

2nd AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR
SUN MEADOW ESTATES SUBDIVISION

September 1, 2017

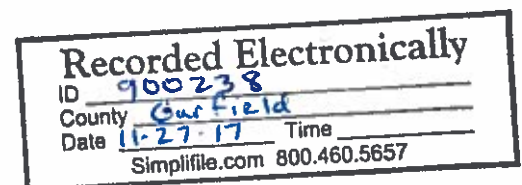


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ARTICLE I
GENERAL PURPOSE OF COVENANTS, SUBMISSION, DEFINED TERMS, DESCRIPTION

1. **Purpose.** These second amended and restated Covenants shall govern and be applicable to that certain real property situated primarily within Garfield County, Colorado, known as the Sun Meadow Estates Subdivision (hereinafter "Subdivision" or "Sun Meadow Estates"), as defined and described in the Final Plat (hereinafter "Final Plat") heretofore recorded as **Reception No. 648958** in the office of the Clerk and Recorder for Garfield County, Colorado on 03/26/04, which Final Plat is incorporated herein by reference and supplant and replace in its entirety, THE DECLARATION OF PROTECTIVE COVENANTS FOR SUN MEADOW ESTATES SUBDIVISION heretofore recorded in the records of the Clerk and Recorder for Garfield County Colorado on 03/20/04 as **Reception No. 648960**. It is the intention of the owners of Sun Meadow Estates expressed by its execution of this instrument, that the lands within Sun Meadow Estates be developed and maintained as a highly desirable residential area. It is the purpose of these Covenants to preserve the present natural beauty and character of the property along with the views and setting of the Subdivision to the greatest extent reasonably possible, and the lots therein shall always be protected as much as possible with respect to uses, structures, landscaping, and general development as permitted by this instrument.
2. **Property Submission.** This Subdivision is hereby submitted, as now shown on the Final Plat together with all easements, rights-of-way, and appurtenances thereto and any buildings, fixtures, and improvements there on (hereinafter "Property") to the provisions of the Colorado Common Interest Ownership Act, which is set forth at C.R.S. §38-33.3-101 et seq. (Hereinafter "Act") and to this Declaration. In the event the Act is repealed, the provisions of the Act on the effective date of this Declaration shall remain applicable here to. This Declaration shall run with the land and shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, devisees, legal representatives, successors, and assigns and shall inure to the benefit of each and every Owner.
3. **Defined Terms.** Each capitalized term not otherwise defined in this Declaration shall have the meaning specified or used in the Act.
4. **Name of Common Interest Community.** The name of the common interest Community is "Sun Meadow Estates Subdivision".
5. **Type of Common Interest Community.** The type of Common Interest Community is a planned community.
6. **Association Name.** The name of the Association is the "Sun Meadow Estates Homeowners Association", a Colorado nonprofit corporation (hereinafter "Association").
7. **Property Location.** The Property constituting the Common Interest Community is located within the County of Garfield, State of Colorado.
8. **Property Description.** The Property shall consist of thirty-three (33) single-family lots (hereinafter "Lot" or "Lots") which are more particularly described on the Final Plat of the Sun Meadow Estates Subdivision.

ARTICLE II
OWNERS - HOMEOWNERS ASSOCIATION

1. **Membership.** All persons or other entities (hereinafter referred to as "Owners"), who own or acquire the title in fee to any of the Lots within the Subdivision by whatever means acquired shall automatically become members of the Association in accordance with and subject to the Articles of Incorporation, Bylaws, procedures, rules, regulations and policies of the Association, as the same may be duly amended/adopted from time to time. An Owner shall not transfer, pledge, encumber or alienate his membership in any way, except upon the sale or encumbrance of his Lot and then only to the purchaser or Mortgagee of his Lot. The Association shall have one (1) class of membership consisting of all Owners. Each Owner shall be entitled to vote in Association matters pursuant to this Declaration on the basis of one vote for each Lot owned.
2. **Purpose.** The Association, through its Executive Board, shall be authorized and empowered to take each and every step necessary or convenient for the implementation and enforcement of the Covenants contained in this Declaration. The Association shall have the right and the responsibility to maintain, preserve, repair, insure, and otherwise protect and promote the interests of the Owners with respect to all common properties and interests of the Owners and the Association. The Association shall be governed by its Articles of Incorporation and Bylaws as may be amended from time to time.
3. **Executive Board.** The affairs of the Association shall be governed by an Executive Board consisting of three (3) members elected by the Owners.
4. **Implied Rights.** The Executive Board may exercise for the Association all powers, duties, and authority vested in or delegated to the Association, and not reserved to the Members by other provisions of this Declaration or the Articles or Bylaws of the Association or as provided by law.
5. **Indemnification.** To the full extent permitted by law, each officer and director of the Association shall be and is hereby indemnified by the Owners of the Association against all expenses and liabilities, including attorneys' fees, seasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer or director of the Association, or any settlements thereof, whether or not they are an officer or director of the Association at the time such expenses are incurred; except in such cases wherein such officer or director is adjudicated guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification shall apply only when the Executive Board approves such settlement and reimbursement as being in the best interests of the Association.
6. **Notice to Owners.** Notice to an Owner of matters affecting Sun Meadow Estates by the Association or by another Owner shall be sufficiently given if such notice is in writing and is delivered personally, by courier, or private service delivery or on the third business day after deposit in the mails for registered or certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Owner's Lot.
7. **Domestic Water.** Potable water shall be supplied to each lot by a domestic water distribution system ("Potable System") which shall be owned, operated and maintained by the Association. The Association shall be responsible for ensuring that the Potable System is operated at all times in compliance with the Colorado Primary Drinking Water Regulations, 5 CCR 1003-1 (Colorado Code of Regulations) and under the supervision of water treatment plant operator duly certified under 5 CCR 1003-2. All water use shall be metered by water meters or other measuring devices approved by the Association, which meters or

