

ASPEN TRAILS SUBDIVISION NUMBER ONE  
LA PLATA COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned property owners of Aspen Trails Subdivision Number One, according to the plat thereof filed of record in the Office of the County Clerk of La Plata County, Colorado, do hereby restrict and impose protective covenants upon said lots owned by us in the said Aspen Trails Subdivision Number One as herein set forth, which restrictions shall be binding upon the owners of said lots and his or their heirs, executors, administrators, devisees, trustees, successors or assigns for a period of twenty-five years from the date of recording the Restrictive and Protective Covenants, to wit:

1. All lots as shown on the above described plat shall be known as residential lots except Lot 65 which is designated as a Commercial Lot.
2. Lots 72, 73, 74, 75, 76, and 77 shall be unrestricted Lots except as to paragraph numbers 3, 3a, 3b, 3g, 3h and 3i, 4, 5, 6, 7, 8, 9, 10, 11, and 12, hereof which shall apply thereto, provided however no more than one house-trailer or dwelling shall be placed or erected on each of said lots.
3. RESIDENTIAL LOT RESTRICTIONS: All lots shall be used exclusively for one-family residential purposes and no commercial enterprise of any kind or nature shall be carried out on such lots.
  - a. No structure shall be erected, placed or altered on any lot in said subdivision until the plans and specifications comply fully with the Codes set by La Plata County.
  - b. No structure shall be erected, altered, placed or permitted to remain on any lot for more than three years from the date of issuance by La Plata County for a construction permit, other than one single family dwelling not to exceed two stories in height excluding basements and a private garage for not more than two cars and necessary outbuildings, such as a snow shed, wood storage shed, workshop, a small greenhouse, a storage building and a guest house not to exceed 300 square feet; none of which can be used a living facilities.

- c. All buildings exteriors shall be constructed from conventional materials, ie. masonry, wood, metal siding. However, exteriors cannot be constructed exclusively of cements, metal or cinder block. All buildings shall have foundations or piers constructed of masonry, metal or concrete.
- d. Roofs on all buildings shall be of some fire resistant material classified as "approved" by the Board of Fire Underwriters.
- e. No ground floor area of the main structure, exclusive of open porches and garages, shall be less than 450 square feet.
- f. The placement and use of mobile homes or RV's will not be allowed other than as stipulated in "b" above and then only after the issuance of a building permit by La Plata County.
- g. No building shall be located nearer than twenty feet to the front property line, nor shall any building be located nearer than

twenty-five feet to any interior side lot line, so as to provide a minimum distance of fifty feet between dwellings.

- h. Water well permit and location, and approval of the septic system must be obtained from the local Colorado permit authorities and health and sanitation authorities, so as to comply with local and state regulations. No outdoor toilets shall be allowed.
  - i. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which would be or become an annoyance or nuisance to the neighborhood. Inoperable (junk) cars and vehicles will not be stored on property for more than three months. The storage of gasoline in large tanks on or in any lot is not permitted. No firearms or firecrackers shall be discharged on any lot.
4. Adequate provision shall be made by property owners for the disposal of all garbage so as to keep all premises in a clean and sanitary condition at all times. Homeowners will be responsible for building a garbage can enclosure for protection from animals and for aesthetic purposes.
  5. All premises shall be kept free of trash and rubble except that during construction of buildings, at which time necessary trash and rubble may accumulate, but shall be removed within a reasonable time, but no longer than three months after completion of construction.
  6. All property owners will be responsible for keeping their pets under control at all times. No more than three domesticated pets per household will be allowed, excluding birds and fish. No more than one horse will be allowed and cannot be pastured closer than fifty feet to any property line of subject lot and all animals and poultry will be fenced and tethered.
  7. Noise of snowmobiles, motorcycles, trail bikes, etc. will be kept to a minimum and will not create an annoyance, and such vehicles will keep to the roads and not traverse private properties.

