

DECLARATION OF PROTECTIVE COVENANTS  
FOR SOPRIS VILLAGE  
SUBDIVISION, EAGLE COUNTY, COLORADO

ARTICLE I  
Property Subject to This  
Declaration of Protective Covenants

Sopris Village Properties, Inc., ("Declarant"), a Colorado Corporation, Robert Dale Wells, Shirley Ann Wells, Chester R. Gibbons and Betty J. Gibbons are the owners and Majestic Savings and Loan Association is a mortgagee of all of that property within the subdivision named Sopris Village Subdivision in Eagle County, Colorado. The real property which is, and shall be conveyed, transformed, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements as set forth within the various clauses and covenants of this Declaration is located in the County of Eagle, State of Colorado, and is more particularly described as follows:

Sopris Village Subdivision as recorded  
in the office of the Clerk and Recorder  
of Eagle County, Colorado in Book 234  
at Page 206.

ARTICLE II  
General Purposes and Definitions

A. The real property described in Article I hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to provide for an association of home owners which will implement and enforce the provisions hereof; to protect the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as is practical the natural beauty of such property; to prevent the construction of improper or unsuitable improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; to guard against fires,

unnecessary interference with the natural beauty of the subdivision and to provide adequately for the improvement of said property, all to the mutual benefit and protection of the owners of lots in the subdivision.

B. As used herein the following words and terms shall have the following meanings:

"Architectural Control Committee" shall mean that certain committee established by the Association to initially review and approve construction plans and plans for improvement of the lots within the subdivision.

"Assessments" as defined in Article IV B herein.

"Association Lien" as defined in Article IV C herein.

"Declaration" shall mean this Declaration of Protective Covenants for Sopris Village Subdivision.

"Lot" shall mean each lot reflected on the recorded plat of the subdivision as defined herein.

"Out Building" shall mean an enclosed covered building not directly attached to the main structure which it serves.

"Owner" shall mean the owner other than Declarant of a Lot by deed or installment contract.

"Single family residence" shall mean a single family residential building together with not more than two (2) Out Buildings.

"Sopris Village Homeowners' Association" shall mean that certain property owners' association which is a nonprofit corporation of which any owner of property within the subdivision, including Declarant, shall become a member immediately and automatically upon becoming an Owner within the subdivision (hereinafter such association may sometimes be referred to as the "Association").

"Subdivision" shall mean the land described in Article I.

ARTICLE III  
Covenants and Conditions

A. Land Use and Building Type.

Except for Block 1 of the Subdivision, no building site shall be used except for residential purposes, and each site shall be limited to one Single Family Residence. No building shall be erected, altered, placed, or permitted to remain on any site other than for residential purposes, except for private garages, greenhouses, swimming or tennis cabanas, and other Out Buildings incidental to residential use of the premises. No basement, tent, shack, garage, or other Out Building erected on a building site covered by these covenants shall at any time be used for private habitation, temporarily or permanently, unless approved in writing by the Association. No Lot shall be used for any commercial or business purposes whatsoever. The foregoing covenants shall not apply to any real estate sales office or model home of Declarant or its agent, and the activities conducted in connection therewith.

B. Approval of Construction Plans.

No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any addition thereto or change or alterations therein be made unless it complies with the Eagle County, Colorado, zoning ordinances in existence with respect to the property and until the complete plans and specifications (including, but not limited to the floor plan, elevations, plot, grading, and landscaping plans, provisions for off-street parking, the specifications of principal exterior materials, color schemes and the location, character, and method of utilization of all utilities) have been submitted to an Architectural Control Committee appointed by the Association and approved in writing by the Association. A Certificate of Approval signed by the president or vice-president (both of whom shall serve as members of the Architectural Control Committee) of the Association shall be sufficient to show compliance with this Article. Each building or other structure shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications.

