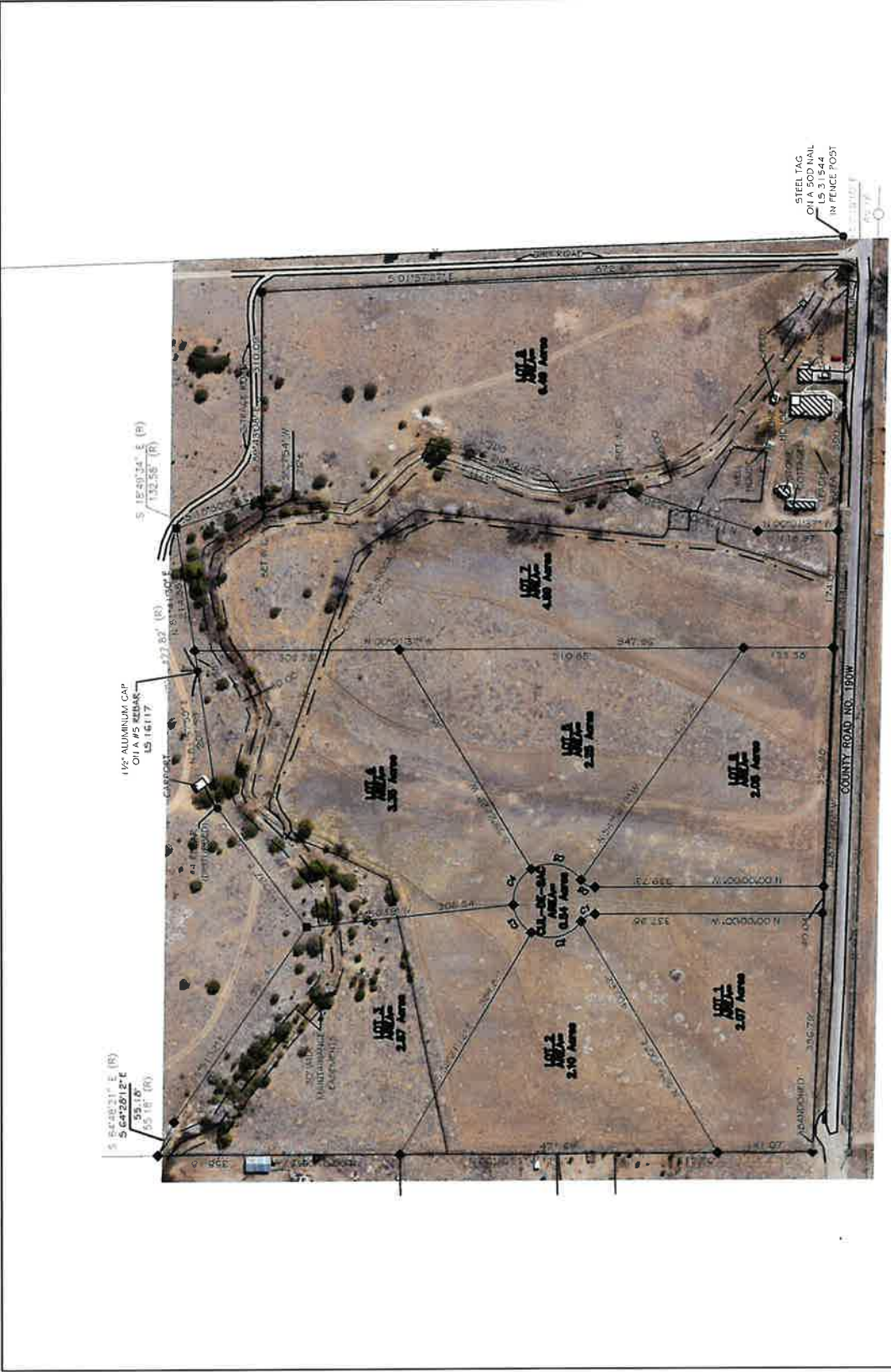
Horizontal Scale & Orientation



Legend

BY	APPROVED	DATE	BY	APPROVED	DATE
BY	APPROVED	DATE	BY	APPROVED	DATE
BY	APPROVED	DATE	BY	APPROVED	DATE

STEEL TAG
 ON 1" DIA. PIPE
 IN FENCE POST



NOTES:
 1. ALL SURVEY DATA OTHER THAN AERIAL IMAGERY
 AND TOPOGRAPHY WAS COLLECTED AND
 PREPARED BY LANDMARK LAND SURVEYING &
 MAPPING (OCTOBER 14, 2020) AND IS
 PRELIMINARY.

Sheet Name

SITE OVERVIEW

202100425

Project No

1" = 150'

Horizontal Scale

Sheet 3 of 11

Client/Project
 SHAWN ALISON & JEFF POST
 PEAK VIEW SUBDIVISION
 CHAFFEE COUNTY, CO

Permit/Seal

DATE

BY

DATE

BY

DATE

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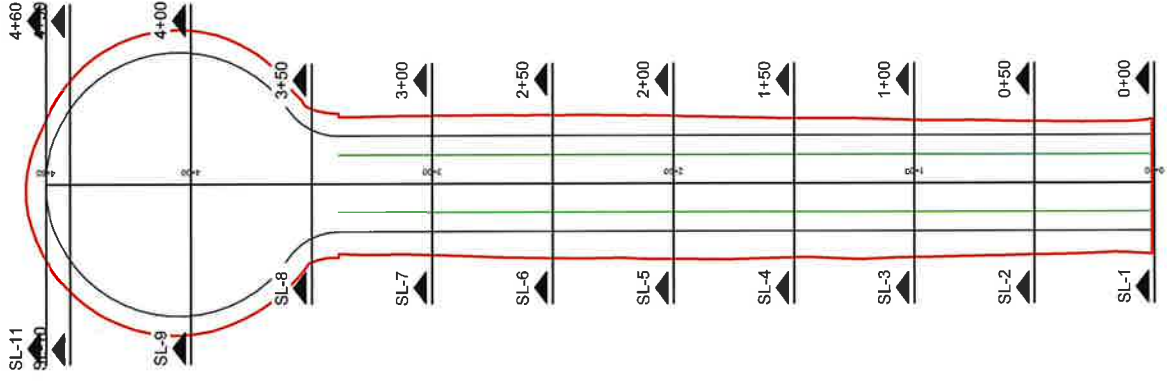
City of Mansfield
City Engineer
The Contractor (Subcontractor) is responsible for all dimensions. DO NOT SCALE dimensions. Always verify dimensions. All dimensions shall be reported to the City Engineer. The City Engineer will review and approve all dimensions submitted by the Contractor. All dimensions shall be reported to the City Engineer.

Map Commission

Horizontal Scale & Dimension



Ungraded



Prepared	By	App'd	BYM/DD
Checked	By	App'd	BYM/DD
Drawn	By	App'd	BYM/DD
Scale	1/4" = 10'	1/8" = 5'	3/16" = 2'
Project No.	202100425	City	Mansfield
Sheet No.	18 of 24	Design	BYM/DD

Client/Project
SHAWN ALISON & JEFF POST
PEAK VIEW SUBDIVISION
CHAFFEE COUNTY, CO

Sheet Name
CROSS SECTIONS

Project No.
202100425 1" = 50'

