

PROTECTIVE COVENANTS FOR
UNIT 1, LAKE PURGATORY
SUBDIVISION
LA PLATA COUNTY, COLORADO

WHEREAS, pursuant to the agreement of the owners of certain real property located within Unit 1, Lake Purgatory Subdivision, La Plata County, Colorado, (the Subdivision), said owners desire to place certain restrictions on the use of the subject land for the benefit of the owners thereof, and their grantees, successors and assigns in order to establish and maintain the character and value of the real estate within Unit 1, Lake Purgatory Subdivision, and;

WHEREAS, a property owners association was incorporated on June 14, 1974 as L P P O Association, a Colorado non-profit corporation, for the purpose of governing the property owners of the subdivision.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the signers of said agreement, for themselves, their heirs, personal representatives, executors, successors and assigns hereby impose, establish, publish, acknowledge, declare and agree with, to and for the benefit of all persons who may acquire an interest in any of the tracts or lots in Lake Purgatory, Unit 1, the following restrictions, covenants and conditions, all of which shall be deemed to run with the land and for the benefit of and be binding upon the owners of said properties, and their respective grantees, personal representatives, executors, successors and assigns, to wit:

1. Residential property. All of the lots in the subdivision shall be limited and restricted to use as single family residential lots.

2. Covenants Committee. The Covenants Committee of Lake Purgatory, Unit 1, shall be appointed by the Board of Directors of the L P P O Association, serve at the will of the Board of Directors of the L P P O Association, and shall administer and enforce the provisions of these Covenants as recorded in the office of the County Clerk and Recorder of La Plata County, Colorado, subject to future amendments as set forth herein. Membership of the Committee shall be an odd number of at least three but not more than five persons. The Committee shall hold an organizational meeting to elect officers and establish operating rules and procedures.

3. Permitted Buildings. No building or structure, except single family residential buildings together with a detached or attached garage, and such other accessory buildings as may be permitted by local land use codes or ordinances shall be permitted. Any such building or structure shall be of approved construction methods and materials as set forth in

Rtn: LPPO Association, 1600 Lake Purgatory Drive, Durango, CO 81301

the Uniform Building Codes in force within La Plata County at the time of construction.

4. Mobile homes, trailers, camper units, and motor homes not permitted as residential structures. Regardless of whether mobile homes, trailers, camper units, or motor homes may be permitted by county or local ordinances, no such mobile homes, trailers, camper units or motor homes shall be allowed within the subdivision as residential units. Every owner of one building lot within the subdivision may place a mobile home, trailer or motor home upon his building lot for a period of not more than thirty-six (36) months during the period of construction of his single family residence as temporary living quarters. Any such trailer, mobile home, or motor home must be removed by the owner within thirty (30) days after completion of construction, or within 36 months after placement of the trailer, mobile home or motor home upon the property, whichever first occurs. Each owner may store one (1) camper unit or motor home on his property for his personal use.

5. Temporary structures. No temporary structure, excavation, basement, or shack will be permitted except as necessary during construction. A camping tent used occasionally on a lot is permitted but such tent may not be used as a residence for a period of time longer than two (2) weeks.

6. Signs. No sign of any kind shall be displayed to public view on any lot, except for the following: 1) a sign, limited to one, advertising the property for sale, which sign shall not be larger than three (3) square feet 2) Election signs that conform to the La Plata County rules regarding size, number, time limit, and location; 3) A sign identifying or naming a property may be permitted only after the design and size is approved by the Covenants Committee and such approval shall be in the sole subjective discretion of the Committee; and 4) Other signs, such as no trespassing, beware of dogs and similar signs are permitted, so long as such signs are no larger than 3 square feet, however, the Covenants Committee reserves the right to require the removal of any sign that in its sole subjective discretion is found to be offensive. No signs shall be permitted in the road right-of-way unless the Covenants Committee deems such signs as necessary for the public safety.

7. Completion of Construction. Construction of all buildings or structures within the subdivision shall proceed diligently to completion and shall be completed within 36 months of the issuance of the building permit therefor.

8. Permits Required. All required permits for water well drilling and location, and permits and approvals for sewage disposal systems to be placed upon properties within the subdivision, must be obtained from all applicable state, federal and local authorities prior to installation. Building permits shall be obtained from all local and state authorities for new construction, including for any non-habitable, non-exempt buildings greater than 200 square feet.

9. Maintenance of Property. All private property and all improvements, structures and landscaping on any lot shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair.

10. Nuisance. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which would be or become an annoyance or nuisance to the neighborhood.

