

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the 6th day of July 2019, by the undersigned comprising at least two-thirds of the owners of all lots situated in Four Elk Subdivision, a subdivision in Chaffee County, Colorado.

WITNESSETH:

WHEREAS, Four Elk Subdivision is an existing platted subdivision in Chaffee County, Colorado, having been platted according to that certain Plat filed in the office of the County Clerk and Recorder of Chaffee County, Colorado, on December 4, 1967 at Reception No. 126529 as amended February 5, 1968 at Reception No. 127109.

WHEREAS, previous amended Declaration of Covenants, Conditions and Restrictions were placed on Four Elk Camp and recorded in the official records of Chaffee County, Colorado on:

- March 26, 1968, Book 361, beginning on page 368, Reception No. 127688.
- June 12, 1979, Book 425, beginning page 788, Reception No. 193090.
- April 20, 1983, Book 456, beginning at page 375, Reception No. 220817.
- October 1, 1987, Book 491 beginning on page 746, Reception 245249.
- October 16, 2003, Reception 339182.
- March 2, 2011, Reception 392798.

WHEREAS, Four Elk Camp, by the affirmative vote of more than two-thirds of its members and lot owners and Three Elk Creek subdivision have agreed to a split of the subdivisions and Four Elk Camp to separate themselves from Mt. Columbia Elk Estates Association and said earlier covenants, conditions and restrictions as they apply to said subdivision are henceforth terminated.

WHEREAS, in said earlier recorded Covenants, Conditions and Restrictions there was reserved to the owners of two-thirds of the lots in said subdivision the power to change or amend the Covenants, Conditions and Restrictions; and

WHEREAS, the owners of at least two-thirds of the lots in said subdivision desire to change and amend and adopt new Covenants, Conditions and Restrictions;

NOW, THEREFORE, the undersigned lot owners hereby adopt the following Covenants, Conditions and Restrictions upon which and subject to which all lots or portions of lots in Four Elk Subdivision shall be improved, held, sold and conveyed and hereby terminate all prior Covenants, Conditions and Restrictions now of record and as above referenced.

- 1) **APPLICABILITY:** These Covenants shall apply to subdivided, numbered lots in Four Elk Camp, which shall be henceforth named Four Elk Subdivision (the "Subdivision"), and the Association to manage said subdivision shall be named Four Elk Property Owners Association. The amenities thereof shall be available to each of the lot owners of the subdivision who have paid their dues and assessments, members of their families, and/or tenants and houseguests only.
- 2) **TERMS:** These covenants shall run with the land and shall be binding on all lot owners in said subdivision until July 3, 2020, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless these Covenants in whole or in part are changed or terminated by written agreement of the owners of two-thirds of such lots in said subdivision.
- 3) **MUTUALITY OF BENEFIT AND OBLIGATION:** These Covenants are made for the mutual and reciprocal benefit of each and every lot in the subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein and to create reciprocal rights between the respective owners of all of said lots and to create a privity of contract and estate between the grantees of said lots, their heirs, successors, and assigns. They shall as to the owner of each such lot, their heirs, successors, or assigns, operate as covenants running with the land for the benefit of each and all other lots in the subdivision and their respective owners.
- 4) **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee (hereinafter called the "Committee") shall be composed of 3 members to be appointed for three-year terms by the Board of Directors of Four Elk Property Owners Association (hereinafter called the "Board"); initially, one (1) shall be appointed to serve until July 1, 2012 and on completion of their initial terms, each member shall be appointed for a three year term extending to the day of the official Four Elk Property Owners Association annual meeting, in such a manner that the term of one member only shall expire on the annual meeting day of each year. No two people from the same lot ownership can serve simultaneously on the Architectural Committee and as a member of the Board of Directors. In the event of the death or resignation of any member of the Committee, the Board shall appoint a successor to serve the balance of his predecessor's term. A majority of the Committee may designate a representative to act for it. Neither the members of the

Committee nor its designated representatives shall be entitled to any compensation for services performed in accordance with the Covenants.