Horizontal Scale

Sheet 5 of 11

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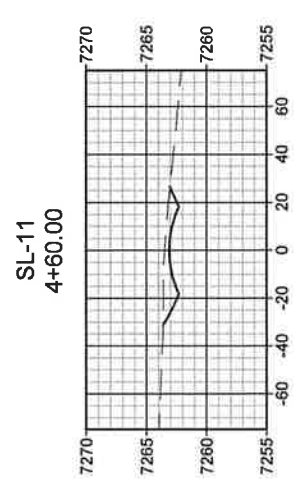
Client's Approval
I hereby approve this plan for construction for the project identified herein, subject to the provisions of the applicable laws, rules and regulations, and subject to the conditions stated herein and the plans of the applicant as approved by the appropriate authority.
[Signature]
Sub-Committee:

Horizontal Scale & Orientation



Legend

Date	By	Appd	BYVAT/ED



Client/Project
SHAWN ALISON & JEFF POST
PEAK VIEW SUBDIVISION
CHAFFEE COUNTY, CO

Sheet Name
CROSS SECTIONS

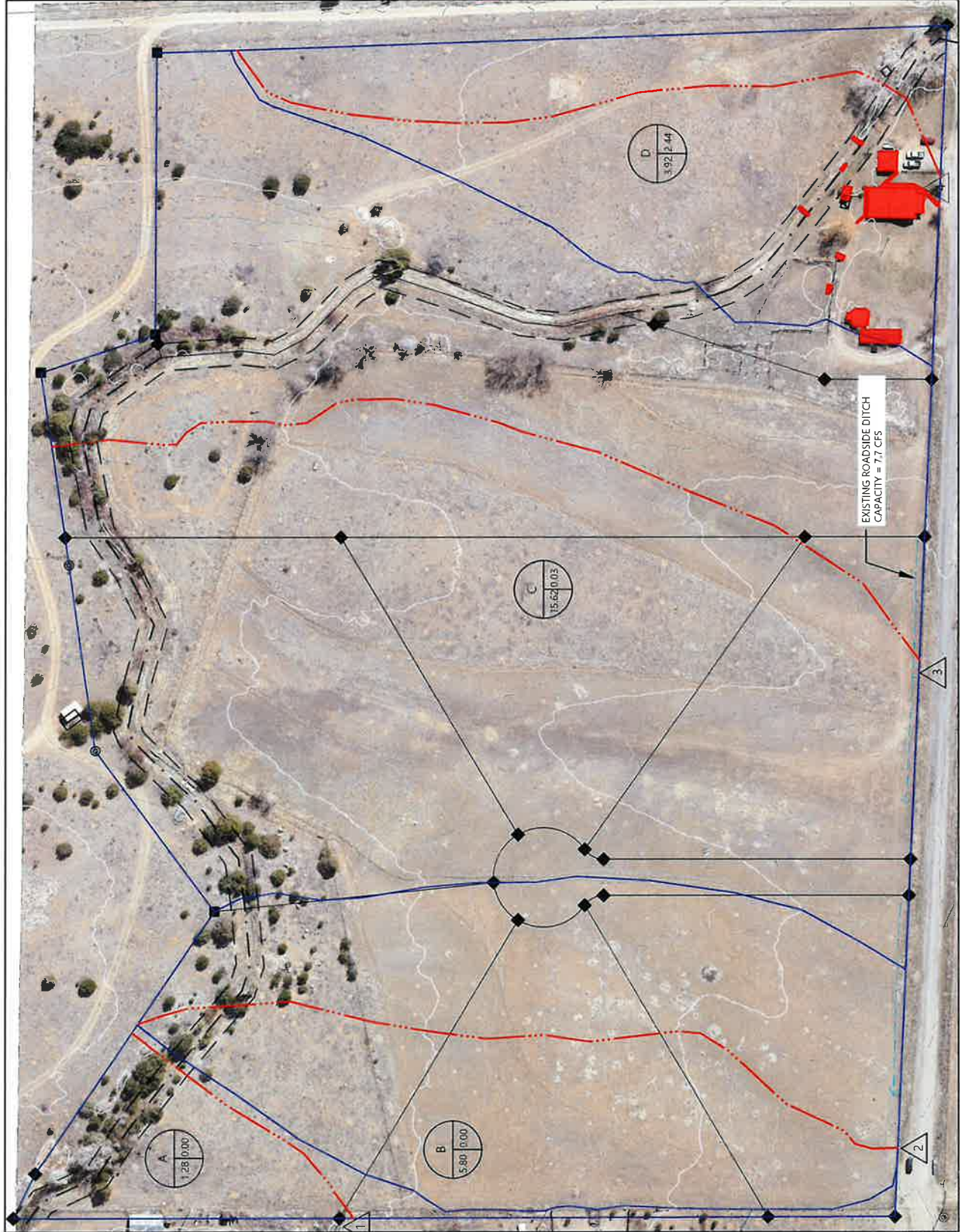
Project No.
2021.00425

Sheet 7 of 11

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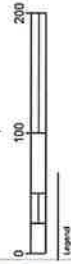
Lori A Mitchell
Chaffee County Clerk



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Scale: As Shown

Horizontal Scale: As Shown



Legend
 A - SUBBASIN ID
 B - IMPERVIOUS AREA (%)