11. Square Footage and Height Requirements.

- a. The minimum square footage requirement for the main building is that at least one floor in the house shall not be less than 1000 livable square feet, exclusive of garage, open porches and decks. For one-story houses, this means there shall be at least 1000 livable square feet on the ground/main floor. For multi-story houses, the ground floor or second floor shall be at least 1000 livable square feet. Because of possible unforeseen limitations caused by the terrain and lot layout, exemptions may be granted by a majority vote of the LPPO Association Board of Directors.
- b. For most lots, multi-story homes shall not exceed three stories. A ground floor with a garage and livable or non-livable floor space is considered one story. Also, any loft area with livable space is considered one of the three stories permitted. A non-living space attic with only insulation and ductwork which is not reasonably convertible to living space is not considered one of the three stories permitted. Because of possible unforeseen limitations caused by the terrain and lot layout, exemptions may be granted by a majority vote of the LPPO Association Board of Directors.

12. Trash and Garbage. No trash, ashes or other refuse may be thrown or dumped on any land within the subdivision, nor shall the burning of refuse out-of-doors be permitted. No incinerator or other device shall be constructed, installed or used by any person for the inside or outside burning of refuse. Each property owner shall provide approved receptacles for the collection of refuse. Such receptacles shall be screened from public view and protected from disturbance by animals. Trash, garbage or rubbish herein shall include waste, rejected, valueless or worthless matter, materials and debris, useless, unused, unwanted, or discarded articles from an ordinary household, waste from the preparation, cooking, and consumption of food, or market refuse. A screened compost pile is permitted on a lot so long as such compost does not become a nuisance to the neighborhood. This definition does not include food or food products to be prepared over outdoor open fires, nor wood or other materials used for fuel in fireplaces.

13. Setbacks. No building shall be nearer than twenty-five (25) feet to the front property line as shown on the recorded plat of the subdivision, nor shall any building be located nearer than fifteen (15) feet to any interior side lot line so as to provide a minimum distance of thirty (30) feet between buildings. No dwelling shall be located nearer

the side street line than twenty-five (25) feet.

14. Garages and accessory buildings. Any attached or detached garage or other permissible out buildings erected may be allowed provided the design and construction are equal to and in harmony with the main dwelling. Exterior finish shall be the same in appearance as the home.

15. Animals, pets, and livestock. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Horses will be allowed except for breeding or commercial purposes.

16. Mining, drilling or quarrying. No exploration or development of any minerals shall be permitted on the surface or sub-surface of the property in the subdivision by any property owner. This restriction includes but is not limited to mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth.

17. Easements. Easements and rights-of-way are hereby reserved as shown or described on the recorded final plats of the subdivision as they are recorded in the office of the county Clerk and Recorder of La Plata County, Colorado. Easements are also reserved in the road rights-of-way for water, sewer, gas, electrical, telephone, television and ether utilities, together with the installation, repair and maintenance thereof.

18. Roads/Driveways.

18.1 All common roads within the subdivision shall be designed and dedicated for the use of the property owners of the subdivision pursuant to the respective final plats for each unit of subdivision. Said platted roads will be maintained and improved, as necessary, by the L P P O Association.

18.2 Driveway culverts, where required, will be installed by the owner at his or her expense and subject to review and approval by the L P P O Association.

18.3 Future expenses for roadway maintenance and capital improvements to the common roads within the subdivision, including Lake Purgatory Drive, shall be shared by the owners of properties lying within the subdivision on an equitable basis depending upon the amount of property they own within the subdivision. Said expenses shall become a lien against the properties against which they are imposed by the L P P O Association and may be collected in accordance with Colorado law.

18.4 Future expenses for roadway maintenance and capital improvements to Lake Purgatory Drive which are deemed necessary to be

made by L P P O Association upon portions of said roadway which lie outside the boundaries of the subdivision shall be apportioned on an equitable basis to be split among the owners of properties lying within the subdivision and among the owners of properties adjacent to such roadway whose lands lie outside the subdivision based upon a schedule of apportionment to be agreed upon by all property owners; or on the basis of a court order to be obtained in Case Number 88CV299, La Plata County District Court.

19. General and special assessments for association.

19.1 By acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, each lot owner shall be deemed to covenant and agree to pay to the L P P O Association annual assessments and special assessments for maintenance and capital improvements. Such assessments shall be fixed, established, and collected from time to time as provided in the declaration of the Property Owner's Association of L P P O Association and these covenants. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the owner of such property on the date when the assessment is due.

20. Effect and duration of covenants. The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and be binding upon each lot and tract in the subdivision, upon each owner of property herein, his respective successors, representatives and assigns, and shall be perpetual in nature.

21. Amendment. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended, except by written consent of the real property owners of 67% of the property within the subdivision.