measuring devices shall be installed at Owner's sole cost. The Association shall be responsible for setting all rates, fees or charges for the provision through the Potable System of water service to each Lot, which rates, fees and charges will be sufficient pay for all costs incurred in providing the same, including but not limited to, the yearly costs owned by the Association under the West Divide Water Conservancy District water allotment contract, **Contract No. 000621188A** and the costs required to maintain a sufficient operating reserve(s). Each Owner shall pay to the Association the rates, fees or charges applicable to his respective Lot. The obligation of Owners to pay the Association for such water service shall be a personal obligation of the Owner which the Association shall have the power and duty to enforce.

The Association's obligations and duties relative to the provision potable water through the domestic system shall be subject to the terms, conditions and provisions contained within the Agreement entitled, **TAP AND WATER SERVICE AGREEMENT**, executed on 02/11/03 and recorded in the records of the Clerk and Recorder for Garfield County, Colorado on 05/26/04 in **Book 1571, at Page 684 and Reception No. 648957**.

A. Hazardous Cross-Connections. The Association shall enforce all regulations governing uncontrolled cross connections, to wit:

- i. The Potable System shall have no un-controlled cross-connections to a pipe, fixture, or supply, any of which contain water not meeting the provisions of the Colorado Primary Drinking Water Regulations, 5 CCR 1003-1. For the purpose of this provision, "cross-connection" means any unprotected actual or potential connection or structural arrangement between a public or a consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance not meeting drinking water requirements under the Colorado Primary Drinking Water Regulations. By-pass arrangements, jumper connections, removable sections, swivel or change-over devices through which or because of which "backflow" can or may occur are considered to be cross-connections;
- ii. All potential hazardous service connections shall be identified;
- iii. All users shall be required to install and maintain containment devices;
- iv. All containment devices shall be approved by the Association upon installation;
- v. All containment devices shall be tested and maintained as necessary on installation and at least annually thereafter, by a trained cross-connection control technician;
- vi. The Association shall retain maintenance records of all containment devices. These records shall be available for inspection by Department personnel. All maintenance records shall be maintained by the Association for a period of three (3) years;
- vii. Owners shall notify the Association of any cross-connections within ten (10) calendar days of its discovery. The cross-connection shall be corrected within ten (10) days of being ordered in writing by the Association to correct the problem; and
- viii. The failure on part of the Owners(s) to comply with the above provisions may result in the termination of water service.

B. Irrigation Limitations. Water provided through the Potable System shall be used to irrigate no more than five hundred (500) square feet of lawns and/or gardens and not more than 2 animals per Lot.

8. Irrigation Water. Non-potable irrigation water shall be supplied to each Lot by a central irrigation system which shall be owned, operated and maintained by the Association. (Non-Potable System") The irrigation water so supplied shall be used solely for the irrigation of grasses, shrubs, trees and other foliage located upon the Property as permitted by the Association and limited under this Declaration and the Final Plat. The Association shall be responsible for setting all rates, fees or charges for the provision through the Non-Potable System of water service to each Lot, which rates, fees and charges will be sufficient to pay all

costs incurred in providing the same, including but not limited to, any and all periodic costs owned by the Association to the Farmers Irrigation Company or the Silt Water Conservancy District and the costs required to maintain a sufficient operating reserve(s). The rates, fees or charges assessed against each Lot receiving irrigation water shall be the personal obligation of the Owner thereof which the Association shall have the power and duty to enforce. Additional rules and regulations concerning the use, and operation of the Non-Potable System and the amounts of water supplied therein may be promulgated by the Association and, if so promulgated, shall be binding upon each Lot Owner.