The Architectural Control Committee may impose reasonable requirements with respect to information to be furnished and the form and manner of presenting the same in order to obtain approval for any structure and all landscaping. For all structures, complete plans and specifications shall be submitted in duplicate to the Architectural Control Committee, which shall be drawn to a minimum scale of 1/16" equals 1'; shall show location of all existing and proposed contours and contour elevations, renderings of all sides of the structures; shall indicate materials and colors to be used; and shall be submitted in duplicate together with a fee of \$100.00 to be paid to the Architectural Control Committee to compensate it for the time and effort required for review. \$75.00 of said fee shall be waived if said plans are signed by a licensed architect. Prior to submission of complete plans and specifications as provided above, preliminary or tentative plans and specifications, including preliminary plot plans and preliminary renderings of all sides of all structures, shall be submitted to the Architectural Control Committee, which shall clearly and completely show and set forth the essential features and intent of the construction subject to the preparation, submission and approval of the final building plans, plot plan and specifications as provided herein.

In passing upon all such plans and specifications, the Association shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built to the lot upon which it is to be erected, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the view from adjacent or neighboring lots and upon the environment. The Association shall use reasonable judgment in passing upon all such plans and specifications, but shall not be liable to any person for its action in connection with submitted plans and specifications unless it be shown that it acted with malice or wrongful intent.

The Association shall act upon the plans and specifications submitted to it within thirty (30) days after the submittal of the final plans and specifications. If no action is taken by the Association within such 30-day period, the plans and specifications shall be deemed approved. If within such 30-day period the Association rejects such plans or requests changes therein and the plans are resubmitted, the Association shall again have thirty (30) days upon which to act upon such plans and specifications.

C. Minimum Floor Area and Building Heights.

No single family residence shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 900 square feet. The maximum height of any building shall be in compliance with the Eagle County zoning ordinances.

D. Set Back Requirements.

The location of improvements with relation to property lines shall comply with the following minimum set-back requirements:

Front line: 25 Feet  
Back Line: 12-1/2 Feet  
Side Line: 7 1/2 Feet

The location of such improvements shall receive the advance approval of the Association in paragraph B. above-required and shall conform to the Eagle County zoning regulations then in effect. The Association may waive the set-back requirements if such waiver shall further the objectives of those covenants.

E. Fences.

No fence, wall, or similar type barrier of any kind shall be constructed, erected, or maintained on any lot for any purpose whatsoever, except such fences, walls, or barriers as may be approved by the Association.

F. Signs.

No signs of any kind shall be displayed to the Public view on any part of the property, except one sign of not more than 6" x

18" designating the owner and property address of any building site, one (1) sign of a size not to exceed two (2) feet by three (3) feet advertising the property for sale or rent, or signs used by Declarant, or its agent, to advertise the property.

G. Easements.

Easements and right-of-way as described on the recorded plat of Sopris Village have been reserved for poles, wires, pipes and conduits for electricity, gas, telephones, sewer, drainage water, irrigation canals, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the subdivision. Road right-of-ways and easements shown on the plat contain utility easements, and easements for other purposes. No dwelling, improvement, material, equipment, or refuse shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

All unsightly structures, facilities, equipment and other items, including but not limited to those specified below, shall be enclosed within a solid, covered structure or screened from view. Any trailer, boat, truck, tractor, snow removal or garden equipment, and any similar items shall be kept at all times, except when in actual use, in an enclosed garage or other enclosed structure. No lumber, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any parcel except building materials during the course of construction and only for such reasonable period of time as is necessary prior to collection or disposal thereof.

H. Garbage and Refuse Disposal.

No part of the property above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris, or other waste: at all times the property shall be maintained in a sanitary condition. Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind shall be permitted

upon the premises (except for cooking). Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance. These restrictions also apply to contractors doing construction. No motor vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than thirty (30) days in any calendar year. Any such vehicle which does not display current and valid license plates and safety inspection sticker as required by state law shall be deemed to be in a "non-operating condition".

I. Trees.

Living trees, the trunk of which is four (4) inches or more in diameter, naturally existing upon a lot, except to the extent necessary for construction purposes, shall not be cut, trimmed, or removed from the properties except as may be approved by the Association.

J. Livestock and Poultry.

No animals, livestock or poultry, except household pets may be kept on the property, and no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property for any commercial purpose. Household pets must be kept within the boundaries of the lot unless accompanied by and under the control of the owner.

K. Landscaping.

All natural surface areas disturbed by home construction shall be landscaped and replanted in grasses and trees as approved by the Architectural Committee. The Association may approve limited construction of gardens, lawns, and exterior living area.

L. Continuity of Construction.

All structures commenced in this subdivision shall be prosecuted diligently to completion and shall be completed within twelve (12) months of issuance of a building permit unless approved in writing by the Association.

M. Nuisance and Fire Arms.

No noxious or offensive activity shall be carried on within the subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the subdivision. Fire arms as used herein shall be construed to mean not only rifles and pistols and cannons, but fireworks, explosives, air rifles, BB guns, or similar devices.

N. Sewage Disposal and Water Systems

Each residence shall be connected to the existing sewer and water systems and no private sanitary disposal system or private water wells will be allowed.

ARTICLE IV

Sopris Village Homeowners' Association

The Association shall accept title to and shall operate and maintain all water and sewer systems, roads and parks within the subdivision conveyed to it by Declarant or others and shall have all the powers specified in its Articles of Incorporation; and By-Laws and in the Colorado Non-Profit Corporation Act.

A. Membership.

For the purpose of maintaining roads, water and sewer facilities, parks, traffic control, general planting within roadway areas, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all Owners, the Declarant for each Lot owned by it and each and every Owner, by accepting a deed to or installment land contract for any Lot in the subdivision, agrees to and shall be a member of and be subject to the obligations of the duly enacted Articles of Incorporation, By-Laws and rules of the Sopris Village Homeowners' Association.

Voting Rights shall exist as follows:

Members shall be all Lot Owners including the Declarant and shall be entitled to one (1) vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be members. Voting for such Lot shall be exercised



as they among themselves determine, but in no event shall more than one (1) vote be allocated to each Lot.

The matters to be submitted to a vote of the members are specified in the Articles of Incorporation and By-Laws of the Association and the Colorado Non-Profit Corporation Act.

B. Assessments.

1. The Declarant for each Lot owned by it within the subdivision hereby covenants, and each Owner of any Lot by becoming the Owner of a Lot by Deed or Installment Sales Contract whether or not it shall be so expressed in any such deed, lease or any other conveyance, shall be deemed to covenant and agree to pay to the Association his proportionate share of maintenance assessments and special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

2. The proportionate usage of the facilities maintained by the Association by an Owner who has constructed or is constructing a residence on his Lot within the Subdivision shall be deemed to be ten times greater than the usage of such facilities by an owner who has not yet commenced construction. Therefore, the owner's proportionate share of the maintenance and special assessments shall be determined using the following weighting factor:

Residence constructed or construction commenced	10
No residence constructed and no construction commenced	1

The assessment for each Lot shall be calculated by the use of the following formula:

$$\frac{\text{Owners Share as weighted}}{\text{Total Shares as weighted}} \times \text{Total Assessments}$$

3. At least thirty days prior to the commencement of each calendar year ~~except for calendar year 1976,~~ the Board shall fix the estimated amount of the maintenance assessment for such year and shall, at that time, prepare a roster of the Lots and assessment applicable thereto. The budget shall be reviewed and adjusted quarterly. Written notice of the

assessment shall be mailed, postage prepaid, to every member subject thereto. Payment of such assessment shall be made on a monthly basis of 1/12th of the annual budget and shall be paid within ten (10) days after the first day of each month or as otherwise provided by the Board of Directors.

4. The maintenance assessments levied by the Association shall be used exclusively for the purpose of financing the Association functions and duties.

