

**AMENDED AND RESTATED**  
**DECLARATION OF PROTECTIVE COVENANTS,**  
**CONDITIONS, AND RESTRICTIONS IN**  
**EAST TWIN LAKES ESTATES OWNERS ASSOCIATION**  
**Effective July 19, 2015**

The following amendment and restatement of the Declaration of Protective Covenants, Benefits, and Restrictions in East Twin Lakes Home and Property Owners Association, hereafter referred to as the East Twin Lakes Owners Association (ETLOA), originally recorded in Lake County on July 28, 1998 (R317503) and subsequently amended on March 3, 2007 and recorded in Lake County February 15, 2008 (R348457) is approved to address the following:

- Compliance with the Colorado Common Interest Ownership Act (CCIOA), dated July 1, 1992, with amendments
- Termination of the period of original declarant control, as acknowledged by Dennis O'Neill on October 26, 2011, and transfer of authority to the Association Board of Directors
- Transfer by sale of all properties in the E.E. Hill and Ross Subdivisions to individual owners
- Increased building activity and resident population
- Amendment of the ETLOA governing By-Laws on June 24, 2015

This amendment and restatement was approved by 67% majority of the ETLOA members present at the 2015 General Membership meeting on July 18, 2015.

**ARTICLE I**  
**PROPERTY SUBJECT TO THIS DECLARATION, PURPOSE, AND MEMBERS**

Owners of property generally described below in considerations of the mutual promises herein contained covenant agree by and between themselves that the property owned by the members of these covenants have become members of East Twin Lakes Owners Association (hereinafter "ETLOA"). 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 at a General Membership meeting. 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.

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

Section 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 "East Twin Lakes Community".

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.

## **ARTICLE II**

### **RESIDENTIAL USES**

A. **Land Use and Building Type.** All lots and tracts in the community area shall be used exclusively for private residential purposes. No dwelling unit erected or maintained within the community area shall be used or occupied for any purpose other than for single family dwelling. 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. No building shall be erected, altered, or placed on any lot or tract until it is first approved by the Architectural Control Committee of East Twin Lakes Estates Owners Association.

B. **Commercial Activities.** Commercial activity carried on or within any tract or dwelling unit is permitted provided that it does not create a nuisance to other owners and is in compliance with these covenants. Home offices and Bed and Breakfast businesses are specifically permitted. Activities that cause visual evidence of commercial activity or violate other provisions of this declaration (for example Dog Kennels or automobile repair shops) are prohibited.

## **ARTICLE III**

### **BUILDING RESTRICTIONS**

A. **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 Architectural Control Committee or their designated agent at time of owner's application for said service. 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

B. **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 alongside 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.

C. **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 ETLOA, 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.

D. **Building Heights and Set-backs From Property Lines.** Maximum building heights are as listed in Lake County's Development Code. The minimum building setback from the edge of the existing road easements is 20 feet. Where roads are not yet fully constructed, the minimum setback of 20 feet is from the most recent survey plat of the edge of the designated road easement width. Minimum side and rear lot line setbacks for Ross Subdivision are shown on the recorded plat (generally 40 feet). Any variance request because of unusual tract topography or special conditions shall be approved by the ETLOA prior to submission of owner's variance application to the Lake County Planning and Zoning Board.

E. **Accessory Buildings.** Conditions of a lot may, in some cases, provide the opportunity of a detached structure. A residence is limited to one detached structure (hobby shop, storage structure) not to exceed 200 sq. ft. in gross floor area and one detached garage not to exceed 800 sq. ft. in floor area.

F. **Campers and Trailers.** Lake County regulations prohibit the use of recreational vehicles, camp trailers or tents on vacant lots. Trailers used to support permitted home construction during progress of erection shall at all times be readily being moveable and will not exhibit and attachments such as lean-to, add-on structures, or skirting.

G. **Antennas and roof projections, satellite dishes.** Exterior antennas, microwave transmitting equipment, and satellite dishes exceeding 39 inches in diameter are not permitted without the prior approval of the Architectural Control Committee. Small satellite dishes used for telephone, internet,

and television communications should be installed as unobtrusively as possible while still achieving proper reception.

H. **Alternative Energy Structures.** Structures designed to provide alternative energy sources (solar water heating, photo-voltaic arrays) must be approved by the Architectural Control Committee. All such structures must be sized appropriately and located in an inconspicuous place considering the individual lot and the structures on it. Due to their required height and noise considerations, wind turbines are not allowed.

A. **Fences.** No fences shall be erected on any Lot except in accordance with plans and specifications approved in advance by the Architectural Committee. In reviewing submissions, the Architectural Committee will attempt to balance the purpose and need of the fence with the wide-open, natural environment of East Twin Lakes Estates. Fences may not be used to establish boundary lines, and may only enclose a portion of the lot, such as may be needed to enclose a child's play area, contain domestic animals, or enclose a hot-tub. The Architectural Committee shall have the right to impose size limitations, taking into consideration the topography, location and size of the lot. Fences should be as inconspicuous as possible and connected to the main residence. Fence material must be aesthetically pleasing, and blend in with the material and color used for the home construction. Chain link fences are discouraged.

#### **ARTICLE IV**

##### **ARCHITECTURAL REVIEW AND PLAN APPROVAL**

A. **Architectural Review.** The Architectural Control Committee (ACC) designated by East Twin Lakes Estates Owners Association, will free of charge, review an owner's excavating and building plans for approval/disapproval/conditional approval 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. The ACC will use these regulations and guidelines to implement the requirements of the Covenants in a manner which provides direction while allowing for individual creativity and variety consistent with the natural environment, with the goal of assuring an interesting and pleasing residential mountain community.

