

CORRECTED CONDOMINIUM MAP OF HIGH ALTITUDE AERO HANGAR CONDOMINIUMS

A PORTION OF THE NORTHWEST QUARTER OF SECTION 4 TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH P.M. COUNTY OF EL PASO, COLORADO

PLAT NOTES

- The entire property is subject to a Private Detention Basin/Stormwater Quality BMP Maintenance Agreement and Easement as recorded at Reception No. _____ of the records of El Paso County. The Owner, ALTITUDE AERO, LLC, is responsible for maintenance of the subject drainage facilities.
- The subdivider(s) agree on behalf of him/herself and any developer of builder successors and assigns that subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program (Resolution No. 19-471), or any amendments thereto, at or prior to the time of building permit submittals. The fee obligation, if not paid at final plat recording, shall be documents on all sales documents and in plat notes to ensure that a title search would find the fee obligation before sale of the property.

CONDOMINIUM NOTES

- The Property, and all portions thereof, shall be subject to all recorded licenses and easements including without limitation any as shown on any recorded plat affecting the Property, or any portion thereof, and as shown on this Condominium Map; additionally, the recording data for recorded easements and licenses appurtenant to or included in the Property, or which any portion of the Property is or may be subject by virtue of a reservation in the Condominium Declaration as recorded at Reception No. 224601052, Records of El Paso County. Each Owner and its Guests and tenants shall comply with any covenants or obligations recorded against the Property prior to the recording said Condominium Declaration.
- Subject to the provisions of this Declaration, each Owner and its Guests and tenants shall have a perpetual non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress over, upon, and across the General Common Elements necessary for access to that Condominium Unit, to public or private streets, and to the Limited Common Elements designated for use in conjunction with that Condominium Unit, and each Owner shall have the right to the horizontal and vertical support of his Unit.
- The Association, its officers, agents and employees shall have a non-exclusive easement to make such use of and to enter into, upon, across, under or above the General Common Elements as may be necessary or appropriate to perform the duties and functions which it is permitted or required to perform pursuant to this Declaration or otherwise, including but not limited to the right to construct and maintain on the Common Elements any maintenance and storage facilities for use by the Association.
- If any General Common Elements are located within a Unit, or are conveniently accessible only through a Unit, the Association, its officers, agents or employees, shall have the right to enter such Unit after reasonable written notice during regular business hours, for the inspection, maintenance, repair and replacement of any of such General Common Elements or after service of such notice, if any, as is reasonable under the circumstances, at any time as may be necessary for making emergency repairs to prevent damage to the Common Elements or to another Unit or Units. Damage to any part of a Unit or Units resulting from the above-described repairs, shall be a common expense of all of the Owners, unless such damage is the result of the misuse or negligence of the Owner, his tenants or his Guests, in which case such Owner shall be responsible and liable for all of such damage and may be charged for any cost thereof by special assessment. No diminution or abatement of assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of the above-described repairs or from action taken to comply with any law, ordinance or order of any governmental authority. Damaged improvements, fixtures or personal property shall be restored to substantially the same condition in which they existed prior to the damage.
- If any part of the Common Elements encroaches upon a Unit or Units, a valid easement for such encroachment and for the repair and maintenance of the same, so long as it stands, shall and does exist. In the event that a Building or Condominium Unit is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the Common Elements due to such construction shall be permitted and that a valid easement for said encroachments and the repair and maintenance thereof shall exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Building or Unit constructed on the Property, by error in the Condominium Map, by setting, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Property or any part thereof. Such encroachments and easements shall not be considered or constructed to be encumbrances either on the General Common Elements or the Condominium Units. In interpreting any and all provisions of this Condominium Declaration, subsequent deeds, mortgages, deeds of trust or other security instruments relating to Condominium Units, the actual location of a Condominium Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally from the location of such Condominium Unit as indicated on the Condominium Map.