All plans and specifications for any structure, improvement, or fence whatsoever to be erected on, or moved upon, or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs, and any exterior of later exterior changes or additions after the initial approval thereof, and any reconstruction, alterations, or addition thereto on any lot shall be subject to written approval by the Committee and the Board as hereinafter set forth. When a Chaffee County Building permit is required for the project being constructed, said approval shall constitute a prerequisite to obtaining a construction permit from the Chaffee County Building Inspector, and shall be obtained before construction of any structure, improvement or fence is commenced. The Architectural Control Committee shall in its review of plans endeavor to protect the seclusion and natural view of each separate lot. All construction and construction schedules shall conform to applicable building codes and zoning resolutions.

There shall be submitted to the Committee or its appointed representative, two sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon a lot unless and until the final plans, elevations, and specifications therefore have received written approval in the manner herein provided. Such submitted plans shall include plot plans showing any proposed grading, the location on the lot of the building, wall, fences, or other structures or improvements proposed to be constructed, altered, placed or maintained, together with the proposed construction material, and roof construction.

The Committee shall examine the plans, specifications and details within fifteen (15) days from the receipt thereof and shall on or before that time forward the same to the Board together with the Committee's recommendations for approval, disapproval or modification. Thereafter, the Board shall review the plans and the recommendations of the Committee and shall approve or disapprove the same within fifteen (15) days. The Board shall return one set of said plans, specifications and details to the person submitting them with the approval or disapproval of the Board endorsed thereon. In the event Board action is not taken within the time limits herein specified, the plans, specifications and details shall be deemed approved as submitted. One copy of the approved or disapproved plans shall be retained by the Board for its permanent files and all construction shall be in strict accordance with approved plans.

Neither the Board nor the Committee shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work performed according to such plans and specifications.

- 5) **EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENT:** No lot shall be used except for single family residential purposes. Except as provided, herein, no structure shall be erected, placed or permitted to remain on any lot other than one (1) single family residential dwelling, with or without a full or part basement and with or without an attached or detached garage. No dwelling shall be permitted or erected on any lot with a ground floor area or first living floor area exclusive of one-story open porches and garages less than 1,200 feet with the recommendation of the Architectural Control Committee and approval of the Board of Directors. Should a lot owner desire to erect a barn, stable or other structure, the owner may in writing request permission for the erection of the same by submitting plans, specifications and details to the Architectural Control Committee in the manner herein set forth. Any barn, stable, or other structure for which plans are submitted shall compliment the design and material of the single-family residential dwelling. Approval of a barn, stable, or other structure shall be at the sole discretion of the Board, and such a structure may be constructed simultaneously with, or subsequent to the single-family residential dwelling. No structures shall be erected which will or might interfere with previously existing structures on neighboring lots in relation to privacy or aesthetic values.
- 6) **FOUR ELK PROPERTY OWNERS ASSOCIATION, INC:**
- A. **MEMBERSHIP:** Every person, who acquires title, legal or equitable, to any lot in the Four Elk Property Owners Association subdivision shall, upon acquisition, become a member of Four Elk Property Owners Association, Inc., a Colorado nonprofit corporation (herein referred to as “Association”); provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of a Deed of Trust, contract or other obligation.
- B. **PURPOSES:** The general purpose of the Association shall be to provide for the management, maintenance, protection, preservation and development of roads, fishing pond, picnic areas, designated recreation areas, and other common areas of the subdivision for the welfare of the owners of the lots and their guest, and tenants herein. The Association shall be obligated:
1. To maintain, repair, improve and beautify all roads in the subdivision.
 2. To maintain, care for, repair, improve, and beautify recreation facilities such as picnic areas, and the fishing pond.
 3. To promulgate and enforce rules and all regulations necessary to govern the entry of persons or vehicles into the subdivision and to regulate the use and enjoyment of the roads, fishing pond, picnic area, and other recreational areas of the subdivision.
 4. To take such other and further actions as may be authorized by its Articles of Incorporation or by its Bylaws to facilitate and encourage the improvement of

individual lots, and otherwise the carrying out of the general purposes set forth above and promote the public interest in and about said subdivision.

