

Trail West Association

**Declaration of
Restrictions
And
Protective Covenants**

Recorded 8-30-2011



DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR TRAIL WEST DEVELOPMENT
CHAFFEE COUNTY, COLORADO
TRAIL WEST ASSOCIATION, INC.

2010

WHEREAS The undersigned are current members of the Board of Directors (the "Board") of Trail West Association, Inc. ("TWA"), a Colorado nonprofit corporation representing the owners of the following described real property located within the Trail West Development, (hereinafter referred to as "Trail West").

1. The South half of the South half of Section 10, Township 14 South, Range 79 West of the 6th Principal Meridian; and
2. The Northeast quarter of the Southeast quarter of Section 9, Township 14 South, Range 79 West of the 6th Principal Meridian, and
3. Beginning at the South sixteenth corner between Section 9 and Section 10, Township 14 South, Range 79 West of the 6th Principal Meridian being marked by a 1" aluminum cap stamped LS 1776; thence North 01°16'09" East along the West line of said section 10, a distance of 325.00 feet; thence South 85°14'35" East, a distance of 1342.55 feet, more or less, to the East line of said Northwest quarter of the Southwest quarter of Section 10; thence South 00°07'10" East along said East line of the Northwest quarter of the Southwest quarter of Section 10, a distance of 200.00 feet, more or less, to the Southwest sixteenth corner of said Section 10; thence South 89°25'15" West along the South line of said Northwest quarter of the Southwest quarter of Section 10, a distance of 1345.43 feet, more or less, to the true point of beginning; containing 8.09 acres, more or less; and
4. The Oglesby Tract, that tract of land whose corners are marked with 5/8 inch steel reinforcing bars, comprising all that southerly part of the Northwest quarter of the Southeast quarter of Section 10, township 14 South, Range 79 West of the 6th Principal Meridian, described as follows:

Beginning at the Southeasterly corner of said subdivision whence the Southeast corner of said section bears South 44°15' East 1851.2 feet; thence North 1°06' East along the East boundary of said Northwest ¼ of the Southeast ¼ a distance of 250.0 feet; thence North 69°34' West 1392.2 feet to a point in the West boundary of said Northwest ¼ of the Southeast ¼; thence South 1°12' West 750 feet to the Southwest corner of said subdivision; thence North 89°24' East 1315.6 feet to the point of beginning; containing 15.09 acres.

SAVE AND EXCEPT:

- A. That certain 2.87 acre tract described in that certain Warranty Deed, dated



February 18, 1969, by Trail West Association, Inc., a Colorado corporation, to the Young Life Campaign (now known as Young Life), and recorded in Book 365, Page 92 of the Chaffee County Clerk and Recorder's office; and

WHEREAS, pursuant to Section III (G) of the Declaration of "Restrictions and Protective Covenants" for Trail West Development, Chaffee County, Colorado, Trail West Association, Inc., dated November 1, 2001, and recorded March 29, 2002 as Reception No. 325043 of the records of the Chaffee County Clerk and Recorder, the Board of Directors, with the approval of a two-thirds majority of the votes cast in an election conducted December 18, 2009, desire to and do hereby amend said Declaration of "Restrictions and Protective Covenants" and republish the same as follows:

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned do hereby establish these revised protective restrictions, conditions and covenants hereinafter called "Restrictions and Protective Covenants". Each and every lot or tract of real property embraced within the boundaries of Trail West Development, as described heretofore in this document, shall be used, held, transferred and conveyed from this day forward subject to the following Restrictions and Protective Covenants.

I. LAND USE

A. PRIVATE RESIDENTIAL USE ONLY. TWA members' lots shall be used exclusively for residential purposes. The only type of dwelling that may be built or placed upon a lot is that which, in its design, would be suitable for a single family. If subsequently altered, the dwelling's single-family character must be maintained. Rooms and/or portions of such dwellings shall not be rented out by owners or residents.

B. RENTAL OF DWELLINGS. Dwellings, as a whole, may be rented subject to the following limitations:

1. Dwellings shall not be used for the primary purpose of being short-term (thirty [30] days or less per tenancy) rental property. Short-term rentals are limited to a cumulative total of no more than ninety (90) days per calendar year. Media, internet, agency or other professional advertising to promote such rentals is prohibited.

2. If a TWA member enters into a rental agreement with a prospective tenant providing for a period of tenancy greater than thirty (30) days, the property owner shall provide a written statement to the Board indicating that he has familiarized the named tenant with the Restrictions and Protective Covenants and the Rules and Regulations of the Association. Any and all relevant provisions contained in those documents shall be considered addenda to the aforementioned rental agreement whether or not the documents are attached thereto.

C. **CONDUCT OF BUSINESS.** Generally, maintaining a business enterprise is not permitted in Trail West Village. If there is a dispute or uncertainty as to whether a particular activity should be allowed, the Board shall decide how the operation in question is to be defined and will provide a ruling in accord with that determination. In all cases, exterior business signs are prohibited, as is advertising showing a Trail West location as a business or quasi-business address.

D. **GARAGE AND OTHER SALES.** The Board shall have the authority to approve or prohibit garage, yard, moving, and estate sales or auctions. Such sales, if approved by the Board, will be subject to the applicable limitations, if any, noted in the Rules and Regulations of TWA.

E. **RESPONSIBILITY FOR ACTIONS OF OCCUPANTS.** The owner of each dwelling shall be responsible for insuring that occupants abide by these Restrictions and Protective Covenants and the Rules and Regulations of TWA.

F. **SUBDIVISION OF LOTS RESTRICTED.** Lots shall not be subdivided in any respect except that a lot between or among other lots may be divided and the segments combined with the adjacent lots. Such division and combination is permanent; a divided lot cannot be restored to its original status as a single lot. For purposes of improvement only, combined parcels may be considered one lot. All divisions of lots are subject to all state and county laws, rules, regulations or statutes with respect to the subdivision of real property. New ownership arrangements involving divided lots must be reported to the TWA office by the purchaser of the property.

II. ARCHITECTURAL CONTROL

A. **BOARD APPROVAL AND GENERAL REQUIREMENTS.** No structure shall be erected or placed on any lot until the construction and plot plans with all specifications noted thereon with regard to: (1.) materials and quality of workmanship, (2.) location, (3.) harmony of external design with existing structures, including exterior finishes and coloration, and (4.) finished grade elevations have been approved in writing by the Board. Further, if the Directors conclude that planned construction seems to indicate unwise usage of natural terrain or location relative to existing homes, the Board may recommend modifications or deny approval. Most importantly, in all situations in which the Directors have the authority to grant required variances (Section III, I., AMENDMENT.), the Board will contact neighboring residents that the Directors determine would be impacted by the proposed project (especially TWA members owning dwellings located on adjoining lots), encouraging those neighbors to submit signed statements of agreement or objection in regard to the variance request. To be considered by the Board such statements must be received within thirty (30) days of phone contact or the posting of a letter of notification by TWA. To aid in planning for construction, members (or their agents) need to obtain a copy of the Association's "Construction Regulations" and an "Architectural checklist" from the TWA office. Three sets of plans, the aforementioned checklist on which the owner/builder portion has been completed, and samples of siding and roofing materials shall be submitted by the owner (or his

agent) at a regularly-scheduled Board meeting. Plans shall be as detailed as those required by Chaffee County when application is made to obtain a building permit.

B. BOARD ACTION

1. The Board shall approve or disapprove construction plans in writing at the next regularly scheduled Board meeting. Verbal agreements will not be binding. The Board reserves the right, after written notification to the owner, to refer submitted plans to an outside professional for evaluation at the expense of the owner.
2. Approved plans are valid for one year only. Plans must be resubmitted to the Board if construction has not begun within that time frame.
3. Disapproved plans will be returned, along with a statement of specific reasons for disapproval, in order that the plans may be amended to take into account the Board's concerns and be resubmitted.
4. One set of approved plans shall be kept in the TWA files.
5. If, during construction, deviations from approved plans occur, and such changes require that county officials be notified, the same information must be submitted to the Board for approval and/or filing with original documents.

C. SUBSEQUENT ALTERATIONS. Alteration that will change the external appearance of an existing structure shall be subject to those architectural requirements specified in Section II, A. deemed by the Board to be pertinent and applicable. Additionally, no fences, walls (other than rock retaining walls), solar panels, buildings, lawn decorations, or other improvements may be placed on any lot, dwelling, or garage without prior written Board approval.

D. CONSTRUCTION POLICIES.

1. **ARCHITECTURE.** The type and style of proposed dwellings shall be consistent with those already in place in Trail West. Mobile homes are expressly prohibited.
2. **LOT COVERAGE.** Lot coverage by improvements shall not exceed twenty-five percent (25%) of the total square footage area of any lot. The building area shall include garages, carports, roofed porches, decks and courtyards. Roof overhangs are not included in this determination.
3. **SETBACKS.** The principal residence, including attached garages, shall be placed no closer to property lines than a minimum of:

- a. Twenty five (25') feet from the designated front property line,
- b. Fifteen (15') feet from each side property line,
- c. Twenty (20') feet from the designated rear property line.

The points of measurement for these limitations will include any and all attached improvements such as decks, porches, etc.; plus roof overhangs or other features (excluding fences) that extend beyond the walls of the residence or any other structures located on the property.

Requirements for structures other than the residence will be the same as those indicated in Chaffee County zoning regulations.

4. **HEIGHT RESTRICTIONS.** Without the prior written approval of the Board, no point on the roof of any building, or on any other structural component extending above the roofline thereon, shall exceed a height of thirty-three (33) feet as measured directly above the lowest point on the building as indicated on all of the elevations shown on proposed plans.

5. **BUILDING FOUNDATIONS.** All building foundations must comply with current building codes. Foundations shall not protrude more than three (3) feet above the adjoining grade without the prior written approval of the Board. Exposed concrete masonry shall be covered with natural or simulated stone, or painted or textured to match or contrast harmoniously with the color of the dwelling's siding. Foundation coverings and colors must have Board approval.

6. **GARAGES.** A garage may be built as part of, or separate from, a dwelling but must be of the same architectural style. A sleeping area and bathroom facilities for use by family members and guests may be included in a detached garage. Construction or alterations providing for such usage must meet pertinent building code requirements.

7. **TIME LIMIT FOR COMPLETION OF EXTERIOR.** Starting with the initial preparatory excavation, exterior work on all structures, including grading and removal of construction debris, must be completed within ONE YEAR. If weather conditions, or material or labor shortages, prevent compliance, the Board may grant an extension, to be approved in writing within ten (10) calendar days of the occurrence causing the delay.

8. **OCCUPANCY OF NEW CONSTRUCTION.** Occupancy of new construction shall be governed by Chaffee County Building Regulations.

9. **TEMPORARY FACILITIES.** An outside toilet may be placed temporarily on a lot for the benefit of workers during the initial stage of construction only. The builder or contractor may also place a temporary office, a commercial sign of five square feet or less, a dumpster and/or a toolshed on the premises, all of which shall be removed immediately upon completion of the residence, and in all cases within one



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year of commencement of construction unless an extension is granted, in writing, by the Board. No other structure of a temporary nature shall be brought onto or stored upon any lot, or used on any lot at any time as either a temporary or permanent residence.

E. BUILDING SPECIFICATIONS.

1. DWELLING SIZE. The area of one-story dwellings, as determined from outside dimensions, shall total at least 1250 square feet exclusive of spaces not suited for living such as decks, open or screened porches, garages, etc. The ground or main floor of dwellings with more than one story shall total at least 1000 square feet of such area.

2. CHIMNEYS. Exterior surfaces of fireplace chimneys must be covered with natural or simulated stone, or a material that blends with the rest of the dwelling. (The Board may waive this requirement if a fireplace is gas-fueled.) Prior to installation, exterior chimney treatments must have the written approval of the Board. The chimney of any woodburning fireplace, stove, or appliance shall be equipped with a spark-arrester and must conform to all state and county regulations.

3. SIDING MATERIALS. Siding materials must be approved by the Board, in writing, before installation.

4. ROOFING. Roofing of new structures shall be fiberglass, other fire retardant simulated shake material, or colored metal. Prior written approval of the Board is required for all roofing materials. Board approval is also required before beginning repair or replacement of more than ten percent (10%) of the total area of any roof. All wood shingle or shake roofs must be replaced by January 1, 2014. At any time prior to that year, if repairs to wood-shingled roofs must extend to more than ten percent (10%) of the roof area, total replacement is required.

5. ROOF TOP DECKS. Any flat-roofed garage shall have a Board approved deck and railing on top and shall comply with county building codes.

6. PARKING. Space shall be provided at each dwelling for the parking of at least three (3) vehicles. If it deems a request valid, the Board may allow property owners additional parking space on TWA property. Except for short-term emergencies and activities approved by the Board, in advance and in writing, parking of vehicles is not permitted on any TWA road or street in order to allow for emergency and non-emergency vehicular traffic, snow plowing and other maintenance and/or repair of the street.

7. UTILITY LINES. When feasible, utility lines, including water, sewer, propane, natural gas, telephone, cable TV and any and all other utilities for new residences, shall be buried. The owner is solely



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responsible for installation, maintenance, and repair of all utility lines from the dwelling to the point of attachment at the main line, or to a location where such responsibility is assumed by a utility company, whichever is applicable.

8. **DRIVEWAYS.** Plans for the alignment, location and surfacing material for driveways require prior written approval of the Board. The owner is responsible for maintenance of the driveway, including snow removal, from the TWA roadway to his residence.

F. **WATER AND SEWAGE/SEPTIC SYSTEMS.**

1. **WATER.**

a. **AVAILABILITY.** TWA has attempted to acquire an adequate physical and legal supply of water for residents. While water service cannot be guaranteed, TWA will employ continuing good faith effort in attempting to meet demand. In the case of new construction, if the amount of water available to the Association is not adequate to serve additional residences, water taps will be withheld until such time, and if, an additional physical and legal supply can be obtained.

a. **REQUIREMENTS AND RESTRICTIONS**

(1) Drilling or maintaining a private well is prohibited.

(2) TWA will charge a tap fee, in an amount set by the Board, for connection to the water system. Payment must be made before hookup to the water main, but not earlier than one year prior. If the tap is not completed within that period, the fee arrangement will be terminated and the funds held by TWA will be returned to the property owner. The same time limitations and conditions apply to sewer tap fees paid under provision II, F, 3., **CONNECTION TO THE CENTRAL SEWER SYSTEM.**

(3) Water lines must be at least six (6) feet deep, or as deep as the main.

(4) An outside "stop and waste" shut-off valve with a curb box shall be installed, be visible, and be maintained in good working order.

(5) The owner shall install a water-pressure regulator valve and/or water meter where necessary or as required by law.

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(6) The owner is responsible for the cost of repairing all water line leaks or breaks from the dwelling to the point of attachment at the main line.

(7) Water supplied by TWA may be used only for indoor domestic use and for watering deck plantings and newly-transplanted shrubs and trees.

(8) The Board is authorized in the event of emergency to request a reduction in water consumption and to take appropriate action in case of noncompliance following such a request.

(9) No property owner may undertake any activity prohibited by Colorado Water Law Statutes and/or any activity that could place in jeopardy any of TWA's water rights.

2. **SANITARY FACILITIES.** Each dwelling shall have at least one properly-functioning bathroom including a commode, lavatory and shower or tub.

3. **CONNECTION TO THE CENTRAL SEWER SYSTEM.** In the Monte Escondido Subdivision, sewage disposal shall be by means of the YL/TWA sewer system. The owner is responsible for paying a tap fee prior to hookup to the main, as well as an annual sewer assessment, both amounts to be authorized by the Board. Further, the owner is responsible for installation, maintenance, repair, and replacement of the sewer line from the dwelling to the point of attachment to the main line. A check valve is required to prevent backups. A cleanout pipe shall be installed outside the foundation, adjacent to the dwelling. Any and all costs incurred in construction, repair, replacement or maintenance of the central YL/TWA sewer system shall be borne entirely by Monte Escondido property owners, Young Life, or both parties, as applicable.

4. **SEPTIC SYSTEMS.** Until such time as government sanitation policies mandate changes, residences on lots not located within the Monte Escondido Subdivision must be provided with a septic system. The installation of all septic systems is subject to the review and written approval of the Chaffee County Health and Sanitation Department. All state, county and local regulations must be followed for the installation and operation of all septic tank systems. The installation, repair and maintenance of all such septic systems shall be the sole responsibility of the owner. An access pipe shall be installed outside the foundation, adjacent to the house.

G. MISCELLANEOUS STRUCTURES.

1. **SATELLITE RECEIVING DISHES.** Installation of satellite dishes exceeding twenty-four (24) inches in diameter requires prior written approval of the Board.

2. **AMATEUR RADIO MASTS.** Amateur radio masts and/or antennas require prior written approval of the Board. Approval will be subject to all applicable federal, state, county and local laws and regulations which apply to such structures. The owner is to submit a site plan showing the proposed location with respect to power lines, the height of support structures, the distance of the support structures from adjacent properties, the measures taken to minimize lightning damage and the location of leads and guy wires. The mast and attached antenna must be located such that primary views of neighbors will not be obstructed, nor will damage occur to any neighboring structures in the event of collapse. All materials used, finishes, heights and locations are subject to Board review. Use of amateur radios must not interfere with electronic devices in neighboring residences.

H. **SIGNS.** A request to post a sign, other than one identifying a name, property address, a lot or home "for sale," or a construction company, must be submitted for Board approval at a regularly scheduled board meeting. One sign no greater than five (5) square feet is permitted advertising the property as being for sale. Such a sign must be placed on the owner's property or on green belt with Board approval and must be located at least ten (10') feet from the roadway. Requirements governing construction company signs are denoted in Section II.,D,9. Excepted from these restrictions are signs that by statute cannot be prohibited.

I. **LANDSCAPING AND APPEARANCE.** The landscaping and appearance of lots shall be in accordance with the following guidelines:

1. Except for native grasses not requiring irrigation, the planting of lawns is prohibited.
2. While recognizing that certain modifications may be necessary or otherwise reasonable, lots should be kept in as natural a state as possible.
3. Trees requiring minimal watering may be planted to encourage reforestation.
4. All fencing, other than that protecting plants, requires prior written Board approval. From the time that the Association was formed, preservation of free and open space has been emphasized. Therefore, any fencing that would noticeably detract from that continuing effect will not be approved. Fences installed for purposes of domestic animal control must be attached to a dwelling, a dwelling's deck, or a garage.
5. In the interest of fire prevention and the preservation of healthy trees, the Board reserves the right to have fallen, diseased and/or beetle infested trees removed from lots. Lot owners will be notified and shall

have a maximum of 30 days to cause said removal. TWA will thereafter arrange for removal at the owner's expense. After cutting, beetle-infested wood must be treated in accordance with Forest Service recommendations and/or requirements.

J. ANIMALS AND PETS.

1. Horses, other livestock or poultry shall not be raised, kept or quartered on any privately-owned lot in Trail West.

2. Pet Animals as defined in the Chaffee County Animal Regulation Resolution may be kept for noncommercial purposes. TWA members who are owners of such pet animals must abide by the standards of that Resolution except when animal control requirements indicated in TWA Rules and Regulations are more restrictive, in which case the applicable provisions of said Rules and Regulations take precedence over those imposed by the county.

K. DAMAGED PROPERTY. Structures destroyed in whole or in part by whatever cause shall be repaired, removed or rebuilt within one year, including removal of all debris and building materials. Extensions may be granted by the Board subject to conditions outlined in Section II, D, 7 herein.

