

**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS, BENEFITS AND RESTRICTIONS**

IN

EAST TWIN LAKES ESTATES HOME AND PROPERTY OWNERS ASSOCIATION

(As amended March 3, 2007)

(Original recorded in Lake County July 28, 1998 R317503)

(Amended Recorded in Lake County February 15, 2008 R348457)

ARTICLE 1

**MEMBER'S PROPERTY SUBJECT TO THIS DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, BENEFITS, AND RESTRICTIONS**

Fee owners of property generally described below in considerations of the mutual promises herein contained covenant and agree by and between themselves that the property owned by the members of these covenants have become members of East twin lakes Home and Property Owners Association (hereinafter "H&POA"). Membership shall therein after be conveyed, transferred, occupied and sold subject to the benefits, conditions, covenants, reservations, and restrictions as set forth in the various clauses of this Declaration as amended from time to time by a majority of the members entitled to vote. Members that are entitled to vote are those whose accrued and/or current annual dues are paid in full 30 days prior to date of casting their vote.

Home & Property Owners Association Procedural Background:

Home and property owners associations in general are being requested to take an ever increasing role in the development, administration, maintenance, and control of scenic values, wildlife mitigation, underground utility easement, road development and maintenance, water services, development of public trails and the general promoting of economic development opportunities relating to both private and public properties within and adjacent to the situs of home and property owners associations. (Cf., Ross subdivisions in Lake County). The

historic area targeted by East Twin Lakes Home and Property Owners Association is shared by the adjacent Cache Creek Park Home and Property Owners Association. These home and property owners associations include residential and other land uses such as properties of the earliest gold placer mining in the upper Arkansas Valley where gold placer mining continues today. The greater area includes public and private water resources of the Arkansas River, Lake Creek, Cache Creek and the Twin Lakes Reservoir and some of the earliest water rights within the original Lake County (now Chaffee and Lake Counties). Adjacent areas for fisheries improvements, year round recreational development, an allocated winter sports site, and ongoing efforts both private and public to foster forest health have been in focus for many years. Various properties are again being laced together with equestrian and pedestrian trails. The hands-on lifestyle promoters, beneficiaries, and risk takers are the H&POA members, not nonresident special interest groups.

Notwithstanding that the federal, state, and County (Chaffee and Lake) governments are increasingly defaulting in their responsibilities by placing development, administration, access, maintenance of roads and trails and other land use burdens on nonprofit home and property owners associations this assumption of risks and economic expenditures by members of the home and property owners associations shall become a golden opportunity for the immediate resident populace to take control of their own destiny.

Situs of Properties.

The properties of the members that share in the risks and rewards of the East Twin Lakes H&POA are generally described as follows:

The Southeast Quarter of Section 10; Sections 13, west of U.S. Highway 24; Section 14; Portions of Section 15; Portions of Section 23, north of Colorado State Highway No. 82; Section 24, north of Colorado State Highway No. 82 and west of U.S. Highway No. 24.

For the purpose of these covenants the above-described property may hereafter be collectively referred to as a portion of the greater "Twin Lakes Community".

ARTICLE II

Members are the original fee owners and subsequent owners who became subscribers of the H&POA by paying dues. The H&POA has developed, administered and maintained roads for access and for underground utility easements. Additionally, the H&POA continues to assist with the development and administrations of recreational areas, public and private open space, equestrian and pedestrian trails and other areas of mutual and shared interests within the greater Twin lakes Area. The members are subject to the conditions, covenants, restrictions and reservations herein declared for the following purposes: (1) to protect the owners or real property located in the East twin lakes Community, against such improper use of adjacent and surrounding tracts of real property as will depreciate the value of their property; (2) to preserve as far as practicable, the natural beauty, aesthetic value, and scenic views of each and every tract of such property so as to blend structures into the surroundings and to prevent the erection of structures that negatively dwarf the natural, aesthetic, and scenic values; (3) to prevent the erection of structures built of improper or unsuitable materials that would distract from the types of values listed in (2) above (e.g., to prevent the erection of round or dome houses where the geometry does not blend into the natural geomorphology and to prevent the erection of houses that would dominate and become a distraction to the scenic skyline because of color, improper proportioning of the dimensions, or improper selection of exterior texture and components); (4) to prevent the building of houses or other structures that would unnecessarily limit scenic views of existing houses or potential future development on other tracts; (5) in general to provide for quality of improvements on all tracts of said property with a minimum of disturbance to the natural setting and to minimize negative impacts to areas of mutual interest, such as roadways. Covenants for uses other than residential will be added to these protective covenants as economic development continues.