- C. **CHARGES OR ASSESSMENTS:** In order to pay expenses incurred by the Association in the performance of the obligations set forth above and in the execution of the powers and purposes set forth in its Articles of Incorporation and Bylaws or attributable to it by operation of law, the Association shall levy against every lot in the subdivision, and each lot shall be subject to a uniform annual charge or assessment not to exceed \$300.00 per year unless additional amounts are determined to be necessary, in which case such charge or assessment may be increased only by the vote or written consent of the members of the Association holding two-thirds (2/3) of the voting power thereof. However, the Board of Directors is authorized whenever there is an emergency need for funds created by act of nature, to levy additional assessments without a vote of the membership not to exceed \$300.00 per lot in any given calendar year. All such charges or assessments shall be borne proportionally by all lot owners in the subdivision.
1. Every such charge or assessment shall be paid by the member of the association on or before the date established by its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of the annual charge. Written notice of the charge or assessment so fixed and the date of payment due shall be sent to each member.
 2. Each lot owner in the subdivision shall, by acceptance of a Deed thereto or by virtue of ownership alone, bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such lot; the obligation to pay such charges shall thereby constitute a lien in favor of the Association, and an obligation running with the land. Sale or transfer of any lot shall not affect charges provided for herein.
- D. **VOTING:** In all matters affecting the business of the Association upon which the Association shall require a vote by the members, the owner or owners of each lot shall be entitled to a total of one vote.
- E. **GENERAL COVENANTS:** The following general covenants and requirements shall prevail as to the construction or activities conducted on any lot in the subdivision. Each lot owner shall endeavor, as far as possible, to maintain the natural setting and seclusion which said property now provides.
1. **SUBDIVISION:** No lot or lots in said subdivisions shall be further subdivided.
 2. **UTILITIES:** All utilities on roads and lots for said subdivision, such as propane tanks, water, electricity, cable television, telephone lines, shall be installed underground. In the event propane tanks are placed above ground then the Architectural Control Committee shall advise on the location and screening of the above ground propane tanks.

3. OIL, MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
4. TRASH: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of trash and garbage shall be kept in a clean and sanitary condition. Open fires for the purpose of burning excess slash shall not be permitted. Outdoor barbecue pits shall be properly constructed including safety precautions. Slash and trash shall be disposed of off the Subdivision or at a trash disposal facility provided by the Association for the exclusive use of lot owners, subject to such reasonable rules and regulations related to the use of such facility, as adopted by the Board.
5. SEWAGE: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations adopted by the Board of County Commissioners of Chaffee County, Colorado, and the Chaffee County Board of Health.
6. HUNTING: No hunting of any kind shall be allowed on the subdivision.
7. TRADE ACTIVITIES: No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
8. MAINTENANCE: All lots, whether occupied or unoccupied, and any improvements thereon, shall always be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of slash, rubbish or debris thereon. In the event any such lot or improvement thereon is not so maintained, the Association shall have the right, through its agents and employees, to enter thereon for the purpose of clean up, maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which such lot is subject.
9. DESTRUCTION: No improvement which has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of destruction.
10. WATER: All lot owners in the subdivision shall provide water wells for personal use.
11. ANIMALS:
 - a. No livestock other than equine and llamas are permitted; a maximum of two (2) mature animals shall be allowed on lots of five (5) acres or less, with one additional animal allowed per each additional three (3) acres.

