

ENTRY NO. 224467  
RECORDED 11-6-73 AT 5 P M. BOOK 171 PAGE 533-539  
REQUEST OF Steven Godwin  
FEE PAID - JACKSON WAINWRIGHT ASPEN COUNTY RECORDER  
\$ 8.00 BY [Signature] DEPUTY

**DECLARATION OF PROTECTIVE COVENANTS**

GRANTOR'S C  
GRANTEES A

FOR

**ASPEN HILLS, A REAL ESTATE SUBDIVISION**

Grantor hereby makes and declares the following limitations, restrictions, and uses upon and of such real property as restrictive and protective covenants running with the land, and binding upon all future owners of any part of such real property.

1. GENERAL PURPOSES: These covenants are made *Doc #2* for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the owners of lots in the subdivision.

2. TEMPORARY BUILDINGS: Buildings of a temporary nature or trailers or campers for overnight camping shall be permitted only upon written approval of the Environmental Control Committee or in areas which may be specifically designated by Aspen Hills Corporation.

3. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Any exception, if any, must be with the written permission of the Environmental Control Committee.

4. WATER AND SEWAGE: No individual water supply or sewage disposal system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Federal, State or local public authorities and the Environmental Control Committee as established by Aspen Hills, and no outdoor toilets, outdoor clothes poles or clothes lines, and no storage of vehicles or material of any kind to be permitted, without consent of the Environmental Control Committee.

5. FIRES: No open fires shall be permitted on any part of the property. All chimneys must be covered with Spark Screens,

6. TREE CUTTING: Cutting of trees shall be permitted upon the written consent of the Environmental Control Committee. Consent need not be obtained by utility companies during process of installation of utilities or by Aspen Hills Corporation for road building.

7. RESIDENTIAL USE: No building shall be used for any purpose other than residential, except on lots designated by Aspen Hills for business or commercial use.

8. APPROVAL OF CONSTRUCTION PLANS: All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereon any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Com-

mittee (herein called "Committee" as the same is from time to time composed).

Two (2) complete sets of plans and specifications together with proof of approval of water and sewage disposal systems for any and all proposed improvements, the creation or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plan, elevations, and specification therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. A filing fee of \$20.00 shall accompany the submission of such application plans to defray Committee expenses.

The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions: If the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or

structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

The Committee shall not 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 done according to such plans and specifications.

The Committee shall have the authority to set up regulations as to the height, architectural plan and design, the size requirements for all dwellings and all other types of outbuildings and structures, including fences, walls, copings, etc. The Environmental Control Committee shall be appointed and designated by Aspen Hills only, or assigns.

No improvements shall be built unless they conform with all requirements of the Federal, State and local governing authorities and the minimum building area restrictions as they may exist at the time of approval of the plans by the Environmental Control Committee.

9. GARBAGE: Garbage must be kept in covered metal containers, or buried. Trash, tin cans, paper, etc., must be kept in wire or metal containers or buried.

10. SIGNS: No signs, billboards, advertising or any nuisance of any nature shall be erected, placed, displayed or maintained on any part of the property herein described, nor in or on any building erected thereon, except that signs or

advertising may appear upon buildings erected upon lots designated by Aspen Hills for business or commercial use, provided that such signs or advertising be approved in advance by the Environmental Control Committee.

11. ANTENNA: Exterior TV or radio antenna taller than twelve (12) feet high must be approved by written consent of the Environmental Control Committee.

12. OIL, WATER AND MINERAL AND ROAD RESERVATIONS: Aspen Hills reserves all oil, water and mineral rights and reserves, also, such right-of-way over, across and along all boundaries of each lot of said property for installation and maintenance of such utilities, roads and services as may be deemed desirable by the Environmental Control Committee; Provided, however, no right-of-way for roads shall be approved by the Environmental Control Committee without owner's consent, if it encroaches more than 35 ft. from any property line.

13. MEMBER OF ASSOCIATION: Owner agrees to become a member and/or stockholder of an association of property owners, to be formed by Aspen Hills. Owner covenants that he, his executors, heirs or assigns, shall be bound by the By-Laws Rules and Regulations as may be duly formulated and adopted by such association and that he and/or they shall be subject to the payment of annual dues and assessments and the cost of collection and legal fees, if any, of the same, relative to the maintenance, safety, security, common areas, streets, health standards, water, sewer, parks and recreation areas, drainage and the like. Dues and assessments shall be set by the members of the association at any authorized meeting, but in an event

shall the uniform annual charge be less than \$30 per year for each lot. Each property owner shall have one (1) share and one (1) vote per lot.

14. PRIVATE ROADS: All roads and driveways within the area of the property hereby conveyed are to remain private, and under the control of Aspen Hills or its designee, provided, however, that each lot owner shall be entitled to reasonable ingress and egress to his property.

15. SNOWMOBILE AND HORSE EASEMENT: A fifteen foot public easement is provided along all lot lines facing a road. This easement is restricted to the use by owners and for over-snow vehicles and equestrian purposes.

16. GRAZING RIGHTS AND FENCING: Aspen Hills reserves all the grazing rights on all land and is not responsible to any owner for damages resulting from sheep, cattle or livestock grazing said land. The owner of any lot may fence out the sheep, cattle and livestock at his own expense. However, no fence, wall, or similar type barrier of any kind shall be constructed, erected or maintained on any lot, except such fences or walls as may be approved by the Environmental Control Committee as an integral or decorative part of a building to be erected on a lot, or for the control of livestock. No barbed wire fence may be used at any time.

17. NUISANCE AND FIREARMS: No noxious or offensive activity shall be carried on within the subdivision; nor shall anything be done or permitted which shall constitute a public nuisance therein; nor shall any firearms be discharged within the subdivision.

18. CLEAN UP OF PROPERTY: Aspen Hills or assigns or the property owners association shall have the right to enter upon the land of another and clean, repair or remove material or property to the satisfaction of the Environmental Control Committee provided the owner is notified in writing thirty (30) days prior thereto. The owner may be charged for any and all necessary expenses incurred in cleaning, repairing or removing said material.

19. WATER USE: Water is restricted in use for culinary purposes only and cannot be used for outside lawns and gardens. Any use for landscaping shall be only with written permission of the Environmental Control Committee.

If any of these restricted covenants, conditions and restrictions, or parts thereof are waived by Aspen Hills, or are adjudicated, illegal, and/or void, such waiving or ruling shall not affect any of the balance of the covenants, conditions and restrictions and they shall remain in full force and effect.

ATTEST:

Donna Liesy

Bruce Cummings  
Bruce Cummings, President

Appeared before me this 2nd day of July, 1973, Bruce Cummings and Don Liesy, who duly represented to me that they are the President and Secretary of Aspen Hills Corporation and they duly acknowledge to me that they executed the above document.



Jacqueline L. Luster  
Notary Public

My Commission Expires:

Oct. 19, 1976