Residential Uses (Exclusive of Mobile Home Parks):

A. Land Use and Building Type. No lot or tract shall be used except for residential and recreational purposes and support type facilities such as necessary

utility structures. No modular home, manufactured home, mobile home, damaged dwelling, shack, or basement of unfinished house shall be used as temporary or permanent residence on any residential lots or tracts. Any temporary residence of a tract via recreational vehicle, camp trailer or tent for seasonal vacations (not to be continuous for over nine months in any one year) or for use while permitted home construction is in progress of erection shall at all times give the appearance of readily being moveable and will not exhibit and attachments such as lean-to, add-on structures, or skirting. No building shall be erected, altered, placed, or permitted to remain on any lot or tract other than for residential or recreational purposes, and such erection, alteration, placement or other construction shall be first approved by the Building Acceptance Committee/ Architectural Control Committee of East Twin Lakes Estates Home and Property Owners Association.

B. **Nuisances.** No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

C. **Livestock, Poultry, and Other Animals.** East twin lakes Estates, Inc., the present owner of the majority of the unimproved tracts within parcel 1A of Section 14 of the properties listed herein pastures horses and cows on the tracts not built upon. When East Twin Lakes Estates, Inc., has sold 80 percent of the total tracts that it originally purchased in said parcel 1A of Section 14, the pasturing by East Twin Lakes Estates, Inc., will be terminated. Acknowledging the pasturing exceptions for benefit of East Twin Lakes Estates, Inc., all other real property owners, their heirs, successors, or assigns agree to all the covenants contained herein to include the following pertaining to livestock, poultry, and other animals: (1) No animal(s), livestock, or poultry of any kind shall be raised, bred, or kept on any tract or in any improvement thereon, provide, however, that domestic dogs, cats, and other household pets may be kept provided that no commercial use be made of such animals. (2) All owners of domestic pets shall not allow their pets to endanger persons or pets of other property owners, and owners of domestic pets shall maintain humane care for their pet(s) to include that no animal is to be physically restrained by leash, chain, etc., continuously for more than 20 hours without interaction by personal care and attention in

addition to feeding. Adequate penning and control must be maintained. For example, dogs or other animals kept in captivity solely for security or other reasons where no animal-owner interaction takes place on a daily basis other than feeding shall be considered to be inhumane and a nuisance to the quality of life promoted by these protective covenants and will be treated as a nuisance in violation of these covenants.

D. **Signs and Signage.** No signs, billboards, poster boards or other painted, printed, or engraved material shall be erected or maintained on any lot or structure without the approval of Building Acceptance Committee of the H&POA. Signs reasonably necessary for identification of a roadway or street and tract designation may be approved by the Building Acceptance Committee.

E. **Preservation of Natural Scenic Values and Utilities.** Live trees and large weathered or moss colored rocks shall not be removed, defaced, or altered on any tract to the extent that the privacy or aesthetic value of said tract, or the surrounding tracts, is unnecessarily impaired. No above ground electrical, telephone, or other transmission lines or their supporting poles or structures are allowed. Underground electrical and telephone service shall be connected to tracts at designated taps or tap locations to be designated by Building Acceptance Committee or their designated agent at time of owner's application for said service. No outside lighting is permitted in the absence of person(s) being outside within the lighted area. No storage of salvage materials is allowed. No commercial activity is allowed on the premises if said activity requires the storage or showing of materials outside of the dwelling and/or if said activity requires on site personal contact with clients for sales, marketing, or promotion. Owner's flexibility and uniqueness of architectural design is encouraged for dwellings and accessory buildings. Roof and exterior colors shall blend in with the natural surroundings, and vertical unbroken or obtuse structures on elevated portions of a tract that distract from scenic views of the natural dwellings are not permitted and will be deemed in violation of these covenants.

F. **Discharge of Firearms.** For mutual safety and in accordance with existing laws, no firearms, fireworks, explosives or similar devices shall be discharged on any tract. When explosives are used in connection with road or site and utility excavation said explosives shall not be used on weekends and holidays and the

association must be notified 5 days in advance of the owner's scope of work and plan for protecting the property and health of others located on any of the residential tracts.

G. **Excavation.** All driveway excavations shall not change the width or grade of existing roads, shall not interfere with road drainage (drainage shall require 18-inch diameter culverts in driveway where drainage runs parallel to and in ditch along side of road), and shall not provide any obstruction to existing road traffic by parking, etc. on driveway. All excavations to tracts will require retaining walls, reseeding or other appropriate methods of landscaping to minimize erosion and to blend excavation with the natural setting. If an owner has any doubt as to what is acceptable landscaping or driveway improvements the owner should consult the Association for acceptance or owners proposed plan. Any owner's excavation that is unsightly in relation to dominate natural scenic values or that impacts roads or properties of others will be deemed in violation of these covenants. The owner will be notified of a violation and given 30 days from date of notice to correct the violation. If the owner has not made correction within 30 days, then said violation will be corrected by the Association and charged to the owner.