- b. In all areas it shall be the duty of each lot owner desiring to maintain livestock upon his lot to erect and maintain adequate fencing at his expense to assure confinement of any livestock to his own property. This fencing shall be approved by the Architectural Control Committee. The livestock areas must be maintained, with manure removed from the lot regularly to prevent offensive conditions and odors.
 - c. The common areas of the subdivision shall NOT BE OPEN RANGE and no person shall permit his livestock to graze or allow any animal, including dogs, to run at large thereon or upon any lot belonging to another owner.
 - d. A maximum of three dogs are permitted and they shall take whatever means necessary to limit excessive dog barking. Dog breeding or boarding is not allowed.
12. **VEHICLES:** No trucks or commercial vehicles shall be parked, kept or stored on any part of the subdivision except within an enclosed garage subject to the following exceptions:
- a. Non-commercial pickup trucks, not to exceed one (1) ton in size and all passenger vehicles shall have a current state or out-of-state license in the name of the lot owner and/or in the name of a member of the lot owner's immediate family, house guests and/or tenants, may be kept on the lots.
 - b. This provision shall not apply to trucks or commercial vehicles when the same are engaged in transporting property or materials to or from any lot in the subdivision or the construction of any improvements.
 - c. No mobile home, recreational vehicle, or travel trailer shall be utilized as a principal residence on any lot. Any temporary use of recreational vehicles or travel trailers on the lots or property in the subdivision shall comply with all applicable county regulations or requirements.
13. **UTILITY INTERFERENCE:** No structure, planting or other material shall be placed or permitted to remain on the areas of each lot dedicated to the installation and maintenance of utilities, and no activity shall be undertaken which may damage or interfere with the installation or maintenance of utilities.
14. **OWNERSHIP, USE OF ROADS, AND ENJOYMENT OF RECREATIONAL AREAS:** Each of the roads in the subdivision is a private road, an easement for the use and enjoyment of each of said roads is for the private use of lot owners, members of their families, and their house guests, and/or tenants. The use of all existing or future recreational areas, or amenities, including the Association pond, is available to Association members whose dues and assessments are paid, members of their families, and their house guests, and/or tenants, subject to such reasonable rules for the use thereof as may be promulgated by the Board of Directors of the Association.

15. **ATTORNEY FEES:** If any legal action is commenced or maintained in court, whether in law or equity, as to the interpretation, enforcement, or the determination of the rights and duties of the parties to these covenants for Four Elk Property Owners Association, or any provision of the Association's documents, the prevailing party in any such action shall be entitled to reasonable attorney fees together with all reasonable costs and expenses incurred in such action.
16. **PARTIAL INVALIDITY:** In the event that any one or more of the covenants herein set forth shall be held by any Court of competent jurisdiction to be null and void, all remaining covenants shall continue unimpaired and in full force and effect.
17. **CAPTIONS:** The captions of the various paragraphs of this Amended Declaration are for convenience only and are not a part of the Declaration and do not in any way limit or amplify the terms or provisions thereof.
18. **APPROVAL:** Upon the approval of the Board of Directors of Four Elk Property Owners Association, Inc., a copy of this Amended Declaration of Covenants, Conditions and Restrictions shall be placed on record in the office of the Clerk and Recorder of Chaffee County, Colorado. Thereafter, upon filing with said Clerk and Recorder, these covenants by reference to the book and page of the recording, these covenants shall be in full force and effect.
19. **LEASES:** An Owner shall have the right to lease that owner's lot upon such terms and conditions as such owner may deem advisable provided, however that:
 - a. Any such lease shall state that the lease is subject to the terms of the Covenants, Conditions, and Restrictions, and that a copy of the lease shall be registered with the board. If an Owner fails to register the lease agreement, the lease shall constitute a default by the Owner under the applicable document and shall be enforceable by the Association as a third-party beneficiary.
 - b. A residence may be leased only for the above use and occupancy for a period no less than six months.
 - c. No Owner or lessee is permitted to lease or sublet parts of the property.
 - d. Any failure of the lessee to comply with the terms of the lease shall constitute a default by the Owner under the applicable document and shall be enforceable by the Association as a third-party beneficiary.
 - e. Notwithstanding any other provision contained herein, it shall be impermissible for residences to be leased or subleased for short-term vacation rentals. No Owner of a lot shall offer or sell any interest in that lot under a "timesharing", "interval ownership" plan, or any similar plan.
20. **CAMPING:** An Owner shall have the right and may permit guests to camp upon that Owner's lot for a period not to exceed thirty days. When circumstances warrant

(such as a fire or other natural event has damaged or destroyed the Owner's residence), the board may grant permission to camp for an extended length of time.

IN WITNESS WHEREOF, this Amended Declaration is approved and executed by the undersigned pursuant to the authority of the Board of Directors as of the day and year first above written.

FOUR ELK PROPERTY OWNERS ASSOCIATION, INC.

Mike Hughes, President

ATTEST:

Sandi Klein, Secretary

STATE OF COLORADO)

) ss.

COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this _____ day of August 2022, by Michael Hughes, President, and Sandi Klein, Secretary. Witness my hand and official seal.

Notary Public

My commission expires: