

RESTRICTIVE AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the owners of all of the lots in Aspen Trails Subdivision no. 3, 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 all of said lots in the said Aspen Trails Subdivision No. 3 as herein set forth, which restrictions shall be binding upon the purchaser or purchasers of said lots and his or their heirs, executors, administrators, devisees, trustees, successors of assigns for a period of Ninety-nine (99) years, to wit:

1. Lots 5, 6, 7, 8 and 9 shall be unrestricted lots except as to Paragraph Nos. 2, 2b,2d,2e,3, 4, 5, and 6 herein which shall apply thereto, provided, however, no more than one house trailer or dwelling shall be placed or erected on each of said lots.

2. Residential lot restrictions:

a. No structure shall be erected, altered, placed or permitted to remain on any Residential lot for more than three years, other than one single family dwelling.

b. No building shall be located nearer than 35 feet from the front property line as shown on the Plat filed of record, nor shall any building be located nearer than 20 feet to any interior side lot line, so as to provide a minimum distance of 40 feet between dwellings. Except when multiple lots are combined and coincide as one.

c. No ground floor area of the main structure, exclusive of open porches and garages, shall be less than 384 square feet on the ground floor.

d. All residence toilets shall be chemical or incinerator type toilets or such other type toilets as may be approved by San Juan Basin Health: water well permits and approval of sewer disposal facilities must be obtained from the local Colorado permit authorities and health and sanitation authorities, so as to comply with local and state regulations.

e. 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. No firearms, firecrackers, or air-rifles shall be discharged on any lot. No barbwire or electric fences shall be constructed on any lot.

3. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Said waste shall be kept in sanitary containers. All incinerators or other equipment for the disposal of such material shall be kept in a clean regulations of the applicable county or state regulatory body.

4. 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 culverts with adequate capacity at lot entrances for road damage.

5. If the parties hereto, of 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 and such covenant and either prevent him or them from so doing or to recover damages.

6. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ninety-nine (99) years from the filing of these covenants unless by a vote of the majority of the land owners in the subdivision it is agreed to change said covenants in whole or in part. 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.