H. **Landscaping.** It is hereby declared to be the policy of the subscribers hereto that, in connection with all construction undertaken upon any tract, every tract owner shall, following the completion of construction, take such action as may be required by the HOA, or an authorized committee or agent thereof, to restore the appearance of his land and any adjacent land disturbed or affected by said construction, to a natural condition. In addition thereto, the said Association shall be fully empowered to require each tract owner to undertake and complete such a program of landscaping as said Association shall determine to be necessary and desirable. Failure of any tract owner to meet such requirements shall constitute a violation of these covenants.

I. **Terms of Covenants.** Each of the covenants, conditions, restrictions, and reservations set forth herein shall run with and bind the land belonging to the subscribers hereof and shall continue to be binding for a period of fifty years, and automatically shall be continued thereafter for successive periods of ten years each, unless at the end of such fifty-year period or any such ten-year periods,

sixty percent of the landowners subscribing to these covenants, their successors, heirs, or assigns, shall execute and record a document repudiating these covenants and restrictions.

The owners eligible to vote having seventy-five percent of the tracts subscribing to these covenants, their successors, heirs, or assigns, may amend one or more of the provisions of this article II, by executing and acknowledging and appropriate amendment in writing for such purpose and filing same for record in the office of the Clerk and Recorder of Lake County, Colorado.

J. **Summary of Abatement for Violation of Covenants.** Violation of any of the covenants or restrictions herein contained shall give to the H&POA the right to enter upon the property upon or as to which such violation exists, and to summarily abate, construct, complete, remove, or have removed at the expense of the owner thereof, any erection, thing, nuisance, or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the H&POA shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. If the violation pertains to an improvement such as excavation or erection of a structure the owner will immediately terminate said activity and will be given 30 days to correct any activity in violation of these covenants.

Upon failure of said Association, its agents or assigns to take any such action within thirty days after such violation occurs, any subscribing tract owner may enforce these covenants and restrictions by proceeding at law or in equity against any person or persons who has subscribed of these covenants and who is violating or attempting to violate any covenant or restriction, either to restrain such violation or to recover damages (which shall include reasonable attorney's fees and costs) and failure by any such subscribing owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

K. **Severability.** Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the provisions hereof, which shall remain in full force and effect.

L. **Limitation of Liability.** Neither East Twin Lakes Estates, Inc. nor the H&POA or its designated representative shall have any liability to any person or

corporation by reason of its good faith actions taken hereunder. In performing its duties hereunder, the H&POA and its designated representative shall be acting on behalf of all subscribers hereto, their successors, heirs or assigns and not as agent for East Twin Lakes Estates, Inc. or its agents who shall not have liability for their action or failure to act.

M. **Tract Set-backs From Property Lines.** All building heights and improvement set backs from property lines and roads are as listed in Lake County's Development Code. For existing roads the minimum setback of 20 feet is from the edge of the existing road easements not from any survey plat that predated the road construction. Where roads are not constructed, the minimum setback of 20 feet is from the most recent survey plat of the edge of the designated road easement width. Any variance request because of unusual tract topography or special conditions shall be approved by the H&POA prior to submission of owner's variance application to the Lake County Planning and Zoning Board.

N. **Acceptance of Lot or Tract Improvements.** The agent or Excavating and Building Acceptance Committee designated by East Twin Lakes Estates Home and Property Owners Association, will free of charge review an owner's excavating and building plans for approval/disapproval of proposed excavating plan, color schemes and appropriate proportioning of vertical to horizontal scale, exterior materials, etc. For any proposed improvements on the real property subject to these covenants.

O. **Complete Instrument.** This instrument, as amended, embodies the entire and complete agreement of the members who have subscribed to being parties to the East Twin Lakes Home and Property Owners Association. No promise or undertaking has been made by any member, and no understanding exists with respect to the transaction contemplated, except as expressly set forth herein. All prior and contemporaneous covenants or deed restrictions between the members are integrated and merged into this instrument.

This instrument may be executed in several counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

Amendments to this Declaration of Protective Covenants were initiated at the regular meeting of the Executive Board on March 3, 2007.

The foregoing instrument was acknowledged before me this 15th day of February, 2008 by *Dennis O'Neill*, Director and President, East Twin Lakes Home and Property Owners Association.