9. Wastewater Treatment. Wastewater treatment shall be supplied to each Lot by individual sewage disposal systems ("ISDS") installed by each Owner and maintained by the Association in accordance with the provisions of the Guidelines on Individual Sewage Disposal Systems promulgated by the Colorado Department of Health (5 CCR 1003-6) and the ISDS Maintenance Plan set forth in this Article at Paragraph 10. The Association shall be responsible for setting all rates, fees or charges for inspecting, maintaining and repairing each individual system and such rates, fees or charges assessed by the Association against each Lot for such inspection, maintenance and repair shall be a personal obligation of the Owner thereof which the Association shall have the power and duty to enforce.

10. ISDS Management Plan.

- A. In order to ensure that each ISDS installed within the Property is inspected on a regular basis and properly maintained, the responsibility and authority for such inspection and maintenance shall be vested exclusively within the Association. This management plan is not intended to provide for common ownership of the ISDS's or to provide common funding for the construction, repair or replacement thereof, such ownership and responsibility for construction, repair and maintenance to remain with the Owner.
- B. In accordance with the above, the Association shall:
- i. Retain at all times, the services of qualified personnel to inspect the ISDS's and to perform all maintenance and repairs necessary to ensure that the same are installed properly and remain in good operating condition.
 - ii. Inspect the operating components of each ISDS within (30) days of being placed into operation; thereafter, each ISDS shall be inspected at least yearly;
 - iii. Maintain at all times written or other permanent records documenting the date each ISDS was inspected or tested, the results of such inspections or tests and the extent of all maintenance and/or repairs performed. All documents maintained by the Association pursuant to this provision shall at all times be available for inspection by the Owners and /or authorized representatives Garfield County Department of Building and Planning.
- C. The following provisions shall apply in the event the estimated maintenance or repair costs required of any ISDS exceed in total during any one calendar year, \$1000.00:
- i. The Association shall give the Owner written notice of the nature and extent of the work necessary to return the ISDS to good operating condition. And
 - ii. Within thirty (30) days of receipt of such notice, Owner shall at his or her own expense cause to be completed the repairs set forth within the notice. In the event Owner fails to complete such repairs within this time period to the satisfaction of the Association, the Association shall have the authority, in addition to any other remedy provided within this Declaration or the Act, to take any of the following actions:
 - a. To impose against Owner, a fine not to exceed \$200.00 for each day in which the System remains unrepaired; and/or
 - b. To discontinue domestic water service to Owner's Lot; and/or
 - c. To complete on behalf of the Owner the required repairs to the ISDS. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand.

11. **Roads.** The Association shall maintain and keep all of the roads and right-of-ways encompassing said roads within the Subdivision which have been dedicated to the County in good repair and the cost of such maintenance shall be funded as provided in Article VI. This maintenance shall include, but shall not be limited to, the upkeep, repair, and replacement of said roads which shall include, but not be limited to, snow removal services and the management and control of all noxious weeds, including but not limited to all those identified within the Vegetation Management Plan for Bass & Brackett Property attached hereto as Exhibit A and incorporated herein by this reference ("Vegetation Management Plan"), in accordance with the procedures and recommendations contained within the Vegetation Management Plan.
12. **Drainage and Off-Site Irrigation.** The Association shall be responsible for maintaining all drainage ways/structures and irrigation pipes/ditches serving off-site properties in good repair and the cost of such maintenance shall be funded as provided in Article VI. This maintenance shall include, but shall not be limited to, the upkeep, repair and replacement of said drainage ways/structures and irrigation pipes/ditches and the management and control of all noxious weeds, including but not limited to all those identified within the Vegetation Management Plan which may be contained within the applicable easements therefore in accordance with the procedures and recommendations contained within the Vegetation and Management Plan.

ARTICLE III
EASEMENTS AND LICENSES

1. **Recorded Easements.** The Property shall be subject to all easements, licenses, covenants, and restrictions as shown on any recorded plat affecting the Property and to any other easements of record or of use as of the date of recordation of the Declaration including but not limited to, the easements set forth in this Article III.
2. **Utility Easements.** The Association, and the designees of each (which may include, without limitation, the Board of County Commissioners for Garfield County, Colorado and any utility company) easements upon, across, over and under all of the Lots to the extent reasonable necessary for the purpose of installing, replacing, repairing, and maintain cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, irrigation systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. The foregoing easements may traverse the private property of any Owner; provided, however, an easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities, over, under or through any existing dwelling on a Lot and any damage to a Lot resulting from the exercise of an easement shall be reasonably repaired by, and at the expense of, the person or entity exercising the easement. The exercise of an easement shall not unreasonably interfere with the use of any Lot and, except in any emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

The Association specifically reserves the right to convey to the electric company, natural gas supplier and cable television or communications systems supplier and any other utility supplier an easement across the Property for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the

dwelling on the Lot, nor shall any utilities be installed or relocated on the Property, except as approved by the Executive Board.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Executive Board shall have the right to grant such specific, descriptive easement over the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property. The Owner of a Lot subject to such easement shall cooperate with the Executive Board and shall take all actions, including, without limitation, executing any documents evidencing such descriptive easement as reasonably requested by the Executive Board.