- Declarant reserves the right to create, grant and transfer non-exclusive easements in, under, over, across, through, and upon the Property and the General Common Elements for the purpose of installing, maintaining, repairing and replacing any utilities, including but not limited to gas, electric, water, sewer and telephone and cable television lines, any heating or cooling installations, any cable, telephone, or master television antenna system and any other necessary and related facilities. The foregoing easements shall include the right of ingress and egress and the right to install and maintain the necessary pipes, wires, lines, poles and other equipment. Should any person or party furnishing a service covered by the general easement herein above described request a specific easement by separate recordable document, Declarant shall have the right to grant such easement without conflicting with the terms hereof. The foregoing easements shall not affect any other recorded easement on the Property, including but not limited to any easements granted in the Condominium Map. Furthermore, easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the General Common Elements, subject to the duty to repair and restore any damage caused by such installations.
- No changes shall be made by any Owner, tenant or Guest in the exterior appearance of a Unit and/or Building without the prior written consent of the Architectural Control Committee ("Committee"), which shall be appointed by the Board; such changes shall include without limitation, any painting or repainting, any roofing or reroofing, any changes as to exterior doors, windows, window coverings, signage, trim, or any other exterior improvement and any other changes, addition or deletion of any item, whether within or outside the Building and/or Unit which is visible from the outside of the Building and/or Unit, as determined by the Committee.
- No building, fence, wall or other structure shall be commenced, erected or maintained upon the Common Elements, nor shall an addition to, or change or alteration thereto or to any Unit be made until the plans and specifications showing the nature, shape, height, material and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design and location in relation to surrounding structures and topography. In the event the Committee fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it and have been received for in writing by the Association's President, approval will not be required, and this Section will be deemed to have been fully complied with.
- No structures of a temporary character, trailer, storage facility, tent, shack, garage, barn or other out-buildings shall be constructed on any portion of the Property without the Committee's prior written approval, either temporarily or permanently.
- No Owner shall undertake any work in his Unit which would jeopardize the safety of the Property, reduce the value thereof or impair an easement thereon or thereto, nor shall any Owner enclose, by means of screening or otherwise, any Common Element including without limitation, any yard, balcony, patio or porch which is accessible from, associated with and adjoins a Unit, without having first obtained the prior written approval of the Committee with respect to the materials, design and specifications for such enclosure, as more particularly provided in this paragraph.
- Nothing shall be done or kept in any Unit, or in the Common Elements, or any part thereof, which would result in any violation of this Declaration and/or the Rules or in the cancellation of any insurance on the Property, or in an increase in the rate of any insurance on the Property, without the prior written consent of the Board. No part of the Property or of any Condominium Unit shall be used in any way or for any purpose which may endanger the health, safety or life of any person or which may unreasonably disturb any other Owner. No activities shall be permitted upon any portion of the Property which will violate the provisions of any applicable statute, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No nuisance shall be allowed upon the Property, nor shall any use or practice be allowed which is a source of annoyance to Owners, or which interferes with the peaceful possession and proper use of the Property by Owners and Guests. No damage to or waste of the Common Elements, or any part thereof, or any Unit, shall be committed by any Owner, or any Guest of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against any loss resulting from any such damage or waste caused by such Owners or their Guests. No excessive noise, odors or disturbance shall be allowed upon the Property as determined by the Board in its reasonable discretion.
- High Altitude Aero Hangar Condominiums, Inc. is formed in Articles of Incorporation recorded at Reception No. 224601052, Records of El Paso County.

OWNER CERTIFICATE:

The undersigned, being all the owners, mortgagees, beneficiaries of deeds of trust and holders of other interests in the land described herein, have laid out, subdivided, and platted said lands into lots, tracts, streets, and easements (use which are applicable) as shown hereon under the name and subdivision of CORRECTED CONDOMINIUM MAP OF HIGH ALTITUDE AERO HANGAR CONDOMINIUMS. All public improvements so platted are hereby dedicated to public use and said owner does hereby covenant and agree that the public improvements will be constructed to El Paso County standards and that proper drainage and erosion control for same will be provided at said owner's expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. Upon acceptance by resolution, all public improvements so dedicated will become matters of maintenance by El Paso County, Colorado. The utility easements shown hereon are hereby dedicated for public utilities and communication systems and other purposes as shown hereon. The entities responsible for providing the services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance, and replacement of utility lines and related facilities.