5. If at any time during any calendar month the maintenance assessment proves inadequate for any reason, including non-payment of any owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy which shall be assessed to the owners during the next succeeding calendar month in the manner set forth in Article IV. B.

6. In addition to the maintenance assessment authorized above, the Association may levy, when necessary, a special assessment applicable for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or facility owned or maintained by the Association, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who vote in person or by proxy at a meeting duly called for this purpose.

C. Lien For Assessments.

If any Lot Owner shall fail or refuse to make any such payment of any assessment when due, the amount thereof shall constitute a lien on the Lot of such Owner (the Association Lien) and upon the recording of notice thereof by the Association in the office of the Recorder of Deeds of Eagle County, such lien shall be constituted upon such Owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only (a) the liens of general taxes, and special assessments and (b), the lien of a first mortgage or first deed of trust of record.

The Association may, at its discretion, send a notice, postage prepaid, to any such encumbrancer holding a first lien on the lot, whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance or such other address as may have been furnished the Association.

The encumbrancer holding a lien on a lot may pay any assessments payable with respect to such lot, and, if so provided in any encumbrance, may add the amount of such payment to the unpaid balance secured by his or its lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which the Association Lien is added.

The foreclosure of any such lien in favor of the Association shall in nowise affect the first lien encumbrance upon the lot as to which the Association lien has been filed.

The Association Lien shall be in favor of the Association, for the benefit of all other Owners and Declarant, and may be foreclosed by an action brought in the name of the Association in a like manner as the foreclosure of a mortgage of real property. In any such foreclosure the Owner shall be required to pay all of the costs and expenses incurred in such proceedings including reasonable attorneys' fees. The Owner shall also be required to pay the Association all assessments for the Lot during the foreclosure and redemption period. The Association acting on behalf of the Owners and the Association shall have the power to bid in the interest so foreclosed at the foreclosure sale.

All insurance policies procured by Owners shall name the Association as an additional insured to the extent its interest may appear; and in the event of an insured casualty, if the Owner so insured is not in default under the provisions of this Article, the Association shall endorse the check for any proceeds to such Owner and his mortgagee, if applicable.

In addition to the lien rights aforesaid, any due and unpaid assessment shall constitute the personal obligation of the de-

linquent owner subject to collection by action at law together with all costs of such action and reasonable attorneys' fees.

D. Certificate of Assessments.

Upon payment of a reasonable fee not to exceed Twenty-Five (\$25.00) Dollars and upon the written request of any Owner, Mortgagee, prospective grantee or prospective mortgagee, of a Lot, the Association shall issue a written Certificate setting forth the amount of unpaid Assessments, if any, with respect to the subject lot; the amount of the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items. Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid assessments which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the Lot conveyed be subject to a lien for any unpaid assessments which become due prior to the date of making such request. No failure to comply with such request, if made by the Owner, shall relieve him from personal liability for, or the subject Lot from the lien for, any unpaid assessments or common expenses. Upon the issuance of such certificate, any subsequent Owner or Encumbrancer shall take title subject to the Association Lien as a prior encumbrance. The provisions contained in this paragraph shall not apply upon the initial transfer of the Lot by Declarant.

**ARTICLE V**  
Violation, Enforcement, Term and  
Severability of Covenants

A. A Violation of Covenants.

If any Owner violates any covenant contained in this instrument, any Owner or the Association may institute proceedings

at law or in equity to enforce the provisions of this instrument, to restrain such violation and in such proceedings to recover damages, actual and punitive, together with costs and reasonable attorneys' fees.

B. Terms of Covenants.

Each of the covenants, restrictions and reservations set forth herein shall be for the benefit of and be binding upon each Owner, his heirs, successors and assigns and shall be deemed covenants running with the land.

C. Amendment.

The conditions, restrictions, stipulations and agreements, and covenants contained herein shall not be waived, abandoned, terminated, nor amended except by votes of two-thirds (2/3) of the aggregate of the votes as defined in Article IV. A. and all first mortgages.