3. **Support Easement.** Each Lot is subject to a blanket easement for support and a blanket easement for the maintenance of the structures or improvements presently situated, or to be built in the future, on the Lots.
4. **Emergency Access Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.
5. **General Maintenance Easement.** An easement is hereby reserved and granted to the Association, and any member of the Executive Board or the Manager, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Association Documents or to protect the Association's property.
6. **Blanket Easement.** The Association, its successors and assigns, shall be granted a blanket easement upon, across, over and under the Property, with the exception of building envelopes, for the installation, replacement, repair and maintenance of drainage, ditch, utility and other service lines and system, including but not limited to, water, gas, telephone, television, cable or communication and electric lines and systems and drainage structures and, further, for the purpose of cuts and fills and/or retaining walls adjacent to the Roads as are necessary or desirable for the proper construction, use and maintenance of the Roads. The Association, its successors and assigns, further reserve the right, but not the obligation, to record a document specifying the boundaries of such easements at any time after such utility lines, roadway cuts and fills and/or retaining walls, pedestrian trails or other improvements described above have been constructed.
7. **Association as Attorney-in-Fact.** Each Owner, by his acceptance of a deed or other conveyance vesting in him an interest in a Lot, does irrevocably constitute and appoint the Association with full power of a substitution in the Owner's name, place and stead to deal with Owner's interest in order to effectuate the rights reserved by the Association, as applicable, with full power, right and authorization to execute and deliver any instrument affecting the interest of the Owner and to take any other action which the Association may consider necessary or advisable to give effect to the provisions of this Section and this Declaration generally. If requested to do so by the Association, each Owner shall execute and deliver a

written, acknowledged instrument confirming such appointment. No Owner shall have any rights against the Association or any of their officers or Directors with respect thereto except in the case of fraud or gross negligence.

ARTICLE IV
USE RESTRICTIONS

1. Permitted Uses. Only one (1) single family dwelling, together with structures appurtenant thereto, shall be constructed on any Lot in Sun Meadow Estates. The minimum size of a residential dwelling shall be two-thousand (2000) square feet, exclusive of open porches, decks, carports, basement, and garages.
2. Duplexes/Multi-Family Structures. Duplexes and multi-family structures are strictly prohibited in Sun Meadow Estates.
3. Outbuildings. Owners shall be permitted to build detached garages and other customary accessory buildings, which buildings shall not exceed 1,500 square feet. All such improvements must comply with the Garfield County Subdivision Regulation. Greenhouses shall be permitted within the Subdivision, provided that they do not exceed 500 square feet. No greenhouses or auxiliary building shall exceed 16 feet in height. No accessory buildings shall be constructed prior to the construction of the primary residence.
4. Mobile Homes. No mobile homes shall be constructed or placed within the Subdivision. This prohibition shall not apply to construction trailers which shall be permitted for eighteen (18) months from the date of commencement of construction, office, and storage purposes and shall not be occupied as a residence for any period of time. All other trailer homes or temporary structures of any kind shall be prohibited.
5. Domestic Water. Each structure located within the Property and designed for residential occupancy shall be required to connect to the Potable System.

ARTICLE V
PROPERTY USE RESTRICTIONS AND PROTECTIVE COVENANTS

1. No Further Subdivision. No Lot described in the recorded Final Plat of Sun Meadow Estates Subdivision shall ever be further subdivided into smaller Lots or conveyed or encumbered in less than the full dimensions as shown on the recorded Final Plat of Sun Meadow Estates; provided, however, conveyances or dedications of easements for utilities if approval by the Association Committee may be made for less than all of one (1) Lot. Notwithstanding the foregoing, a Lot line adjustment between two (2) lots in Sun Meadow Estates shall be deemed a permitted subdivision, subject, however, to any reviews or approvals that may be required by the Garfield County Land Use Code.
2. Domestic Animals. Except as expressly limited herein, domestic animals such as dogs, cats, rabbits, caged birds and fish shall be permitted subject to any rules and regulations which may be promulgated by the Association. Owners shall be entitled to keep dogs on their property pursuant to the following

restrictions and limitations and subject to any additional rules and regulations which may be promulgated by the Association:

- A. Dogs shall be kept under the control of their Owners at all times and shall not be permitted to run free or to cause a nuisance in the Property. No dogs shall be allowed beyond the boundaries of the Lot owned by the person(s) where the dog is housed unless leashed and accompanied by a person in full control of such dog.
- B. Dogs shall not be allowed to bark continuously, which shall be defined as barking for a continuous fifteen (15) minute period, including successive barks or a series of barks which repeat or resume following a brief or temporary cessation.
- C. When not accompanied by a person, all dogs shall be leashed, chained, "electric fenced", or kenneled.
- D. All dogs shall be kept reasonably clean, and all Lots shall be free of refuse and animal waste.
- E. Should any dog chase or molest deer, elk or any domestic animals or persons, or destroy or disturb property of another, the Association shall be authorized to prohibit the Owner or any tenant, invitee, event, guest or other user of a Lot from continuing to maintain the offending animal on his property and may take any action necessary to remove the offending animal from the Subdivision. The offending dog owner shall be provided written notice of such action at least two (2) days before removal occurs. Within such two (2) day period, the offending dog shall be kenneled at a licensed kennel. All charges associated with action taken by the Association may be assessed against either the Owner and/or the dog owner, or both, at the Association's sole option.

Notwithstanding the foregoing, no animal may be kept upon a Lot which, in the sole discretion and judgment of the Executive Board, results in any annoyance or is obnoxious to other Owners within the Subdivision.

- 3. Hoofed Animal Prohibition. No hoofed animals of any kind shall be permitted or maintained within the subdivision.
- 4. Underground Utility Lines. With respect to the new construction or extension of any utilities, all water, sewer, gas, electrical, telephone, cable television, and other utility pipes or lines within the limits of Sun Meadow Estates shall be buried underground and not be carried on overhead poles or above the surface of the ground. Any areas of natural vegetation or terrain in Sun Meadow Estates disturbed by the burying of utility lines shall be revegetated by and at the expense of the Owner or Owners causing the installation of the utilities no later than the next growing season following installation.
- 5. Lighting. All exterior lighting (with possible exceptions for lighting necessary for safety) shall be directed toward each applicant's property, shall consist solely of down lighting and shall not be directly visible from outside the Owner's property.
- 6. Fireplaces. No open hearth, solid fuel fireplaces shall be allowed within the Property. One (1) new solid-fuel burning stove, as defined by C.R.S. 25-7-401 et. seq., and the regulations promulgated thereunder, shall be allowed within any dwelling unit. All dwelling units shall be allowed an unrestricted number of natural gas burning stoves and appliances.

7. Wells, Mining, Drilling, or Quarrying. Mining, quarrying, tunneling, excavating, or drilling for any substance within the earth, including, oil, gas, minerals, gravel, sand, rock, and earth, shall not be permitted within the limits of Sun Meadow Estates. No well from which water is produced shall be drilled, nor will storage tanks, reservoirs, or any installation of power, telephone or other utility lines (wire, pipe, or conduit) be made or operated anywhere on the Property except in connection with water wells and works operated by the Association, public agencies or duly certified public utility companies: provided, however, that the foregoing shall not prevent the drilling of or installation of additional water wells.
8. Shiny Materials. No building or improvements shall contain exterior roofs or siding materials which are reflective or shiny.
9. Hunting and Wildlife Control.
 - A. No hunting of any kind shall be conducted within the Property. However, with the approval of the Association, and upon prior consultation with the Colorado Division of Wildlife, a Lot Owner may, consistent with the requirements of law, destroy or remove wildlife which constitutes a nuisance or which may die on their property.
 - B. Each Lot Owner shall be responsible for the removal and disposal of all animal carcasses located on his or her Lot.
 - C. The open storage of junk automobiles, machinery, appliances, junk piles, scrap or any other detritus or material in which skunks, raccoons or other small animals may use for denning sites, on any Lot shall be prohibited.
 - D. To allow for the unimpeded movement of wildlife, the Owners of Lots 1, 2, 3, 4, 5, 11, 14, 15, 16, 27, 28, 31 and 32 shall be prohibited from installing fences of any kind within the drainage easement which traverses these Lots.
 - E. In the event bears become a nuisance with respect to trash containers kept on any Lot within the Subdivision, the Association will require Lot Owners to install bear-proof garbage containers. The Colorado Division of Wildlife shall not be responsible for the removal of bears and mountain lions just because they are spotted or seen in or near the subdivision.
 - F. The Association and each Owner shall fully and forever indemnify, defend, save and hold harmless the Colorado Division of Wildlife and all agents thereof from any and all losses, damages, liabilities, claims or demands arising from or incurred in any way in connection with the destruction or damage to landscaping improvements, fencing ornamental and native plants and garden plants resulting from the activities of wildlife.
10. Completion of Construction. Any construction activity on any Lot in Sun Meadow Estates shall be completed, fully cleaned up, and landscaped within eighteen (18) months from the issuance of a building permit, unless the Lot Owner shall first obtain a variance from the Association to allow for a longer period of construction upon proof of a due diligence. In the event a variance is not secured and eighteen (18) months from the issuance of a building permit has passed, the Association may assess penalties in any amount it deems appropriate.
11. Enclosure of Unsightly Facilities and Equipment. All unsightly structures, facilities, equipment and other items, including but not limited to all motor homes, trailers, boats, tractors, motorcycles, snow removal

or garden equipment, trash containers, utility meters, propane tanks, fuel storage tanks, or other facilities, service area or storage tanks or other facilities shall be enclosed within a structure or appropriately screened from view by planting or fencing adequate to conceal the same from streets, neighbors and private roads. No lumber, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction and only for such reasonable periods of time as are necessary prior to the collection or disposal thereof.