Owners/Mortgagee (Signature) _____
 By: Ryan Schneide
 Title: Managing Member, Altitude Aero LLC,
 State of Colorado _____
 County of _____
 Signed before me on _____, 20____
 by _____ (name(s) of individual(s) making statement).

 (Notary's official signature)

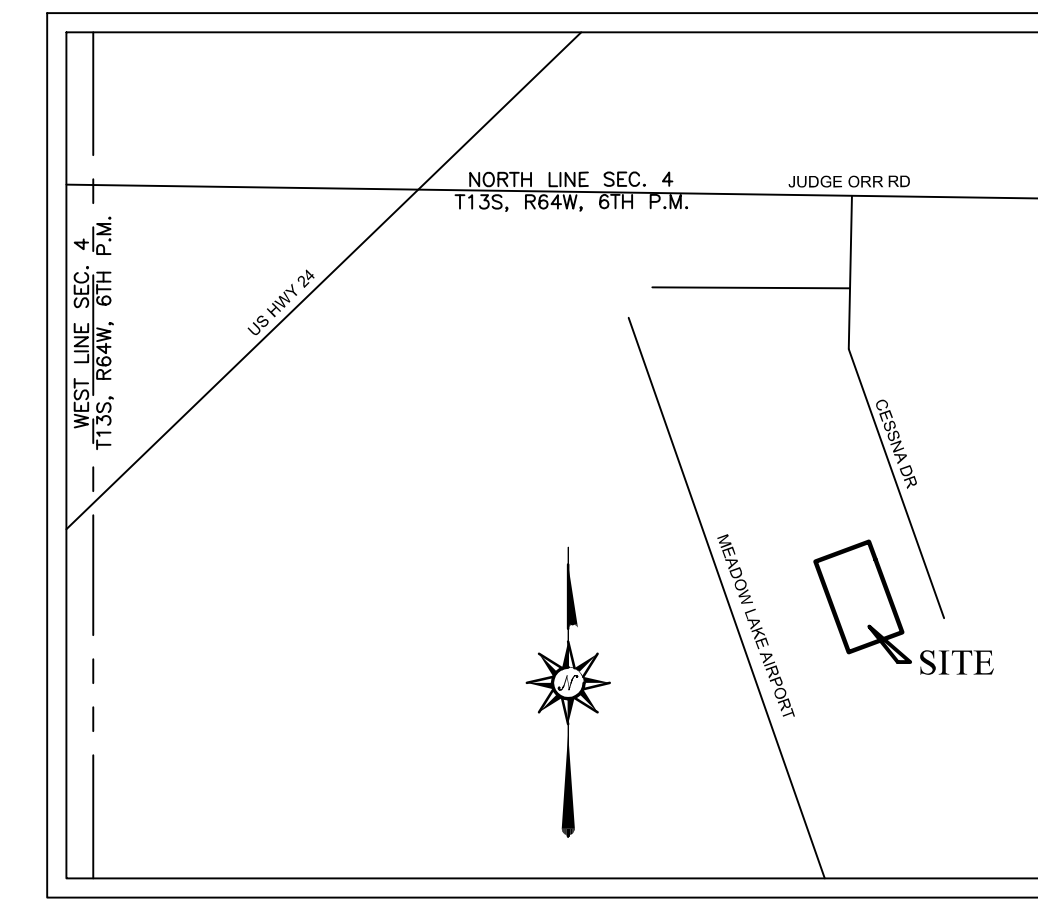
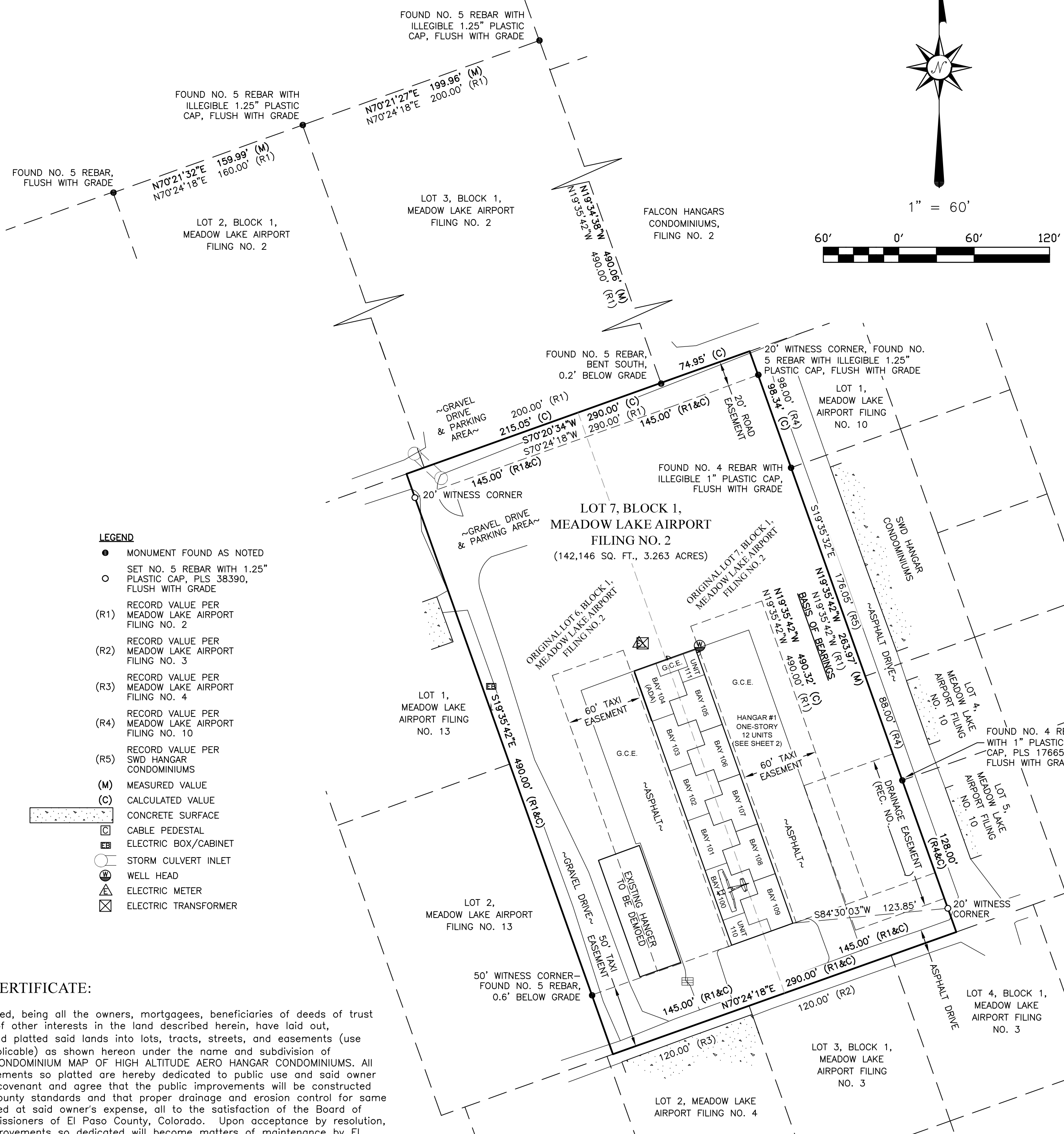
 (Title of office)

 (Commission Expiration)

PLANNING COMMUNITY DEVELOPMENT APPROVAL:

This plat for CORRECTED CONDOMINIUM MAP OF HIGH ALTITUDE AERO HANGAR CONDOMINIUMS was approved for filing by the El Paso County, Colorado Planning and Community Development Department Director on the _____ day of _____, 20____, subject to any notes or conditions specified hereon.

