

Composite Copy of the

PROTECTIVE COVENANTS

FOR THE STARWOOD SUBDIVISIONS

As Amended August 11, 1992

[This document contains the effective Protective Covenants for all of the lands in the Starwood Subdivisions, Pitkin County, Colorado, as of August 11, 1992. It is based on the Protective Covenants for Starwood dated December 13, 1962, and recorded in Book 200 at Page 314; Amendment to Protective Covenants for Starwood dated February 22, 1963, and recorded in Book 201 at Page 317; Second Amendment to Protective Covenants for Starwood dated February 1, 1964, and recorded in Book 207 at Page 135; Protective Covenants for Starwood Two dated July 22, 1964, and recorded in Book 208 at Page 204; the Release of Anchor Easements dated August 7, 1964, and recorded in Book 208 at Page 416; and the Protective Covenants for Starwood, as amended by resolution of the Starwood Homeowners Association adopted by vote of three-fourths of the votes entitled to be cast by the Members of the Starwood Homeowners Association at the Annual Meeting held on August 11, 1992.]

ARTICLE I - PURPOSE OF COVENANTS

1. General Requirements. It is the intention of Starwood Land Corporation of Colorado, expressed by its execution of this instrument, that the lands within Starwood be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, the natural growth and native setting and surroundings of Starwood shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument. It is of primary intent that the seclusion of each homesite in Starwood from neighboring homesites shall be protected insofar as is possible.

ARTICLE II - DEFINITIONS

1. Residential Tracts. All of the subdivision tracts designated on the recorded plats of the Starwood subdivisions by the prefix "R" followed by a number shall be residential tracts.

2. Pasture Tracts. All of the subdivision tracts designated on the recorded plats of the Starwood subdivisions by

the prefix "P" followed by a number shall be pasture tracts.

3. Commons Tracts. All of the subdivision tracts designated on the recorded plats of the Starwood subdivisions by the prefix "C" followed by a number shall be commons tracts.

4. Starwood. The word "Starwood" as used in these covenants shall mean all of the lands included within Starwood and also any lands included within any adjacent subdivisions which bear in their title the word "Starwood".

ARTICLE III - STARWOOD HOME OWNERS ASSOCIATION

1. Membership in Starwood Home Owners Association. All persons or associations (other than Starwood Home Owners Association) who own or acquire the title in fee to any of the lands in Starwood (other than lands dedicated as public roads), by whatever means acquired, shall automatically become Members of STARWOOD HOME OWNERS ASSOCIATION, a Colorado corporation not for profit, in accordance with the Articles of Incorporation of said STARWOOD HOME OWNERS ASSOCIATION as presently in effect and recorded or filed in the records of Pitkin County, Colorado, and as the same may be duly amended from time to time and also filed or recorded in the Pitkin County records.

ARTICLE IV - ARCHITECTURAL COMMITTEE

1. Architectural Committee. The Architectural Committee shall mean the Board of Trustees of STARWOOD HOME OWNERS ASSOCIATION, a Colorado corporation not for profit, as said Board of Trustees is presently constituted and shall be constituted from time to time in the future. Said Architectural Committee shall have and exercise all of the powers, duties, and responsibilities set out in this instrument, and shall also have the authority to establish such rules, regulations, and procedures for the administration of its responsibilities which are not inconsistent with these Protective Covenants.

2. Approval by Architectural Committee. No improvements of any kind, including, but not limited to, dwelling houses, barns, stables, outbuildings, swimming pools, tennis courts, ponds, parking areas, fences, walls, garages, drives, antennae, flagpoles, curbs, and walks, shall ever be constructed or altered on any lands within Starwood, nor may any vegetation be altered or destroyed nor any landscaping performed on any tract, unless the complete architectural plans for such construction or alteration or landscaping are approved in writing by the Architectural Committee prior to the commencement

of such work. In the event the Architectural Committee fails to take any action within ninety (90) days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved. The Architectural Committee is authorized to condition its approval upon changes in the plans or applications submitted and to require assurances and guarantees as to performance and compliance with the rules, regulations, and requirements of the Architectural Committee, the Starwood Home Owners Association or any Special District or municipal entity which has jurisdiction. Any approval which is conditioned upon revisions to submitted plans or applications or upon required agreements and assurances shall not take effect until such conditions have been met and such agreements and assurances provided. The Architectural Committee may also require the submission of samples of proposed building materials or any other data or information necessary for it to reach its decision. All approvals must be evidenced by the signatures of at least a majority of a quorum of the Members of the Architectural Committee voting thereon. In the event the Architectural Committee shall disapprove any architectural plans, the person or association submitting such architectural plans may appeal the matter to the next annual or special meeting of the Members of STARWOOD HOME OWNERS ASSOCIATION, where a vote of at least two-thirds of the votes entitled to be cast at said meeting shall be required to change the decision of the Architectural Committee.