 C - SUBBASIN AREA (ACRES)
 1 - DESIGN POINT

SUBBASIN BOUNDARY
 LONGEST FLOW PATH
 OFFSITE FLOW BOUNDARY
 IMPERVIOUS AREA

Revision	By	Date	Description
1	Appld	11/11/2020	
2	Appld	11/11/2020	
3	Appld	11/11/2020	
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18	Appld	11/11/2020	
19	Appld	11/11/2020	
20	Appld	11/11/2020	

Permit Name: _____
 Drawn: _____
 Check: _____
 Date: 11/11/2020

Client/Project:
 SHAWN ALISON & JEFF POST
 PEAK VIEW SUBDIVISION

CHAFFEE COUNTY, CO

Sheet Name:
 DRAINAGE MAP-EXISTING CONDITIONS

Project No.: 202100425

Scale: 1" = 100'
 Horizontal Scale

Sheet B of 11

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481517 6/29/2022 3:43 PM
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NOTES:
1. ASSUME NO DETENTION NEEDED SINCE PEAK FLOWS DO NOT INCREASE BY MORE THAN 1 CFS DURING THE 25-YEAR EVENT.

ALL PROPOSED LOTS ARE ASSUMED TO HAVE 2,550 SQUARE- FEET OF IMPERVIOUS AREA, WHICH INCLUDES HOUSE & DRIVEWAY. LOCATIONS ARE ESTIMATED. (TYP).