Planning and Community Development Director



PARENT PARCEL LEGAL DESCRIPTION

Lot 7, Block 1, MEADOW LAKE AIRPORT FILING NO. 2, County of El Paso, State of Colorado.

(Per Title Commitment 2309365, with an effective date of April 22, 2024 at 8:00AM as provided by Stewart Title Guaranty Company.)

Note: The original Lots 6 and 7, Block 1, Meadow Lake Airport Filing No. 2 were combined by Resolution No. 84-65, Land Use-38 recorded June 4, 1984 in Book 3878 at Page 153, El Paso County Records.

PARENT PARCEL DETAILS

Address: 8140 Cessna Drive, Peyton, Colorado

El Paso County Schedule No: 430402086

SURVEYOR'S NOTES

- NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory corners a class 2 misdemeanor pursuant to the Colorado Revised Statute 18-4-508.
- The lineal units used in this drawing are U.S. Survey Feet.
- The fieldwork for this survey was completed on January 22, 2024.
- The overall parent parcel contains a calculated area of 142,146 square feet (3.263 acres) of land, more or less.
- For information regarding easements, rights-of-way and title of record, Forth Land Surveying, Inc. relied upon Title Commitment 2309365, with an effective date of April 22, 2024 at 8:00AM as provided by Stewart Title Guaranty Company.
- Bearings are based on the westerly line of SWD Hangar Condominiums and Lot 4 of Meadow Lake Airport Filing No. 10, monumented on the southerly end by a No. 4 rebar with 1" plastic cap, PLS 17665, and on the northerly end by a No. 4 rebar with illegible 1" plastic cap, and bears N19°35'42"W a measured distance of 263.97 feet per an averaged 30 GPS RTK fixed observations.
- Any underground or above ground utilities shown hereon have been located from field survey information. Forth Land Surveying, Inc. does not guarantee said underground utilities to be shown in their exact location and that said underground utilities are shown in their entirety. Forth Land Surveying, Inc. did not physically enter any manholes or inlets to verify size and material. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- The Federal Emergency Management Agency, Flood Insurance Rate Map No. 08041C0554G, effective date 12/7/2018, indicates this parcel of land to be located in Zone X (Areas determined outside the 500-year floodplain).

SURVEYOR'S STATEMENT

I, Cameron Forth, a duly registered Professional Land Surveyor in the State of Colorado, do hereby certify that this plat truly and correctly represents the results of a survey made on date of survey, by me or under my direct supervision and that all monuments exist as shown hereon; that mathematical closure errors are less than 1:10,000; and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivision, or surveying of land and all applicable provisions of the El Paso County Land Development Code.

I attest the above on this _____ day of _____, 20____.

Cameron Forth
 State of Colorado Professional Land Surveyor No. 38390
 For and on behalf of Forth Land Surveying, Inc.

PCD FILE NO. SF2414

DATE: February 23, 2024		REVISIONS		FORTH LAND SURVEYING, INC.	
No.	Remarks	Date	By	1586 S. 21st Street, Suite 10 Colorado Springs, CO 80904 Phone: 719-722-7446 E-mail: Cameron@ForthLS.com Website: www.ForthLS.com	
4	Changed condo name, corrected areas of bays	7/10/24	CEF		
5	Revised per County comments	10/18/24	CEF		
6	Revised per County comments	2/6/25	CEF		
Field:	TEC/CEF	Drawn:	TEC/CEF	Checked:	CEF
PROJECT No.: 24000				SHEET 1 OF 2	