8. Easements are reserved as shown on the plat for utility installation and maintenance. Also reserved are road easements (private). Each site purchaser is responsible for providing metal or poly culverts with adequate capacity at lots' entrance for road drainage. Lot owners will be responsible for constructing the access road connecting their lot with the subdivision roads.
  
9. If the parties hereto, or any of them, in their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages. The prevailing party shall be entitled to recover reasonable expense of enforcing these Covenants including, but not limited to, attorney's fees.

10. These Covenants may be amended at any time by a majority of owners of lots at the time of the vote. Each lot shall be entitled to one vote on any issue by the owner or owners thereof.
11. These Covenants are to run with the land and shall be binding on all parties claiming under them for twenty-five years from the date of recording the Restrictive and Protective Covenants at which time said Covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots covered by these Covenants it is decided to terminate these Covenants.
12. Invalidation of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

*1-6-95  
approved by owners see attached*

OCTOBER 17, 1994

AMENDMENTS TO PROPOSED COVENANTS  
ASPEN TRAILS SUBDIVISION NO. 1

1. All lots as shown on the above described plat shall be known as residential lots except Lot 21 and Lot 65, which are designated as Commercial Lots.
  
3. c. All buildings exteriors shall be constructed from conventional materials, i.e. masonry, wood, metal siding. However, exteriors cannot be constructed exclusively of cements, metal, or cinder block. All buildings shall have foundations or piers constructed of masonry, metal or concrete. Buildings which are complete in construction and established as in use at the time of recording of this document shall be exempt from the aforementioned items.
  
- g. No building shall be located nearer than twenty feet to the front property line, nor shall any building be located nearer than twenty-five feet to any interior side lot line, so as to provide a minimum distance of fifty feet between dwellings. Buildings which are complete in construction and established as in use at the time of recording of this document shall be exempt from the aforementioned items.

The undersigned, being owners of Lot(s) Numbered 21 in Aspen Trails Subdivision No. One, having received a copy of the proposed Restrictive and Protective Covenants, Aspen Trails Subdivision No. One in La Plata County, Colorado, and having added amendments to Notes 1, 3c, and 3g of said proposed Covenants, hereby appoint David MacCallum my/our proxy following a meeting of the lot owners held on October 8, 1994, at 75 Trew Creek Drive for the purpose of voting whether or not to accept the covenants as aforesaid and instruct our proxy to vote (for) (against) the adoption of these covenants and amendments.

Dated OCTOBER 17, 1994.

PRINT NAME UNDER SIGNATURE LINE.

Jamie A. Milton

JAMIE A. MILTON

ASPEN TRAILS SUBDIVISION NUMBER ONE - COVENANTS RENEWED 1/6/95

BELOW ARE NAMES AND LOT NUMBERS APPROVED AS OF 1/6/95

NAME	LOT
Adams, Harold	26
Baxter, Eddie/Susan	72
Blank, Joani (Trustee)	51
Brunekn, Leonard	32
Burnite, Janet	48, 49, 60, 61
Cook, Lois	67
Dale, Elvah	9
Elkholm, Maynard/Patricia	73
Greiner, David	33
Hamann, Timothy	11
Hammond, Nancy	54, 55, 56, 58
Heath, Richard/Ramona	62, 68
Jackson, Frank/Mary	30
Jensen, Randy/Sharon	8
Jones, Perry	18
LaFollette, DeLane/Anna Mae	65, 66
Lauth, Leslie	41
Lockley, H.B.	4
Lucero, Sammy/Debbie	76
MacCallum, David/Lorene	20
O'Connell, P.J./Carolyn	43
Perryman/Chris	27
Regelmann, Virginia	34
Sandner, Steven/Martha	39
Schrunk, Jerome/Catherine J.	35

Smith, William/Elizabeth A.	49, 46
Stavelly, Phillip, Jeannine	75
Stevens, Raymond/M.Maurine	10
Tate, James/Velna	70
Walker, Kenneth/Deborah	38, 40
Wharton, James	59
White, Leslie	25
Woodson, Darren	47
Young, Clifford	52