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Lori A Mitchell
Chaffee County Clerk

**FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF
PEAK VIEW SUBDIVISION**

THIS FIRST AMENDED DECLARATION is made effective as of the date on which it is recorded in the real property records of Chaffee County Colorado.

WHEREAS the Association desires to clarify certain aspects of the governing documents.

WHEREAS the owners of the lots herby wish to amend the existing governing documents specifically, the COVENANTS, CONDITIONS AND RESTRICTIONS, Peak View Subdivision as recorded on 6/29/2022 at Reception no 481517 (the "original Declaration")

WHEREAS this Declaration of Covenants are amended in the following Paragraphs to included Lot 7 in the HOA COVENANTS, CONDITIONS AND RESTRICTIONS

**Article I
Definitions**

Section 1.6 "Lot" shall mean and refer to each separate parcel of Property which is designated with a number on the Plat and any future amendments and supplements to the Plat, title to which shall be held in fee simple. "Lots" shall refer collectively to Lots 1 through 7 as shown on the Plat.

**Article II
Association**

Section 2.1 Formation. When four (4) lots of the total number of Lots 1-7 in the Property are sold, Declarant shall form a Colorado nonprofit corporation known as "Peak View Property Owners' Association" (herein "Association" or "POA") which will have as its function the maintenance of roads, easements and common areas within the Property which are or shall be conveyed to the Association by Declarant. All Owners of Lots shall become members of the Association once the Association has been formed and each Lot shall have one (1) vote for business conducted requiring a vote of the members. The affairs of the Association shall be managed by a Board of Directors (herein "Board"). The Board shall have authority to establish, amend or adopt further rules, regulations, policies, and guidelines reasonably required for the operation and maintenance of the Property, not inconsistent with the provisions of this Declaration. There shall be no fewer than three (3) members of the Board, the specific number to be set forth from time to time in Bylaws adopted by the Board, all of whom shall be Owners of a minimum of one (1) Lot, except for Members appointed by the Declarant prior to the sale of four (4) of the total number of Lots 1-7.

Section 2.3 Assessments. Assessments to pay the costs of the Association will be made initially by Declarant, and when formed, by the Association on a pro rata basis based upon each Lot paying an equal share of the maintenance costs. The assessment shall specifically include but shall not be limited to: expenses of management of the Association, taxes and special assessments, insurance premiums, common utility expenses, if any, maintenance and repair of roads, stormwater basins, bioswales, working capital, and creation of reasonable reserves. The Association shall also have the right to levy special assessments. Lot 7 will have their road maintenance prorated from the HOA Assessment for

non-use of Peak View Drive.

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 1-7 are sold unless Declarant voluntarily resigns as a member of the ACC prior to the sale of 100% of Lots 1-7. 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.

**ARTICLE III
COVENANTS AND RESTRICTIONS**

(e) Animals. Each Lot Owner or other occupant may keep up to (3) dogs, up to (3) cats, and up to (6) poultry which are restrained within the Lot, provided that such animals are not kept, raised, or bred for commercial purposes. Such animals kept shall not create a nuisance or health hazard for other Owners. Dogs shall be properly confined, leashed, under owner's control or kenneled at all times. No dog shall be allowed outside the Lot, or any fenced portion thereof, unless on a leash or under owner's control and accompanied by a responsible person. Each Lot Owner or occupant must promptly remedy or remove any pet which causes undue noise or disturbance that constitutes a nuisance or health hazard to other Lot Owners. All areas on a Lot where animals are kept shall be maintained in a neat and clean fashion. No livestock grazing shall be allowed in the Peak View Subdivision Lots 1-6, no horses or barnyard animals including cattle, pigs, horses, goats, lamas shall be kept, bred, raised, or confined in or around any Lot or on the common elements. Lot 7 is allowed up to 2 total livestock including: horses, cows, goats and/or lamas. Fencing must conform to CPW wildlife friendly fencing recommendations. When formed, the Association is authorized to adopt rules and regulations which provide additional guidelines regarding animals on the Property, and which may specifically limit or restrict what types of household pets may be kept on any Lot, specifically including but not limited to restrictions of certain breeds of animals, size, and number of pets, so long as such rules and regulations do not conflict with the provisions set forth herein.

**ARTICLE IV
I GENERAL PROVISIONS**

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

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Declarant to clarify the meaning of any provisions, without the consent of any of the Owners or first mortgagees or beneficiaries of deed(s) of trust. After the transfer of the first Lot as provided herein, this Declaration may be amended, at any time, by the Declarant or the affirmative vote of the Owners of four (4) of Lots 1-7 after four (4) Lots have been sold. If authorized by a vote of four (4) Owners of Lots 1-7, 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.

IN WITNESS WHEREOF, the foregoing was acknowledged and executed this Day of May 5th, 2023.



Sunnyside CR190, LLC
By: Shawn Allison, Member



Sunnyside CR190, LLC
By: Jeff Post, Member