

## **PROTECTIVE COVENANTS**

WHEREAS, Sunlight Steamboat, LLC, a Colorado limited liability company (f/k/a BDMN Storage, LLC) ("Sunlight") is the owner of the real property described in Exhibit A, attached hereto and by this reference made a part hereof ("Sunlight Property"); and

WHEREAS, Charles Atwood Company, a Delaware corporation ("Atwood") is the owner of the real property described in Exhibit B, attached hereto and by this reference made a part hereof ("Atwood Property"); and

WHEREAS, Atwood has conveyed to Sunlight a portion of the Atwood Property described in Exhibit C, attached hereto and by this reference made a part hereof, for purposes of building an access road to the Sunlight Property ("Access Property"); and

WHEREAS, as part of the consideration for the Access Property, Sunlight agreed to place certain protective covenants on the Sunlight Property for the benefit of Atwood and Sunlight and their successors and assigns, restricting the development of the Sunlight Property; and

WHEREAS, Sunlight and Atwood desire to maintain, secure, and enforce protective covenants regulating the usage of the Sunlight Property for the benefit of themselves, their successors and assigns.

NOW THEREFORE, there are hereby created, declared and established for the Sunlight Property the following protective covenants which shall run with the Sunlight Property and are and shall be binding upon and inure to the benefit of all present and future owners of the Sunlight Property and the Atwood Property, and their respective heirs, successors, grantees and assigns.

### **RESTRICTIONS**

1. No noxious or offensive activities shall be conducted upon the Sunlight Property or within any building or structure erected on the Sunlight Property, nor shall anything be done thereon or therein which may be or may become an annoyance, disturbance or nuisance to others.
2. No trash, ashes, clippings, waste or other refuse shall be disposed of on the Sunlight Property except within designated areas or areas screened from public view and protected from disturbance.
3. No automobiles, trucks, motorcycles, campers, mobile homes, recreational vehicles, snowmobiles, boats, boat trailers, trailers, commercial vehicles, equipment, machinery or similar items or vehicles of any type shall be parked or stored on public or private streets/driveways/property for more than seven days.

4. No dogs shall be allowed or permitted to run at large within the Sunlight Property. Leash laws shall be enforced by the association of homeowners governing any subdivision created on the Sunlight Property. Dogs shall not be permitted to bark such that barking can be heard in dwelling units situated on neighboring lots created on the Sunlight Property. No dogs shall be allowed to trespass on any land adjoining the Sunlight Property.
5. No activity shall be conducted and no structure shall be constructed within the Sunlight Property which is unsafe or hazardous to any person, including but not limited to, discharge of firearms within the Sunlight Property.
6. Each owner of any lots created on the Sunlight Property shall maintain its lot and all structures and landscaping thereon in a safe, clean and attractive condition, free of trash, rubbish, dead plants and dead wood.
7. No sound or odor shall be emitted from any lot or structure created on the Sunlight Property that is unreasonably offensive to others, except such as may be necessary and related to the activities carried on under any allowance approved by the Architectural Control Commission or other applicable governing entity.
8. No signs, billboards or other advertising structures shall be erected on the Sunlight Property unless approved by the Architectural Control Commission or other applicable governing entity.
9. Individual residential exterior lighting for the purposes of illuminating entrances, decks, driveways, parking areas and similar purposes shall be downcast and opaquely shielded. There shall be no general floodlighting of buildings or lots created on the Sunlight Property.
10. A roof pitch of less than 5' rise with a 12' run (5/12 pitch) on all main roof structures on the Sunlight Property shall be prohibited, except for contemporary/modern design homes as approved by the Architectural Control Commission. Small, decorative roof areas may have different roof pitches. Roof overhangs of at least 24' shall be required on every residence on the Sunlight Property. No highly reflective roofing material shall be permitted or installed on any structure on the Sunlight Property.
11. An enclosed storage area of at least 100 square feet shall be required for each residence built on the Sunlight Property. Such storage area must be either attached to each residence or, if not attached, located within fifteen feet of the residence and be constructed of similar material and color as the main residence. A garage with an additional 100 sq. ft. of storage in excess of required space for vehicles shall satisfy this requirement.
12. Surface scars, cut and filled slopes and all other excavated, graded and other areas shall be final graded and replanted with vegetative cover or otherwise landscaped

to prevent erosion. In addition, sufficient erosion control measures shall be designed to minimize site erosion during the subsequent spring runoff.