D. Severability.

Invalidation of any of these covenants or any part thereof by judgments or court orders shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

ARTICLE VI  
Effect as to Other Covenants

A. This Declaration shall supercede all other Declarations of Protective Covenants, Easements or Restrictions affecting the property described in Article I hereof and specifically those recorded in Eagle County, Colorado in Book 221 at page 314; Book 222 at page 53; Book 234 at page 207; Book 239 at page 742; Book 241 at page 282.

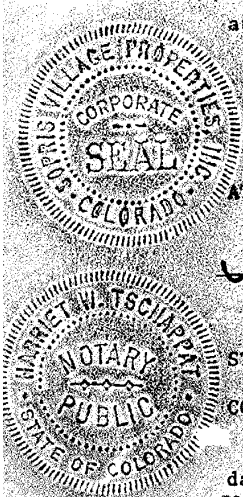
EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

SOPRIS VILLAGE PROPERTIES, INC.,  
a Colorado Corporation

ATTEST:

*Michi Blake*  
Asst. Secretary

*J. Mark Longfield*  
Its President



STATE OF COLORADO            )  
  )    ss.  
COUNTY OF Pitkin            )

The foregoing instrument was acknowledged before me this 17th day of December, 1975 by J. Mark Longfield, President and Michi Blake, Asst. Secretary of Sopris Village Properties, Inc., a Colorado Corporation.

My Commission expires February 27, 1977.

*Harriet W. Tschoppat*  
Notary Public

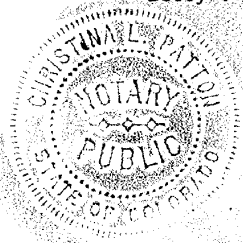
Chester R. Gibbons  
CHESTER R. GIBBONS

Betty J. Gibbons  
BETTY J. GIBBONS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Eagle )

The foregoing instrument was acknowledged before me this  
8<sup>th</sup> day of January, 1976 by Chester R. Gibbons and  
Betty J. Gibbons.

My Commission expires: My Commission Expires July 11, 1977.



Christina L. Patton  
Notary Public

MAJESTIC SAVINGS AND LOAN ASSOCIATION

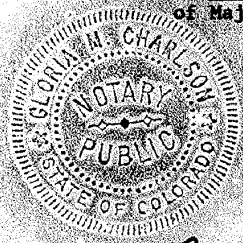
Eugene F. Bell  
Vice (President)

Lillian M. Castro  
Assistant (Secretary)

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this  
19th day of January, 1976 by Eugene F. Bell  
as Vice President and Lillian M. Castro as Ass't. Secretary  
of Majestic Savings and Loan Association.

My Commission expires My Commission expires Mar. 12, 1977.



Gloria M. Charlson  
Notary Public

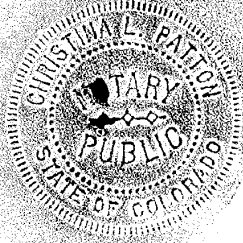
Robert Dale Wells  
ROBERT DALE WELLS

Shirley Ann Wells  
SHIRLEY ANN WELLS

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Eagle )

The foregoing instrument was acknowledged before me this  
8<sup>th</sup> day of January, 1976 by Robert Dale Wells  
and Shirley Ann Wells.

My Commission expires: My Commission Expires July 11, 1977.



Christina L. Patton  
Notary Public

140487

STATE OF COLORADO } ss.  
County of EAGLE }  
I hereby certify that this instrument was  
filed for record in my office on

JAN. 20, 1976

at 100 o'clock P. and recorded  
in Book 244 Page 329  
MAXWELL R. BARZ, County Clerk & Recorder  
By Starr Bell Deputy

\$28.00 pd.

Return to:

Transamerica Title Insurance  
Box 2230  
Aspen, Colorado 81611