Home Owners shall be permitted to park two (2) trailers on their Lot, provided all of the following conditions exist:

- A. Trailers must be parked in an organized manner, within 50 feet of a permanent structure, where permanent structure is defined as a building or residence that required a building permit and has a foundation.
- B. Trailers must be operable, maintained in working condition, and displaying current registration with the State of Colorado.
- C. Trailers must be parked at least 10 feet away from all property lines, outside of any and all easements, and parked at least fifty (50) feet back from all platted roadways.
- D. Trailers must be at least seventy-five (75) feet away from any neighboring home.
- E. Trailers must move once every one hundred and eighty (180) days.
- F. No weeds or rubbish shall be allowed to collect around the trailer(s).
- G. No trailers shall be parked on roadways. There shall be no "on street" parking allowed.

Any additional trailers must be completely screened from view or parked in an enclosed structure. Boats stored on a trailer shall also be maintained and currently registered with the State of Colorado or otherwise completely screened or enclosed per guidelines contained herein. Commercial use trailers are prohibited in accordance with Article V, Paragraph 17.

12. **Fencing.** Fencing shall be restricted throughout the Subdivision to facilitate wildlife movements, optimize habitat availability, and reduce wildlife mortality.

- A. All fencing shall be wood split rail which top rail shall not exceed forty-eight (48) inches in height and twelve (12) inches in width (top view).
- B. If peripheral fencing of the Subdivision is required to restrict domestic livestock grazing on adjacent properties, fencing shall employ a three strand barbed wire fence, with strands at eighteen (18), thirty (30) and forty-two (42) inches above the main ground level.
- C. Owners shall be permitted a privacy fence, which fence shall not exceed seventy-two (72) inches in height and shall not enclose more than two thousand five hundred (2,500) square feet.
- D. If security fencing is required such fencing shall not be more than seven (7) feet in height and must be so constructed that wildlife movements between and through the Subdivision and the Lots is not lost or impaired.

13. **Noxious or Offensive Activity or Sounds.** No noxious or offensive activity or sounds shall be conducted or transmitted upon any portion of the Sun Meadow Estates Subdivision at any time nor shall anything be done or permitted which may be or become a nuisance to other property or to the Owners thereof by sight or sound.

14. **Adjacent Agricultural Uses.** The historic agricultural uses of property adjacent to the Subdivision shall be deemed compatible with the rural residential character of the Subdivision. No Owner may object to the dust, odors, or noise associated with normal agricultural uses of said adjacent property as noxious or offensive, and neither the Association nor Lot Owners shall attempt to enjoin adjacent landowners from customary agricultural practices merely because an owner has registered a complaint. Garfield County has adopted a "Right to Farm" policy, (Garfield County Subdivision Regulations 1.08) which policy is incorporated herein by this reference. The Sun Meadow Estates Subdivision is subject to provisions of the Right to Farm policy.
15. **Unauthorized Vehicles.** OHV travel shall be permitted upon the Subdivision's private drives for the sole purpose of travel between subdivision residences and maintenance of the Subdivision's common property. Operators of OHVs are expected to abide by all regulations set forth by the Colorado state law and Garfield County Ordinance to include but not limited to; speed limits, licensing, age restriction, and insurance. No snowmobiles, dirt bikes, or any type of ATV/OHV, or inoperable motor vehicles shall be stored within the Subdivision unless stored within an auxiliary building permitted under these Covenants.
16. **Satellite Dishes.** Satellite dishes shall be allowed within the Subdivision; however, in no event shall any satellite dish exceed three (3) feet in diameter.
17. **Commercial Activities.** Except to the extent provided in Article III, Paragraph 10, no commercial activities shall be permitted on any Lot in the Subdivision. The storage of materials, goods, equipment, and other items used or associated with commercial activities shall not be permitted on any Lot in the Subdivision; provided, however, personal vehicles with a business name placed thereof shall not be prohibited. Owners shall be permitted to maintain an office within their residences so long as it does not provide services to the public which result in the public going to and from such residence on a regular basis. A Home Occupation shall be allowed within a Lot provided:
 - A. Such Home Occupation does not cause or otherwise result in any increase of travel by the public to or within the Property; and
 - B. If required, prior to its initiation, shall have in place all governmental approvals, permits or licenses.
18. **Signs.** Real estate sales signs shall be limited to one sign per Lot, which sign shall be no larger than ten (10) square feet. No real estate sign shall be located anywhere else within the Subdivision.
19. **Weed Control.** Each Owner shall be responsible for controlling and managing all noxious weeds, including but not limited to all those identified within the Vegetation Management Plan, which may be contained within his or her respective Lot in accordance with the procedures and recommendations contained within said Vegetation Plan.
20. **Fire Control.** Each Owner shall be responsible controlling all wildfire fuel sources located within his/her Lot(s) in accordance with the provisions of the WILDFIRE MITIGATION PLAN FOR SUN MEADOW ESTATES, a copy of which is attached hereto and incorporated herein as Exhibit B.