13. Either the association of homeowners or the owner of each lot on the Sunlight Property upon which a residence is or has been constructed shall plant and maintain trees in accordance with the Landscape Plan attached hereto and incorporated herein by this reference as Exhibit D. Declarant, or its successor, shall plant trees on each lot that is created and which borders the Atwood Property within one year of the sale of each such lot and in accordance with the Landscape Plan.
14. Dwellings with an unfinished appearance shall not be permitted on the Sunlight Property, other than rock, log, rough cut wood or other natural finishes approved by the Architectural Control Commission or other governing entity.
15. All homes shall be built on permanent type foundations in compliance with the International Building Code as adopted by the City of Steamboat Springs. No mobile homes or any previously occupied used home may be placed on any lot. The definition of mobile home is a residential dwelling that was fabricated in an off-site manufacturing facility, designed to be a permanent residence, built prior to enactment of the Federal Manufactured Home Construction and Safety Standards, or is a dwelling unit designed to be mobile. No homes built on a permanent chassis will be allowed. No home shall have any outside dimension of less than 28 feet. No single section manufactured homes will be allowed. The use of construction methods involving homes manufactured off site or the use of panelized construction will be allowed upon approval of the Architectural Control Commission or other governing entity.
16. Lots on the Sunlight Property that share a boundary line with the Atwood Property shall be restricted to single-family residential structures only. No caretaker units or any ancillary structures shall be permitted on such Lots.
17. That portion of the Sunlight Property depicted in Exhibit E shall be restricted to residential use only. All commercial uses and activities (including home daycare) shall be expressly prohibited in the area designated on the map attached as Exhibit E, incorporated herein by this reference.

#### **COMPLIANCE WITH PROVISIONS OF THESE COVENANTS**

18. Sunlight, its successors and assigns, shall comply strictly with the provisions of these Covenants. Failure to comply with any of them shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the aggrieved owner of either the Sunlight Property or the Atwood Property or of any lot created thereon. Any and all such action or actions may be brought for (a) breach of contract and/or covenants, (b) actual damages resulting therefrom, (c) interest on the amount of damage at the rate of eighteen

percent per year, (d) specific performance, (e) injunctive relief and/or on any other legal theory or basis deemed appropriate by the part or parties bringing such action. All reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of any such action shall be paid in full by the non-prevailing party, and any judgment entered in any such suit shall include such an award.

### **VIOLATION ENFORCEMENT**

19. Each day of violation of these Covenants shall constitute a distinct and separate violation. Furthermore, the applicability of any statutes of limitation to actions brought to enforce these Covenants is specifically waived and may not be asserted as a defense to any such action.

### **MODIFICATION AND AMENDMENT**

20. These Covenants may be modified by an agreement signed in writing by all of the then owners of the Sunlight Property and the Atwood Property. The provisions of these Protective Covenants are to run with the land and be binding upon all parties and all persons claiming under them for a period of thirty years with automatic successive, consecutive thirty year extensions thereafter.

### **SEVERABILITY**

21. Invalidation of any of these Covenants or any part thereof by judgment or court action shall in no manner whatsoever affect any of the remaining covenants or provisions, which shall remain in full force and effect.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

Steamboat Sunlight, LLC  
A Colorado limited liability company

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By: Thomas B. Fox  
Its: Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ROUTT )

The foregoing Protective Covenants was acknowledged before me this \_\_\_\_th day of \_\_\_\_\_, 2017, by Thomas B. Fox, as Manager of Steamboat Sunlight, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

Notary Public

**EXHIBIT A**  
(Legal Description of BDMN Property)

**EXHIBIT B**  
(Legal Description of Atwood Property)

**EXHIBIT C**  
(Legal Description of Access Property)



**EXHIBIT D**  
(Landscaping Plan)

**EXHIBIT E**

(Map of area where commercial use is prohibited)