III. ADMINISTRATION

A. ASSESSMENTS.

1. PROPERTY OWNERS' OBLIGATION. By acceptance or possession of a deed relating to privately-owned real property in Trail West, the owners of such properties covenant and agree to pay to the Association:

a. Annual maintenance assessments or charges ("Membership Assessments"), and

b. Special assessments ("Special Assessments"), such assessments to be established and collected as hereinafter provided.

2. MEMBERSHIP ASSESSMENTS.

a. Prior to the beginning of each fiscal year (May 1), the Board will set the levels of membership assessments. Following that determination, property owners will be billed. Assessments become due and payable, in full, on or before the first day of August of the designated fiscal year. Failure to receive the billing statement shall not relieve the owner of liability for the payment of said assessments.



b. Increases in Basic (lot) and Residence Benefit Assessments shall not be greater than eight percent (8%) over the same assessments of the immediate prior year. Any increase above that maximum requires the approval of the TWA membership voting in accordance with the Bylaws of TWA. The separate assessment for sewer service, which is based on the Board's review and approval of the recommendation of the Sewer Committee, is not subject to the aforementioned eight percent (8%) limitation.

3. **SPECIAL ASSESSMENTS.** In addition to the Membership Assessments authorized above the Board may levy special assessments for purposes of defraying, in whole or in part, costs resulting from:

- a. The acquisition, replacement, or repair of the Association's capital equipment; or
- b. Construction, reconstruction, replacement or repair of capital improvements located on TWA property, including fixtures and personal property related thereto; or
- c. Work done on specific projects that the Board believes would benefit the Trail West community.

Any such assessment requires the consent of the members voting in accordance with the Bylaws of the Association. However, if a proposed capital expenditure involves only the YL/TWA sewer system, the vote to allow a special assessment to fund all incurred costs will be limited to property owners in the area serviced by that system. In all instances, following approval of, and proper billing for, a special assessment, payment in full must be received on or before the due date set by the Board.

4. **RATE OF ASSESSMENT.** Both Membership Assessments and Special Assessments must be fixed at a uniform rate for all lots except that they shall be adjusted so that any subdivided lots will be assessed proportionally. Depending on circumstances, there may be a different rate of Membership Assessment or Special Assessment applied uniformly against lots based on the following factors:

- a. Vacant lots outside the area serviced by the TWA sewer system,

- b. Vacant lots located in the area serviced by the TWA sewer system,
- c. Lots improved with a residence provided with water service only.
- d. Lots improved with a residence provided with both water and sewer service.

5. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF TWA.** Assessments not paid in full when due are delinquent. Delinquent accounts will be charged interest at a rate of 1.5% per month, or 18% annually. The Board is further authorized to file a lien against the specific property for which assessments have not been paid after ninety (90) days of delinquency. Owners of property against which a lien is filed shall be jointly, severally, individually and personally liable for the payment of the delinquent assessments plus any accrued interest, and any required costs and reasonable attorney's fees arising from legal action pursued by TWA. By acceptance of title to a lot or possession thereof, the owner hereby expressly vests the Board the right and power to bring all actions against him personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including, but not limited to, collection pursuant to any Colorado statutes which provide for foreclosure by an action brought in the name of TWA for the benefit of all other lot owners, and any and all other remedies at law or in equity. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them. The Board acting on behalf of the TWA membership shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse or abandonment of his lot. During the period of delinquency the owner shall forfeit his right to vote until the assessment, and all other charges and costs, are paid in full.

6. **PRIORITY OF THE ASSESSMENT LIEN.** The lien of the assessments provided for herein shall have the priority as established by applicable Colorado statute. Sale or transfer of any lot shall not affect the assessment lien or its priority. No sale or transfer shall relieve the owner of such lot from liability for any assessments thereafter becoming due or from the lien thereof.

B. **RULES AND REGULATIONS.** The Board shall have the authority to enact and enforce rules and regulations promoting the health, safety, protection and general benefit of property owners and/or all other occupants of dwellings in Trail West. These rules and regulations shall have such force and effect, and shall be enforceable, as if included in these Restrictions and Protective Covenants. New rules and regulations will be mailed to the membership within ninety (90) days after passage and approval by

the Board. The Rules and Regulations in effect at any time shall be maintained in the Minute Book of TWA and copies will be available to any owner, resident or guest.

C. **VIOLATIONS.** Any violation of the provisions, conditions, or restrictions contained herein shall warrant the Board or any other property owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief in order to enforce the same. The court, in its discretion, may award the plaintiff his court costs and reasonable attorney's fees. No delay on the part of the Board or any other person in the exercising of any right, power, or remedy contained herein shall be construed as a waiver thereof or an acquiescence therein. Various rights and remedies of all persons herein shall be cumulative, and the Board or any other property owner may use any or all of said rights without, in any way, affecting the ability of the Board or any other property owner to use, rely upon, or enforce any other right.