3. Variances. Where circumstances, such as topography, location of property lines, location of trees and brush, or other matters require, the Architectural Committee may, by a two-thirds vote, allow reasonable variances as to any of the covenants contained in this instrument, on such terms and conditions as it shall require; provided that no such variance shall be finally allowed until thirty (30) days after the Architectural Committee shall have mailed a notice of such variance to each Member of STARWOOD HOME OWNERS ASSOCIATION. In the event any three Members shall notify the Architectural Committee in writing of their objection to such variance within said thirty (30) day period, the variance shall not be allowed until such time as it shall have been approved by a vote of at least two-thirds of the votes entitled to be cast at an annual or special meeting of the Members of STARWOOD HOME OWNERS ASSOCIATION.

4. General Requirements. The Architectural Committee

shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands within Starwood conform and harmonize the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade, and finished ground elevation. The Architectural Committee shall protect the seclusion of each homesite from other homesites insofar as possible.

5. Preliminary Approvals. Persons or associations who anticipate constructing improvements on lands within Starwood, whether they already own lands in Starwood or are contemplating the purchase of such lands, may submit preliminary sketches of such improvements to the Architectural Committee for informal and preliminary approval or disapproval, but the Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval until such time as complete architectural plans are submitted and approved or disapproved.

6. Architectural Plans. The Architectural Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

7. Architectural Committee Not Liable. The Architectural Committee shall not be liable to any person or association submitting any architectural plans or other applications for approval, or to any owner or owners of lands within Starwood, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans or other applications. Any person or association acquiring the title to any property in Starwood, or any person or association submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Architectural Committee, its Members as individuals, or its advisors, employees or agents.

8. Written Records. The Architectural Committee shall keep and safeguard for at least five (5) years complete permanent written records of all applications for approval submitted to it (including one set of all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

ARTICLE V - GENERAL RESTRICTIONS ON ALL TRACTS

1. Zoning Regulations. No lands within Starwood shall ever be occupied or used by or for any structure or purpose or in any manner which is contrary to the zoning regulations of Pitkin County, Colorado, validly in force from time to time, except as the same may be allowed under said regulations as a nonconforming structure or use.

2. No Mining, Drilling or Quarrying. No mining, quarrying, tunnelling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, shall ever be permitted within the limits of Starwood.

3. No Business Uses. No lands within Starwood shall ever be occupied or used for any commercial or business purpose nor for any noxious activity, and nothing shall be done or permitted to be done on any of said lands which is a nuisance or might become a nuisance to the owner or owners of any of said lands. No store, office or other place of commercial or professional business of any kind; nor any hospital, sanitorium or other place for the care or treatment of the sick or disabled, physically or mentally; nor any public theater, bar, restaurant or other public place of entertainment; nor any church; nor any residential building house more than one family; shall ever be constructed, altered or permitted to remain within Starwood.

4. Signs. With the exception of one "For Rent" or "For Sale" sign (which shall not be larger than 20 x 26 inches) and except for one entrance gate sign of a style and design approved by the Architectural Committee, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered or permitted to remain on any tract in Starwood.

5. Animals. No animals or poultry shall be kept on any lands in Starwood except ordinary household pets belonging to the household and horses and cows. Other animals or poultry may be kept only with the prior written permission of the Architectural Committee. The Architectural Committee may establish reasonable rules and regulations for the keeping of animals. The Architectural Committee may require any owner or lessee of lands within Starwood to remove any animals or poultry, from his premises if in the opinion of the Architectural Committee the lands are overgrazed or the animals

or poultry constitute an annoyance to the owners of neighboring tracts. No horses or cows will be permitted to be kept on any residential tract or pasture tract not having sufficient pasture to maintain them adequately. Animals and poultry, other than ordinary household pets, must be kept within an enclosed area which must be kept clean, sanitary, and reasonably free of refuse, insects, and waste at all times.

6. No Resubdivision. No tract described on the recorded plats of the Starwood subdivisions shall ever be resubdivided into smaller tracts or lots nor conveyed or encumbered in any less than the full original dimensions as shown on said recorded plats; provided that conveyances or dedications of easements for utilities or private roads may be made for less than all of one tract.

7. Combining Tracts. If two or more contiguous residential tracts are owned by the same owner or owners, they may be combined into one or more larger residential tracts by means of a written document executed and acknowledged by all of the owners thereof, approved by the Architectural Committee, and recorded in the real property records of Pitkin County, Colorado. If two or more contiguous pasture tracts are leased by the same lessee or lessees, they may be combined into one or more larger pasture tracts by means of a written document executed and acknowledged by all of the owners and lessees thereof, approved by the Architectural Committee, and recorded in the real property records of Pitkin County, Colorado. Thereafter, the new and larger tract or tracts shall each be considered as one tract for the purposes of these covenants.

