

RESTRICTIVE AND PROTECTIVE COVENANTS  
ASPEN TRAILS SUBDIVISION NO. 2  
LA PLATA COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned property owners of Aspen Trails Subdivision No. 2, do hereby correct the Amended Restrictive and Protective Covenants recorded on October 12, 1993, as Reception #655609 in the records of La Plata County, Colorado to insure the best use and the most appropriate development and improvement of each lot thereof, to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of said property, to guard against the erection thereon of poorly designed or proportioned structure, and structures built of improper or unsuitable materials; to insure the highest and best development of said lots, to encourage and secure the erection of attractive homes thereon; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from roads, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement on said property, and thereby to enhance the values of investments made by purchasers of lots therein. And for clarification of sub-paragraph "f" of Paragraph "1" in aforesaid Covenants.

AND being the owners of a majority of the lots in Aspen Trails Subdivision No. 2, as recorded and filed in the Office of the County Clerk of La Plata County, Colorado, pursuant to Paragraph 8 of the Amended Restrictive and Protective Covenants, do hereby correct said Covenants and restrict and impose these protective covenants upon all of said lots in the Aspen Trails Subdivision No. 2 as herewith set forth, which restrictions shall be binding on 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 Amended Restrictive and Protective Covenants on October 12, 1993, to wit:

1. 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 as living facilities.

c. All buildings' exteriors shall be constructed from conventional materials, i.e. masonry, wood, metal siding. However, exteriors cannot be constructed exclusively of cement, 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.

1. 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.

2. 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.

3. 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.

4. 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 or tethered.

5. 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.

6. 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.

7. If the parties hereto, or any of them, or 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.

8. 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.

9. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for twenty-five years from the date of recording the Amended Restrictive and Protective Covenants on October 12, 1993, 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.

10. 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