D. **ENFORCEMENT.** The Board is hereby empowered to seek enforcement of these Restrictions and Protective Covenants and TWA Rules and Regulations by the following options:

1. Fine, in an amount to be determined by the Board for each individual case.
2. Lien action if TWA incurs expenses resulting from measures undertaken to correct conditions arising from a violation.
3. Water shutoff.
4. Appeal to a court of appropriate jurisdiction for injunctive relief, for penalty, or for damages incurred in correcting any failure of any owner to comply herewith, including, but not limited to, attorney's fees and costs of suit.

Notification of violations will be by written notice, with responses due within a specified time period.

E. **TRANSFER OR SALE OF PROPERTY.** The Board will supply all new property owners with copies of the Bylaws, Restrictions and Protective Covenants, and Rules and Regulations in the most expeditious way possible, indicating to the new owners that they are welcome and that they are bound by the Bylaws, Restrictions and Protective Covenants, and Rules and Regulations being supplied to them.

F. **UNALLOCATED PROPERTY MANAGEMENT.** TWA shall be responsible for removal of debris from all property designated as "common area" in Trail West. This property will be maintained as much as is possible in its natural state, with the exception of subsurface easement, and shall be held by TWA, its successors and assigns, for the use and enjoyment of all property owners.

G. **UNADDRESSED ISSUES.** If the Board is presented with an issue or problem, the subject of which seems not to be addressed adequately in these covenants or other Association documents, the Board serving at the time will make a decision as to

what actions or procedures will or will not be allowed. The determination of the Board will continue in effect unless and until good and sufficient reason for a reversal or modification is presented. Because of this limitation, such a decision will have less force than formal approval or disapproval, and will not bind future Boards called upon to reconsider the same, or a similar, matter of concern.

H. TENURE OF THESE COVENANTS. Unless otherwise cancelled and terminated these Restrictions and Protective Covenants shall be binding upon the members of Trail West Association, and shall run with and bind the land for a term of twenty (20) years from the date this instrument is recorded in the office of the Clerk and Recorder of Chaffee County, Colorado, after which time they shall be automatically extended for successive periods of ten (10) years unless sooner amended, rescinded or waived as provided below.

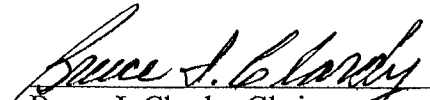
I. AMENDMENT. These Restrictions and Protective Covenants may be amended, waived or rescinded, in whole or in part by a vote of the membership of TWA conducted in accordance with the procedures set forth in the Bylaws of the Association. In addition, members proposing waivers or amendments that provide specifically for their personal benefit may arrange for a special membership vote through the TWA office. Expenses incurred by the Association as a result of this latter provision shall be borne by the individuals seeking approval of such requests. To be effective, any amendment, restatement, rescission or waiver of these Restrictions and Protective Covenants must be executed and acknowledged by at least two (2) Directors and recorded in the office of the Clerk and Recorder of Chaffee County, Colorado. Excepted from this membership vote requirement are construction and building location variances which the Board may award at its discretion following compliance with the notification clause contained in Section II, A., BOARD APPROVAL AND GENERAL REQUIREMENTS.

J. SEVERABILITY. In the event that any of the provisions of these Restrictions and Protective Covenants shall be found by any court of competent jurisdiction to be in conflict with the laws of the United States and/or laws of the State of Colorado, then such provision or provisions shall be deemed not to be a part of these Restrictions and Protective Covenants and shall not affect any other provisions of these Restrictions and Protective Covenants, which other provisions shall remain in full force and effect.

K. SINGULAR INCLUDES PLURAL, GENDER DESIGNATION ASSUMES EQUIVALENCE. Unless the content requires contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

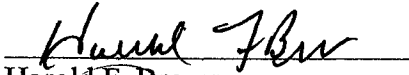
L. CAPTIONS. All captions or titles used herein are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

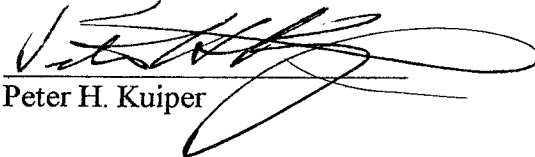
Dated and signed to be effective as of the 18th day of December, 2009, by members of the Board of Directors of Trail West Association, Inc., who hereby certify that any revisions, cancellations, or waivers of the Restrictions and Protective Covenants heretofore filed on March 29, 2002, in the office of the Clerk and Recorder of Chaffee County, Colorado, reception 325043, have been approved by a vote of the members of TWA in accordance with the Bylaws of TWA.