22. Enforcement. Enforcement of these special conditions, stipulations and protective covenants shall rest with the Covenants Committee or the Board of Directors of the L P P O Association, and shall occur for the benefit of the property owners of the subdivision in the event there shall be any violation of these Covenants. If any person violates or threatens to violate any provisions of this instrument, the Covenants Committee, the L P P O Association, or any person or persons owning real property situated within the subdivision may pursue all available remedies and institute appropriate proceedings at law or in equity. Proceedings shall include a demand for injunctive or declaratory relief, and actions for recovery of damages and reasonable attorney fees.

23. Penalties. If any person violates any provisions of this instrument, rules and regulations promulgated by the Covenants Committee pursuant to this instrument, causes expenses to the Covenants Committee or the L P P O Association as a result of such violations, or fails or refuses to pay any penalties

imposed by the Court or pursuant to law, then all unpaid sums hereunder, including reasonable interest, shall be chargeable to the owner and shall constitute a lien upon the owner's property, the priority of which shall be established under Colorado law. Prior to establishing such fine, the owner shall be provided with written notice and an opportunity to be heard before an impartial decision maker. Any unpaid sums accruing under this paragraph shall be due and payable prior to the payment of any regular dues or assessments, and any monies so received by the Covenants Committee or L P P O Association shall so be considered unless contrary to applicable Colorado or Federal laws.

To claim such lien, the Covenants Committee or the L P P O Association shall prepare a written notice setting forth the amount of the unpaid indebtedness, the name of the owner of record of the subject property, and the legal description of the subject property. Such Notice of Intent to File a Lien shall be signed by a member of the Covenants Committee or the L P P O Association. Upon recording in the office of the Clerk and Recorder of La Plata County, Colorado, the lien shall attach on the 20th day following receipt by owner of said notice. Any owner receiving notice shall be given an opportunity to be heard and to offer explanation in mitigation of these provisions. Said Notice of Intent to File Lien shall be mailed to the owner by certified, return receipt mail. The lien, as attached, may be enforced on the defaulting owner of property by the Covenants Committee or L P P O Association through foreclosure. In the event of foreclosure by the Covenants Committee or L P P O Association, the owner shall be required to pay the cost and expenses, including any reasonable attorney fees, for filing and processing said lien.

The Covenants Committee or L P P O Association shall have the power to bid on said real property at any foreclosure sale and to acquire and hold, lease, mortgage, or convey the same. The amount of any such penalties or expenses assessed against such real property shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for any such unpaid penalties or expenses maybe maintained without foreclosing or waiving the lien securing said debt. Any mortgage holder or similar encumbrancer holding a lien on any real property in the subdivision may pay any unpaid penalties or expenses created hereunder" with respect to such real property and, upon such payment, encumbrancer shall have a lien on such real property for the amounts paid, said lien to be of the same priority as the lien of his/her respective encumbrance. Any liens recorded pursuant to this paragraph shall bear interest at the rate of 18% per annum on the principal amount from the date of the recording such lien until paid in full.

Any lien under this provision filed with the Clerk and Recorder of La Plata County, Colorado, shall be superior to all other liens except a lien for county taxes and assessments and the lien for any sums unpaid on any first or second mortgages or deeds of trust of record.

24. Severability. Invalidation of anyone of the provisions of this instrument by judgment or court order of decree shall not invalidate any other portion of this document, the rest of which shall remain in full force

and effect.

All provisions in the original Protective covenants for the subdivision recorded October 28, 1970, as Reception No. 361793; and the Amended Protective Covenants recorded November 27, 1970, as Reception No. 362330, and the Amended Protective Covenants recorded September 18 1991 as Reception No. 616278 are hereby voided and replaced by the covenants as set forth herein.

The undersigned President of the LPPO Association does hereby state and represent that he is executing the aforesaid Amendments to the Protective Covenants pursuant to a vote of all persons owning a majority of the land in the within subdivision in compliance with the Amended Protective Covenants recorded under Reception No. 616278 on September 18, 1991 of the Clerk and Recorder's Office of La Plata County, Colorado.

Dated this 6th day of January, 2016.

LAKE PURGATORY SUBDIVISION,
UNIT 1

LPPO Association

By *Tom Clutinger*

Tom Clutinger, President, on behalf of
a majority of the persons owning the
land in the above titled subdivision.

STATE OF COLORADO)
County of Montrose) ss.
~~La Plata~~)

The foregoing instrument was acknowledged by me this 6th day of
January, 2016 by Tom Clutinger, President of LPPO Association.

Witness my hand and official seal.

My commission expires 02/23/2019

Greg Lewis
Notary Public

Return to: LPPO Association
1600 Lake Purgatory Drive
Durango CO 81301

