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**DECLARATION OF PROTECTIVE COVENANTS
FOR BLOCK 1
MOUNTAIN VALLEY SUBDIVISION
FIRST FILING**

219

**DECLARATION OF
PROTECTIVE COVENANTS
FOR BLOCK 1
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For the benefit of themselves, their heirs, grantees and assigns, the undersigned, Mountain Valley Development Company, as Owners of that certain tract of land platted and recorded as Block 1, Mountain Valley Subdivision, First Filing, in Book _____ at Page _____ of the Pitkin County Records, Aspen, Colorado, does hereby declare, impose and establish conditions and protective covenants with respect to the real property contained within said Mountain Valley Subdivision, First Filing, as follows:

1. That these covenants are to run with the land and are to be binding on all persons and parties claiming through the undersigned until July 1, 1984, at which time they shall automatically terminate unless extended by a vote of the then owners of a majority of the lots in Block 1 of Mountain Valley Subdivision, First Filing, hereinafter referred to as the Subdivision.
2. That an Architectural Control Committee, hereinafter referred to as the Committee, shall be established and be composed of Horace Hendricks and a majority of the Owners of Mountain Valley Development Company. The Committee shall pass upon the plans and specifications for all proposed building in the Subdivision to ensure harmonious and orderly growth in the Subdivision. 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.
3. Only one single-family dwelling, together with structures appurtenant thereto, shall be constructed on any lot in said Subdivision, except that two-family dwellings (duplexes), may be constructed with approval of the Committee. The ground floor area of any single-family dwelling, exclusive of open porches, carports or garages, shall not be less than 1,100 square feet for a single story building and not less than 600 square feet for one and one-half or two story buildings. The ground floor area of any two-family dwelling, exclusive of open porches, carports or garages, shall not be less than 800 square feet for each of the family dwellings.
4. Except with the written consent of the Committee, no dwelling shall be erected or placed on any portion of a lot having a width of less than sixty feet at the minimum building set back line (see paragraph 5), nor shall any dwelling be erected or placed on any lot having an area of less than fifteen thousand square feet.
5. Except with the written consent of the Committee, any and all buildings shall be set back a minimum of twenty feet from the front lot line, and set back a minimum ten feet from the rear and side lot lines of any lots. The "front lot line" is defined to mean that lot line abutting on dedicated roads. In setbacks, the eaves, steps and porches shall not be considered a part of the building as they relate to side and rear setback lines.
6. No building, fence, wall or other improvements shall be constructed, erected, added to or altered on any lot until plans and specifications showing the color, location, materials, landscaping and such other information relating to such improvements as the Committee may reasonably require shall have been submitted to and approved by the Committee in writing. In the event that the Committee fails to approve or disapprove said plans and specifications within 30 days of submission and no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. In considering such plans and specifications, the Committee shall base its decision upon how well the external design, height and location of the proposed structure harmonizes with the surrounding structures or possible building sites.
7. All structures erected within the Subdivision shall be completed within one year from the date actual construction was begun, except with the written consent of the Committee.
8. No temporary structure, excavation, basement, trailer or tent shall be permitted in the subdivision except as may be necessary during construction and authorized by the Committee.
9. No building or improvement shall contain exterior roofs and/or sides made of shiny materials.

10. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
11. No buildings may be moved to any lot in the Subdivision without the written consent of the Committee.
12. A sign not larger than two square feet advertising a property for sale or rent or a sign to be used by a builder or realtor to advertise the property during the initial construction and sale period shall be permitted.
13. 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 purpose.
14. No trash, ashes or other refuse may be thrown or dumped on any land adjacent to or within the Subdivision. Suitable containers to prevent the spreading or such refuse by wind or animal shall be provided for the collection of refuse. Such containers shall be screened from public view.
15. Easements five (5) feet in width are reserved upon all rear lot lines and all side lot lines as shown on the before mentioned Subdivision plat for lighting, heating, electricity, gas, telephone, water, sewerage and any other kind of public or quasi public utility service and the maintenance thereof. Damage to any improvement such as landscaping, parking area or driveway which is constructed on, over or under such easements shall be borne by the owner of said improvement.
16. All septic tanks and cesspools shall be installed and constructed according to the health and safety standards of the County of Pitkin and State of Colorado. If and when main lines to a sanitary sewer system, public or private, are installed within either the utility easements prescribed in paragraph 15 or within the 60' road right-of-way as shown on the Plat for the Subdivision, all owners of lots abutting said easement or right-of-way with installed sewer main will connect onto said sewer main, at their own expense, no later than the next building season.
17. No television or radio antennae or tower shall be constructed on any residential tract in open view.
18. All clothes lines, equipment, service yards, woodpiles or storage piles on any tract shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring tracts and streets and access roads. All rubbish and trash shall be removed from all tracts and shall not be burned thereon except in burners approved by the Architectural Committee as to location, design, materials and construction, and except at such hours of the day as shall be established by the Architectural Committee.
19. No trees or brush growing on any residential tract shall be felled or trimmed, nor shall any natural areas be cleared on any residential tract without the prior permission of the Architectural Committee.
20. Each dwelling house in the Subdivision containing a kitchen shall have a garbage grinder or garbage disposal unit of a type approved by the Committee.
21. No improvements of any kind shall be occupied or used for any commercial or business purpose.
22. All of the provisions and covenants herein contained are for the benefit of the owners of lots within Block 1 of said Subdivision and any of said provisions or covenants may be waived, abandoned and terminated, modified or altered, as to Block 1 of said subdivision or any portion thereof, with the written consent of 75% of the then recorded owners of lots within Block 1 of said Subdivision. No such action by the lot owners shall become effective until said action shall be fully described in a proper instrument duly executed and recorded in the records for Pitkin County. This article shall not apply so long as the Subdivider shall be owner of 50% of the lots in Block 1 of the Subdivision.

23. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations.

24. Invalidation of any one of the provisions of this instrument by judgement or court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 26th day of July, 1965, Aspen, Colorado.

MOUNTAIN VALLEY DEVELOPMENT COMPANY

Horace L. Hendricks
Horace L. Hendricks

Martin J. Arnold
Martin J. Arnold

E. Norris Taylor
E. Norris Taylor

Fierman Arbancy
Fierman Arbancy

Executed this 26th day of July, 1965.

STATE OF COLORADO)
COUNTY OF PITKIN) ss.

The above and foregoing declaration of protective covenants for Mountain Valley Subdivision, First Filing, was acknowledged before me on this 26th day of July, 1965, by Horace L. Hendricks, Martin J. Arnold, E. Norris Taylor and Fierman Arbancy.

Witness my hand and official seal.

My commission expires: September 22, 1965

Albert Klein
Notary Public