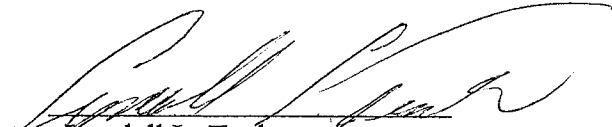

Bruce I. Clardy, Chairman

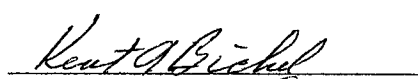

David L. Aldrich


Harold Engelbrecht


Harold F. Brown


Peter H. Kuiper


Lyndell L. Tucker


Kent A. Bickel


Glenn Cunningham


Arlo Padilla

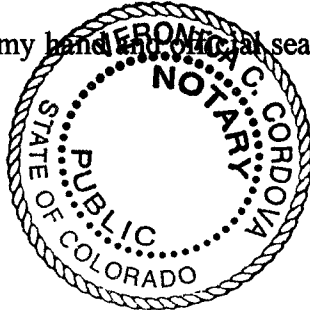
Refer to Reception

395556

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 2nd day of February, 2010 by Bruce I. Clardy, Chairman of the Board of Directors of Trail West Association, Inc., a Colorado nonprofit corporation, on behalf of said corporation.

Witness my hand and official seal.



Veronica C Cordova
Notary Public

My commission expires: 2-24-2011

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 2nd day of February, 2010, by David L. Aldrich, Director of Trail West Association, Inc., a Colorado nonprofit corporation on behalf of said corporation.

Witness my hand and official seal.



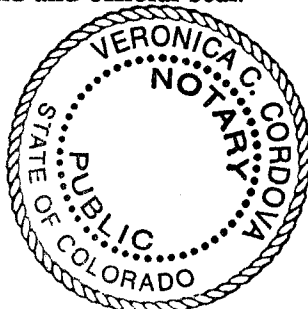
Veronica C Cordova
Notary Public

My commission expires: 2-24-2011

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 2nd day of February, 2010, by Harold Engelbrecht Reed, Director of Trail West Association, Inc., a Colorado nonprofit corporation, on behalf of said corporation.

Witness my hand and official seal.



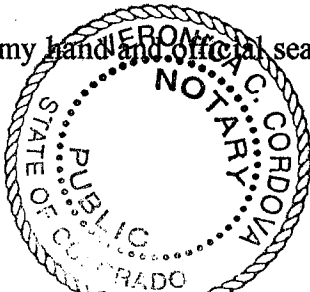
Veronica C Cordova
Notary Public

My commission expires: 2-24-2011

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 2nd day of February, 2010, by Harold F. Brown, Director of Trail West Association, Inc., a Colorado nonprofit corporation on behalf of said corporation.

Witness my hand and official seal.



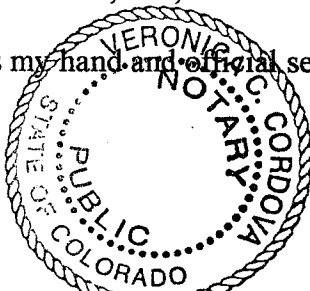
Veronica C Cordova
Notary Public

My commission expires: 2-24-2011

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 2nd day of February, 2010, by Peter H. Kuiper, Director of Trail West Association, Inc., a Colorado nonprofit corporation, on behalf of said corporation.

Witness my hand and official seal.



Veronica C Cordova
Notary Public

My commission expires: 2-24-2011

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 2nd day of February, 2010, by Lyndell L. Tucker, Director of Trail West Association, Inc., a Colorado nonprofit corporation, on behalf of said corporation.

Witness my hand and official seal.



Veronica C Cordova
Notary Public

My commission expires: 2-24-2011

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 2nd day of February, 2010, by Kent A. Bickel, Director of Trail West Association, Inc., a Colorado nonprofit corporation, on behalf of said corporation.

Witness my hand and official seal.



Veronica C Cordova
Notary Public

My commission expires: 2-24-2011

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 2nd day of February, 2010, by Glen Cunningham, Director of Trail West Association, Inc., a Colorado nonprofit corporation, on behalf of said corporation.

Witness my hand and official seal.



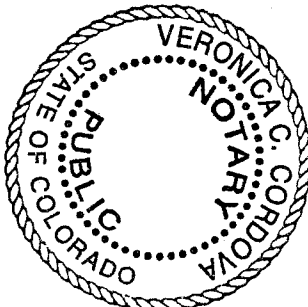
Veronica C Cordova
Notary Public

My commission expires: 2-24-2011

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing Declaration of Restrictions and Protective Covenants was acknowledged before me this 2nd day of February, 2010, by Arlo Padilla, Director of Trail West Association, Inc., a Colorado nonprofit corporation, on behalf of said corporation.

Witness my hand and official seal.



Veronica C Cordova
Notary Public

My commission expires: 2-24-2011

Trail West Association

**Amendment to the
Declaration of
Restrictions
And
Protective Covenants**

Recorded 8-1-2017

**AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR TRAIL WEST DEVELOPMENT
CHAFFEE COUNTY, COLORADO
TRAIL WEST ASSOCIATION, INC.**

THIS AMENDMENT to the Declaration of Restrictions and Protective Covenants for Trail West Development is made on the date hereinafter set forth by Trail West Association, Inc. ("Association").

