DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VISTA SAWATCH SUBDIVISION

THIS DECLARATION is made to be effective this 15th day of November, 2019, by Edge Investments, 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 Edge Investments, 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 “Plat” shall mean and refer to the plat of Vista Sawatch Subdivision, as it may be amended or supplemented, and recorded in the Office of the Clerk and Recorder of Chaffee County.
Section 1.4 “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 1.5 “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 11 as shown on the Plat. Lot 12 on the Plat shall not be part of the Association described in Article II herein, or subject to this Declaration of Covenants, Conditions and Restrictions.

ARTICLE II
ASSOCIATION

Section 2.1 Formation. When seven (7) lots of the total number of Lots 1-11 in the Property are sold, Declarant shall form a Colorado nonprofit corporation known as “Vista Sawatch 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. Upon formation, the Association shall enter into an agreement with Chaffee County expressly assuming and binding the Association to all maintenance obligations set forth in the Subdivision Improvements and Maintenance Agreement and Covenant entered into by the Declarant and Chaffee County. 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 seven (7) of the total number of Lots 1-11.

Section 2.2 Common Property. There is no Common Property in Vista Sawatch Subdivision. Private open space exists on Lots 6 & 7 as shown on the Plat between electric transmission lines and US Highway 285. The area between US Highway 285 and the electric transmission lines shall be maintained as open space in its natural undisturbed state and any buildings(s), structure(s) and storages are prohibited.

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, 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 owning, 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 1-11 are sold unless Declarant voluntarily resigns as a member of the ACC prior to the sale of 100% of Lots 1-11. 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 Vista Sawatch 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 know 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.

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 as shown on the Plat.

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 located above-ground 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.

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 Storm Water Detention Basins. Each Lot shall provide a one thousand (1,000) cubic feet of storm water detention basin. Such basin shall be created during residential structure construction and shall be maintained in perpetuity. Engineering plans shall be
submitted with the building permit application showing the location and sizing of the storm water detention basin. Storm water detention shall be maintained by Lot Owners in perpetuity.

Section 3.8 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 limited to lot splits, 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 3.9 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 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 as the case may be, 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 as the case may be. 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.

(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 garages, 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 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.

(e) **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.

(f) **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.

(g) **Location of Improvements.** No structures or improvements shall be placed or located within easements and setbacks as shown on the Plat.

(h) **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.

(i) **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.
(j) **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.

(k) **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.

(l) **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 contents 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 property and frequent removal of trash.

(m) **Animals.** Each Lot Owner or other occupant may keep dogs, cats, or other pets and may keep livestock, poultry, pigs, and horses which are restrained within the Lot, provided that such animals are not kept, raised or bred for commercial purposes or the number of such animals kept does not create a nuisance 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 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 so as to constitute a nuisance to other Lot Owners. Up to two (2) horses may be permitted on each Lot, so long as horses are adequately maintained and confined. All areas on a Lot where animals are kept shall be maintained in a neat and clean fashion. 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.

(n) **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 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 and other species of game animals and predators.

(o) **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 Division of 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. 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.

(p) **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.

(q) **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.

(r) **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.

(s) **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. 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.

(t) **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.

(u) **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.

(v) **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:

(i) self-contained motor home or camper trailer;
(ii) livestock trailer;
(iii) boat and boat trailer; and
(iv) 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.

(w) **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.

(x) **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.

(y) **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 Declarat or the Association.

(z) **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.

(aa) **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.

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

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

**ARTICLE IV**

**GENERAL PROVISIONS**

Section 4.1 **Enforcement.**

(a) The Declarat, 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 Declarat, any Owner, or the Association to enforce any provision, covenant, or restriction herein contained shall in no event be deemed a waiver

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DATED November 15, 2019
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 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 seven (7) of Lots 1-11 after seven (7) Lots have been sold. If authorized by a vote of seven (7) Owners of Lots 1-11, 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 15th day of November, 2019.

Jon M. Adams

Edge Investments, LLC
By: Jon Adams, Member

Jeff Post

Edge Investments, LLC
By: Jeff Post, Member

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VISTA SAWATCH SUBDIVISION
DATED November 15, 2019
EXHIBIT A

LEGAL DESCRIPTION

A tract of land located in Lots 3 and 4 (sometimes collectively referred to as the North Half of the Northwest Quarter) and in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) all in Section 3, Township 50 North, Range 8 East of the New Mexico Principal Meridian, Chaffee County, Colorado, being more particularly described as follows:

Beginning at the point of intersection of the easterly right-of-way boundary of U.S. Highway No. 285 with the north boundary of said Lot 4, from whence the Northwest corner (2" Brass Cap) of said Section 3 bears North 89° 52' 15" West 523.51 feet; thence proceeding around the tract herein described South 89° 52' 15" East along the north boundaries of said Lots 4 and 3 a total distance of 1524.63 feet to the westerly fenced boundary of Chaffee County Road No. 193; thence along said westerly fenced county road boundary the following three (3) courses and distances:
First South 12° 15' 57" East 335.88 feet;
Thence South 12° 30' 21" East 736.10 feet; and
Thence South 12° 38' 56" East 271.88 feet to the south boundary of said Lot 3;
Thence North 89° 36' 19" West along said south boundary 1026.26 feet to the Southwest corner thereof; Thence South 00° 23' 29" West along the east boundary of the said SW 1/4 NW 1/4 a distance of 219.91 feet to the northerly right-of-way boundary of Colorado State Highway No. 291; thence along said northerly highway right-of-way the following two (2) courses and distances; first North 77° 51' 30" West 363.68 feet to a highway right-of-way marker (brass cap in concrete stamped 7+56.4); and
Thence North 79° 12' West 205.53 feet to the easterly boundary of the tract of land described in Book 521 at Page 174 of the Chaffee County records;
Thence along the boundaries of said tract described in said book and page the following four (4) courses and distances;
First North 11° 27' 02" East 249.73 feet;
Thence North 86° 12' 44" West 297.11 feet;
Thence South 44° 46' 25" West 64.16 feet;
Thence North 75° 18' 54" West 162.99 feet to the said easterly right-of-way boundary of U.S. Highway No. 285;
Thence North 10° 48' East along said easterly highway right-of-way a distance of 1173.93 feet to the point of beginning TOGETHER with an access easement in the Southeast corner of the aforementioned tract of land described in Book 521 at Page 174, said easement as described in Book 521 at Page 17.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VISTA SAWATCH SUBDIVISION
DATED November 15, 2019