PROPOSED ROADSIDE DITCH
CAPACITY = 16 CFS
25-YEAR FLOW = 0.67 CFS
SEE ROADWAY PLAN FOR DITCH DETAIL

EXISTING ROADSIDE DITCH
CAPACITY = 7.7 CFS

PROPOSED 15-INCH CMP CONDUIT CAPACITY = 3 CFS

PROPOSED ROADSIDE DITCH
CAPACITY = 16 CFS
25-YEAR FLOW = 0.42 CFS
SEE ROADWAY PLAN FOR DITCH DETAIL

Horizontal Scale & Orientation

0 100 200

Project ID:
A-181517

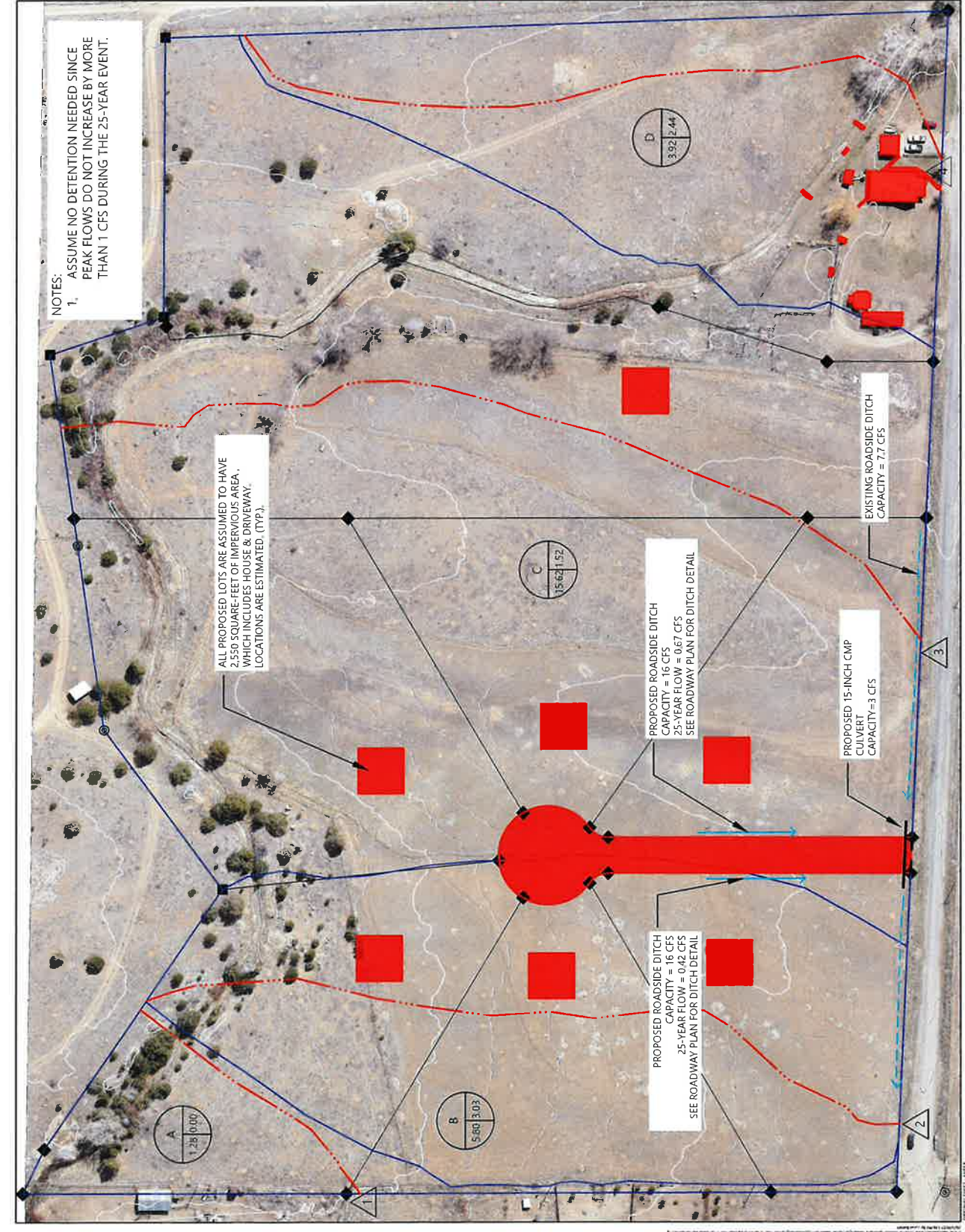
SUBBASIN ID:
SUBBASIN AREA (ACRES)

DESIGN POINT

— SUBBASIN BOUNDARY
- - - LONGEST FLOW PATH
- - - OFFSITE FLOW BOUNDARY
■ IMPERVIOUS AREA

NO.	DATE	BY	APP'D	BY
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Scale Name:
Date:
By:
App'd:
Checked:
Design:
Permit:
Special:
1/8" = 100'



Client/Project
SHAWN ALISON & JEFF POST
PEAK VIEW SUBDIVISION
CHAFFEE COUNTY, CO

Sheet Name
DRAINAGE MAP-PROPOSED
CONDITIONS
202100425
1" = 100'
Project No. 202100425
Date: 202100425
Scale: 1" = 100'

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