RECITALS

A. A Declaration of Restrictions and Protective Covenants for Trail West Development, Chaffee County, Colorado Trail West Association, Inc. dated November 1, 1991 and recorded on February 12, 1992 in Book 522, Page 512, Reception No. 261545 of the records of the Chaffee County Clerk and Recorder ("Original Declaration").

B. The Original Declaration was amended and republished by the Declaration recorded on March 29, 2002 at Reception No. 325043 of the records of the Chaffee County Clerk and Recorder and amended and republished and recorded on August 30, 2011 at Reception No. 395687 of the aforesaid records.

C. Article III, Paragraph I provides that the Declaration may be amended, rescinded, or waived in whole or in part by the affirmative vote of two-thirds of the voting members casting ballots.

D. The Owners in the Trail West Association desire to adopt the following Amendments to the Declaration and have determined that the Amendments are reasonable and not unduly burdensome. These Amendments have been approved by Owners of more than two-thirds of the total Association vote.

NOW, THEREFORE, the Declaration is amended as follows:

- I. **Amendment.** Article II, Paragraph (E)(7) regarding utility lines is amended by deleting the word "sewer" from the first sentence.
- II. **Amendment.** Article II, Paragraph (F) is amended to correct lettering in that paragraph so that there are not two subparagraphs designated as (F)(1) (a). The second subparagraph (F)(1)(a), titled "Requirements and Restrictions," will be designated as subparagraph (F)(1)(b).
- III. **Amendment.** Article II, Paragraph F(1)(b)(2) is amended by deleting the last sentence of that subparagraph regarding sewer tap fees for connection to the central sewer system.
- IV. **Amendment.** Article II, Paragraph F(3) regarding connection to the central sewer system is amended by deleting that Paragraph in its entirety.
- V. **Amendment.** Article II, Paragraph F(4) is amended by deleting the first sentence of that Paragraph and substituting therefor the following:

All lots improved with a residence must have an approved septic system prior to occupancy except lots in the Monte Escondido Subdivision improved with a residence that are connected to the Young Life central sewer system as of the date of this Amendment. Lots in the Monte Escondido Subdivision connected to the Young Life central sewer system as of the date of this Amendment are required to install an approved and operational septic system not later than August 1, 2018.

- VI. Amendment.** Article III, Paragraph (A)(2)(b) regarding membership assessments is amended by deleting the last sentence of that subparagraph.
- VII. Amendment.** Article III, Paragraph (A)(3) regarding special assessments is amended by deleting the second sentence in the first full paragraph after subparagraph (A)(3)(c) which sentence reads as follows:
- However, if a proposed expenditure involves only the YL/TWA sewer system, the vote to allow a special assessment to fund all incurred costs will be limited to property owners in the area serviced by that system.
- VIII. Amendment.** Article III, Paragraph (A)(4) regarding rate of assessment is amended by deleting subparagraphs (a), (b), (c) and (d) and substituting therefor the following:
- (a) Vacant lots
 - (b) Lots improved with a residence
- IX. Conflicts.** The terms and conditions of this Amendment control over any conflicting provision set forth in the Declaration, Articles, Bylaws or rule or regulation and such conflicting provision is of no further force or effect.
- X. No Other Amendments.** Except as amended by the terms of this Amendment and previous Amendments, the Original Declaration remains in full force and effect.
- XI. Effective Date.** This Amendment will be effective upon recording.

[SIGNATURES ON FOLLOWING PAGE]

436123

436123 8/1/2017 9:53 AM AMD Lori A Mitchell
3 of 3 R\$20 D\$0 N\$0 S\$3 M\$0 E\$0 Chaffee County Clerk

IN WITNESS WHEREOF, this Amendment is executed this 31st day of July, 2017. The undersigned, being the president and secretary of Trail West Association, Inc., hereby certify that the Association has obtained the approval of Owners holding at least two-thirds of the total votes in the Association as evidenced by written instruments filed with the records of the Association.

TRAIL WEST ASSOCIATION, INC.,
a Colorado nonprofit corporation

By:

President

Attest:

Secretary

STATE OF COLORADO)

) ss.

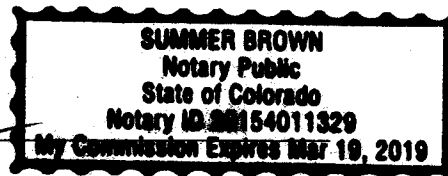
COUNTY OF Chaffee)

The foregoing was acknowledged before me this 31 day of July, 2017, by Richard Malitor, as president of Trail West Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: Mar 19, 2019

Notary Public



STATE OF COLORADO)

) ss.

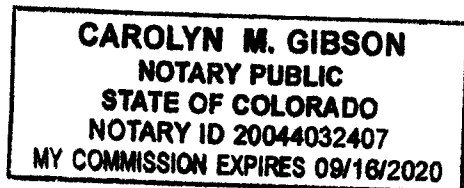
COUNTY OF Chaffee)

The foregoing was acknowledged before me this 1st day of August, 2017, by Sue Pleger, as secretary of Trail West Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 9/16/2020

Notary Public



Carolyn M. Gibson
Notary Public