

RESTRICTED COVENANTS ASPEN ACRES

The aforementioned sole owner, Aspen Acres, Incorporated, further stipulate that the following enumerated covenants shall apply to the herein described subdivision in its entirety;

1. **Land Use And Building Type.** Land designated, as "Lots" shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height. A guesthouse or servants quarters may be constructed. A private garage building may also be constructed.
2. **Architectural Control.** No building shall be erected, placed or altered on any lot or tract until reconstruction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee. The plan shall further set forth the quality of workmanship and materials, harmony of external design with existing structures, and the location with respect to topography and the finished grade elevation shall likewise be shown. No fence or wall shall be erected, placed or altered on any lot nearer to any street or roadway than the minimum building set back line unless previously approved.
3. **Building Location and Size.** No building shall be located on any lot nearer to any of the lot lines than 50 feet. The ground floor area of the main structure, exclusive of open air porches, porches or patios, shall not be less than 600 square feet for the said dwelling.
4. **Lot Area And Width.** No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 100 feet at the minimum building set back line or on an area of less than 20,000 square feet.
5. **Sewage Disposal And Trash.** Each property owner shall construct and maintain a septic tank with a minimum of 50 feet from the property line; the installation of which shall be approved by the appropriate County Health Department or a like agency of the State of Colorado.
6. **Livestock And Poultry.** No property owner shall be permitted to raise, breed or keep such animals and livestock. No animals, livestock or poultry of any kind shall be kept, bred or maintained for commercial use. Household pets such as dogs and cats should not run loose at any time.
7. **Easements.** Easements for installation and maintenance of utilities, drainage facilities and roadways are reserved as shown on the recorded plat.
8. **Nuisances.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
9. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
10. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the constructions and sales.
11. **Continuity of Construction.** All structures commenced in Aspen Acres, First Filing, shall be prosecuted to completion in a diligent manner and shall be completed within twelve months from the date of

commencement of construction except when said time for completion is extended by the architectural control committee.

12. **Exceptions.** Exceptions to the above covenants may be made only with the approval of the architectural control committee which exceptions shall be granted only when the physical topography of the lot or tract area absolutely requires.

13. **General Provisions.** The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owner of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. Architectural Control Committee

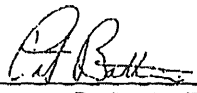
- A. **Membership.** The Architectural Control Committee is composed of the Board of directors of the Aspen Acres Homeowners Association. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its original powers and duties.
- B. **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing with at least three members signing.

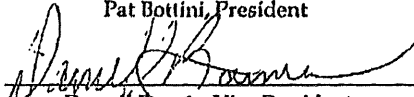
16A. **Responsibility for Property.** It is the responsibility of anyone selling property, either private or realtor/agent/broker to provide a copy of the covenants to the prospective buyer prior to closing on the property.

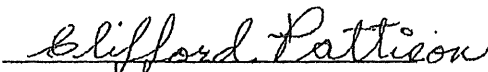
In Witness whereof, Aspen Acres, a Colorado Corporation, has caused these presents to be executed this 3rd day of July, 1999, A.D.

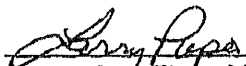
Aspen Acres Incorporated

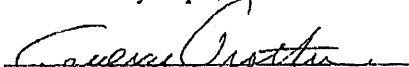
By:


Pat Bottini, President


Darrell Barnés, Vice President


Clifford Pattison, Secretary-Treasurer


Larry Pieper, Member


George Trotter, Member