21. Design Requirements

- A. Natural Stone.
 - a. Stone shall be characteristic of stone native to the Rocky mountain region.
 - b. Full cut stone is recommended and preferred.
 - c. Thin cut stone may be used, with corner returns of 6" minimum or great on all exposed ends.
 - d. Stone shall extend to grade.
- B. Stucco. Stucco application should be a heavy textured and rough finish. Stucco homes shall be required to have a minimum of 30% stone on the front elevation of wall surface.
- C. Plywood. The use of plywood, plywood based materials, particle board, or man made products intended to imitate wood or stone for exterior siding, soffits or any other exterior trim, is strictly prohibited.
- D. Wood. Wood siding, wood shingles and heavy timber may be used.
- E. Log Homes. High quality log homes are allowed.
- F. Alternative wall materials or newly developed "engineered" materials may be used.
- G. Roofs shall be constructed of the following materials: Concrete or engineered synthetic tiles, standing seem non-reflective metal with a weathered appearance, fiberglass/asphalt shingles shall be GAF Timberline Ultra HD shingles with a lifetime warranty or equal or rusted corrugated steel.

22. General Restriction. All Lots in the Subdivision shall comply with restrictions contained in any other section of these Protective Covenants.

ARTICLE VI
COLLECTION OR ASSESSMENTS – ENFORCEMENT

1. Assessments. All lot Owners shall be obligated to pay any assessments lawfully imposed by the Executive Board of the Association. To the extent the Association is responsible therefore; assessments may be lawfully imposed for any items of common expense which may include, among other things: expenses and costs of maintaining, repairing, and plowing of roads within and accessing the Subdivision; expenses for maintaining, improving, and preserving the Association's common property; and insurance, accounting, and legal functions of the Association. Such assessments shall be deemed general assessments and shall be borne pro rate by all Owners. Assessments for water and water related services shall be assessed separately based upon the allocation of such services by the Association to the Owners. The Executive Board may establish contingency and reserve funds for the maintenance and improvement of the Association's common property and any other anticipated costs and expenses of the Association to be incurred in pursuit of its purpose. Contingency and reserve funds shall be in such an amount as the Executive Board may deem necessary and appropriate for the aforesaid purposes. Each Owner shall be required to pay his pro rata portion of these funds. As used herein, an Owner's pro rata portion of common expenses shall mean a fraction formed by the number of Lots purchased and held by the Owner (numerator) and the number of Lots in the Subdivision (denominator). The Executive Board shall have the right during any calendar year to levy and assess against all of the Owners a special assessment for such purpose or purposes, in accordance with these Covenants, or the Articles or Bylaws of the Association, as may be necessary. Such special assessment shall be paid for in equal portions by the Owners obligated to pay such assessment and shall be due and payable as determined by the Executive Board.

2. **Lien for Non-Payment of Assessments.** All sums assessed by the Executive Board, including without limitation the share of common expenses assessments chargeable to any Owner, any fines which may be levied on an Owner, and unpaid utility fees and assessments charged to an Owner shall constitute a lien against such Lot superior (prior) to all other liens and encumbrances, excepting only:
 - A. Tax and special assessment liens on the Lots in favor of any governmental assessing unit.
 - B. All sums unpaid on first mortgage of record, including any unpaid obligatory sums as may be provided by encumbrance.
 - C. Each Owner hereby agrees that the Association's lien on a Lot for assessments has hereinabove described shall be superior to the Homestead Exemption provided by C.R.S. § 38-41-201 et. seq., and each Owner hereby agrees that the acceptance of the deed or other instrument of conveyance in regard to any Lot within Sun Meadow Estates shall signify such grantee's waiver of the homestead right granted in said section of the Colorado statutes.
 - D. Any recorded lien for non-payment of the common expenses may be released by recording a release of lien executed by a member of the Executive Board.

If any assessment shall remain unpaid after thirty (30) days after the due date thereof, such unpaid sums shall bear interest from and after the due date thereof at the maximum rate of interest permitted by law, or at such rate as is determined by the Executive Board, and the Executive Board may impose a late charge on such defaulting Owner as may be established by the Board. In addition, the Executive Board shall be entitled to collect reasonable attorneys' fees in connection with any demands for payment and/or collection of delinquent assessments. To evidence such a lien, the Executive Board shall prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot, and its legal description. Such a notice shall be signed by one (1) member of the Executive Board and shall be recorded in the Office of the Clerk and Recorder of the County of Garfield County, Colorado. Such lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property, upon the recording of a notice of claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorneys' fees. The Owner shall also be required to pay to the Association any additional assessments against the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Executive Board, for the Association shall have the power to bid on the Lot at foreclosure sale and acquire and hold, lease, mortgage, and convey same. The Association, at its election, and in addition to any other remedies it may have at law or in equity, may also sue an Owner personally to collect any monies owed the Association.