B. **Requests for approval.** All plans for excavation, building construction, exterior modifications, roof color changes, and fence construction must be submitted to the Architectural Control Committee for approval before work is commenced. Owners shall notify the ACC of their intentions to build, and arrange to submit construction plans for review.

C. **Architectural Review Process.** The ACC will review submitted plans within 30 days of receipt and provide approval in writing by signature on the submitted plans. If the ACC finds violations of ETLOA covenants or design guidelines, a member of the ACC will be assigned to work with the owner to communicate the exact nature of the violation and bring the plans into compliance. In the event the committee, or it's designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants herein requiring approval by the ACC shall be deemed to have been fully complied with, provided that all other covenants herein have been properly observed. In the event that plans cannot

be brought into compliance, a written notice of disapproval will be provided to the owner by the Association Board of Directors.

## **ARTICLE V**

### **LIVING ENVIRONMENT STANDARDS AND RULES**

A. **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. Excessive noise, loud music, and frequently barking dogs are considered nuisance.

B. **Trash and Refuse.** Household trash, scrap materials, other refuse, or containers for these items shall be stored, accumulated, or deposited as to not be visible from any neighboring property or street except during refuse collection.

C. **Livestock and Poultry.** No livestock of any kind shall be raised, bred, or kept on any tract or in any improvement thereon. Poultry may be kept when approved by the ACC.

D. **Domestic Pets.** Domestic dogs, cats, and other household pets may be kept provided that no commercial use is made of such animals. Owners of domestic pets shall not allow their pets to endanger persons or pets of other property owners. 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 10 hours without interaction by personal care and attention in addition to feeding. 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. Adequate control of pets must be maintained. Dogs shall not be permitted to run at large within the Subdivision or on adjacent lands and shall be required to be within the "positive control" of the owner thereof at all times. Positive control shall mean that the dog, when on the Lot of the owner thereof, is within the sight and earshot of an adult person on the Lot who is capable of summoning and controlling the dog.

E. **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 the ACC. Signs reasonably necessary for identification of a roadway or street and tract designation are allowed. The only signs permitted to be posted on any individual property are a) a single Builder or Realtor sign posted near the driveway entrance to the building site, b) Temporary directional signs advertising an open house or social event with directional signs to the home only during the hours of the event. All other signs must be approved by the Architectural Control Committee.

A. **External Lighting.** Limited use external security lighting is permitted. Such lighting must be low wattage and directed or shielded to avoid shining toward neighboring property or outward from the area intended to be illuminated.

B. **Exercise and Play Equipment.** Play equipment, basketball backboards or similar items must be approved by a special request made to the Architectural Control Committee. These items must be shielded as much as possible from the street and nearby neighbors.

C. **Outside Storage.** No storage of salvage materials is allowed. Outside storage of inoperable or unlicensed motor vehicles is not allowed. Boats and trailers used for hauling shall be stored so as to not be visible from neighboring properties or the common roads.

D. **Discharge of Firearms.** For mutual safety and in accordance with existing laws, firearms, fireworks, explosives or similar devices shall not be discharged on any tract. When explosives are used in connection with road or site and utility excavation 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.

E. **Outdoor burning.** Regular burning of trash and refuse is not allowed within the ETLOA community. Limited burning of natural debris and slash is permitted in accordance with Lake County Fire Department regulations and guidelines. Small campfires are also permitted provided they are under constant control by the owner. In all cases where open fires are started within the ETLOA community, owners must be vigilant to ensure that the fire or its embers do not ignite surrounding vegetation.

F. **Wildfire mitigation.** The removal of natural fire fuels from individual tracts to mitigate the risk and spread of wildfire is strongly encouraged and shall be the responsibility of individual owners. Leadville/Lake County Fire Rescue or the U.S. Forest Service can provide assistance and guidelines for wildfire mitigation.

## **ARTICLE VI**

### **TERMS AND VIOLATIONS**

A. **Terms of Covenants.** Each of the covenants, conditions, restrictions, and reservations set forth herein shall run with and bind the land belonging to the members 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 seven percent (67%) of the landowners subscribing to these covenants, their successors, heirs, or assigns, shall execute and record a document repudiating these covenants and restrictions.

B. **Amendment of Covenants.** These covenants may be amended by a 67% majority vote of eligible ETLOA members, including proxies, at a general membership meeting. If approved, amended covenants shall be executed and acknowledged in writing for such purpose and filed in record in the office of the Clerk and Recorder of Lake County, Colorado.

C. **Violation of Covenants.** Owners shall be notified in writing of violation of any covenants. 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. If the owner has not made correction within 30 days, then said violation will be corrected by the Association and charged to the owner.

Violation of any of the covenants or restrictions herein contained shall give to the ETLOA 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 ETLOA shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal.

D. **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.

E. **Limitation of Liability.** East Twin Lakes Estates Owner's Association and its designated representatives shall not have any liability to any person or corporation by reason of its good faith actions taken hereunder. In performing its duties hereunder, the ETLOA and its designated representative shall be acting on behalf of all members, 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.

F. **Complete Instrument.** This instrument, as amended and restated, embodies the entire and complete agreement of the members who have subscribed to being parties to the East Twin Lakes 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.

IN WITNESS WHEREOF, we, being all of the Directors of East Twin Lakes Estates Owners Association, Inc., have hereunto set our hands this 18th day of July, 2015.

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Dennis Couture

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Bruce Hix

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Jeffrey Ashby