3. **Enforcement Actions.** The Association, acting by and through its Executive Board, shall have the right to prosecute any action to enforce the provisions of all of these Covenants by injunctive relief, on behalf of itself and all or part of the Owners of the lands within Sun Meadow Estates. In addition, each Owner of land within Sun Meadow Estates, including the Association, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these Covenants. The prevailing party in any enforcement action shall be entitled to an award of its reasonable costs and attorneys' fees. The Executive Board shall be entitled to assess penalties for late payment assessments due the Association

and to collect interest thereon at rates to be determined from time to time by the Executive Board but not to exceed one and a half percent (1.5%) per month. After thirty (30) days, written notice to any Owner of a violation of these Covenants, and the Owner's failure to eliminate or cure said violation, the Association may levy, in addition to the other remedies set forth herein, a penalty of \$25.00 per day for every day the violation exists or continues after the expiration of said thirty (30) day period.

4. **Limitations on Actions.** In the event any construction or alteration or landscaping work is commenced upon any of the lands in Sun Meadow Estates in violation of these Covenants and no action is commenced within one (1) year thereafter to restrain such violation, the injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. This one (1) year limitation shall not apply to injunctive or equitable relief against other violations of these Covenants.

ARTICLE VII INSURANCE

The Association shall obtain and keep in full force and effect the following insurance coverage:

- A. The Executive Board, at its discretion, may elect to secure fidelity coverage against the dishonesty of employees, discretion or disappearance of money or securities, and forgery. This policy shall also cover persons who serve the Association without compensation.
- B. Coverage for members of the Board and officers of the Association, including committee members, against libel, slander, false arrest, invasion of privacy, errors and omissions, and other forms of liability generally covered in officers and directors liability policies.
- C. Coverage against such other risks of a similar or dissimilar nature as the Board deems appropriate.

ARTICLE VIII GENERAL PROVISIONS

1. **Covenants to Run.** All of the covenants contained in this instrument shall be a burden on the title to all of the lands in Sun Meadow Estates, and the benefits thereof shall inure to the Owners of the lands in Sun Meadow Estates and the benefits, and burdens of said covenants shall run with the title to all of lands in Sun Meadow Estates.
2. **Termination of Covenants.** In the event these Covenants have not been sooner lawfully terminated pursuant to any application laws of the State of Colorado and Garfield County, Colorado, and the provisions herein contained, these Covenants may be terminated on January 1 of the year 2036 by a vote of sixty-seven percent (67%) of the votes entitled to be cast by the members of the Association. If these Covenants are not so terminated, then they shall continue to be in full force and effective for successive twenty-five (25) year periods unless, at the close of a 25-year period, the Covenants are terminated by a vote of sixty-seven percent (67%) of the votes entitled to be cast by the members of the Association at a meeting of the members duly held. In the event of any such termination by the members, a properly certified copy of the resolution of termination shall be placed on record in Garfield County, Colorado, not more than six (6) months after the meeting at which such vote is cast.

3. Amendment of Covenants. These Covenants may be amended by a vote of sixty-seven percent (67%) of the votes entitled to be cast by the members of the Association, said vote to be cast at a meeting of the members duly held, provided a properly certified copy of the resolution of the amendment be placed on record in Garfield County, Colorado no more than six (6) months after said meeting.
4. Severability. Should any part or parts of these Covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.
5. Paragraph Heading and Underlining. The paragraph headings and underlining within this instrument are for convenience only and shall not be construed to be a specific part of the Covenants contained herein.
6. Limited Liability. The Association and the Board shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. The Owners jointly and severally agree to indemnify the Association and the Board against loss resulting from such action or failure to act if the Association and the Board acted or failed to act in good faith and without malice.
7. County as Third Party Beneficiary. Garfield County shall be a third-party beneficiary to this Declaration and may, at its option and in its sole discretion, enforce any provision in this Declaration, as amended, which affects County residents or property within the County.

IN WITNESS WHEREOF, this Declaration of Protective Covenants for Sun Meadow Estates has been executed this 27 day of November, 2017.

Sun Meadow Estates Homeowners Association, a Colorado nonprofit corporation.

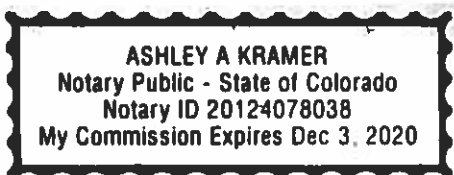
By Jay Rickstrew
 The Sun Meadow Estates Association President and Executive Board Member

STATE OF COLORADO)
)
 COUNTY OF GARFIELD)

Subscribed and sworn to me before this 27 day of November, 2017, by Jay Rickstrew, President of the Sun Meadow Estates Homeowners Association.

WITNESS my hand and seal.

My Commission expires on Dec 3, 2020



Ashley A. Kramer
 Notary Public