8. Service Yards and Trash. All clothes lines, equipment, service yards, woodpiles or storage piles on any tract in Starwood 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 in Starwood and shall not be allowed to accumulate 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.

9. Underground Utility Lines. All water, gas, electric, and telephone pipes and lines and all other utility lines within the limits of Starwood must be buried underground and may not be carried on overhead poles nor above the surface

of the ground.

ARTICLE VI - RESTRICTIONS ON RESIDENTIAL TRACTS

1. Number and Location of Buildings. No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential tract other than:

- (1) One detached single-family dwelling house; and
- (2) One guest or servant house; and
- (3) One attached or detached garage; and
- (4) One barn or stable or other non-residential outbuilding other than a garage.

No building or other structure shall be constructed or allowed to remain on any open meadow land on any residential tract. No dwelling house shall be placed, erected, altered or permitted to remain on any residential tract at any site or location other than that indicated on the recorded plats of the Starwood subdivisions, except as otherwise specifically permitted by the Architectural Committee.

2. Dwelling House to be Constructed First. No guest house, servant house, garage, barn, stable or other outbuilding shall be constructed on any residential tract until after commencement of construction of the dwelling house on the same residential tract. All construction and alteration work shall be prosecuted diligently, and each building, structure or improvement which is commenced on any residential tract shall be entirely completed within eighteen (18) months after commencement of construction.

3. Towers and Antennae. No towers or radio or television antennae higher than three feet above the highest roof line of the dwelling house shall be erected on any residential tract, and all such towers and antennae must be attached to the dwelling house.

4. Trees and Landscaping. No trees or brush growing on any residential tract shall be felled or trimmed nor shall any natural areas be cleared, or formal lawn areas constructed, or landscaping performed on any residential tract without the prior written permission of the Architectural Committee.

5. Tanks. No elevated tanks of any kind shall be erected, placed or permitted upon any residential tract. Any tank used in connection with any dwelling house or other structure on any residential tract, including tanks for storage of gas, fuel oil, gasoline, oil or water shall be buried or, if located above ground, the location and screening shall be as determined by the Architectural Committee.

6. Used or Temporary Structures. No used or previously erected or temporary house, structure, house trailer or nonpermanent outbuilding shall ever be placed, erected or allowed to remain on any residential tract, except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion.

7. Exterior Lighting. All exterior lights and light standards on residential tracts shall be approved by the Architectural Committee for harmonious development and the prevention of lighting nuisances to other lands in Starwood.

8. Off-Street Parking. No dwelling house shall be constructed on any residential tract unless there is concurrently constructed on the same tract an adequate off-street parking area for at least four automobiles.

9. Garbage Disposal and Sanitary Systems. Each dwelling house or other structure containing a kitchen constructed on any residential tract in Starwood shall be equipped with a garbage grinder or garbage disposal unit of a type approved by the Architectural Committee. No sewerage disposal system, sanitary system, cesspool or septic tank shall be constructed, altered or allowed to remain or be used on any tract unless fully approved as to design, capacity, location, and construction by all proper public health agencies of the State of Colorado and the County of Pitkin and also by the Architectural Committee.

VII - RESTRICTIONS ON PASTURE TRACTS

1. No Structures or Improvements. No buildings,

structures or improvements of any nature shall be placed, erected, altered or permitted to remain on any pasture tract, except for fences, ponds, and private roads giving access to other tracts in Starwood, which have the prior written approval of the Architectural Committee.

2. Trees and Landscaping. No trees or brush growing on any pasture tract shall be felled or trimmed, no natural areas shall be cleared, nor shall any natural vegetation, rocks or soil be damaged or removed, nor any landscaping performed, on any pasture tract unless first approved in writing by the Architectural Committee.

3. Temporary Buildings. No temporary house, house trailer, horse trailer, tent or other temporary or movable structure shall be placed, erected or allowed to remain on any pasture tract.

4. Exterior Lighting. No exterior lights, fixtures or standards shall be erected, installed or permitted to remain on any pasture tract.

5. Leasing on Pasture Tracts. No pasture tract may ever be leased to any person or association other than the owner or owners of the residential tract bearing the same identifying number, without the prior written permission of such owner or owners.

ARTICLE VIII - RESTRICTIONS ON COMMONS TRACTS

1. Improvements. No improvements of any kind or nature shall be constructed, altered or allowed to remain on any commons tract except noncommercial stables or barns, training tracks, jumping courses, polo fields, meadows, caretakers' residences, clubhouses, swimming pools, tennis courts, golf courses, lakes, and ponds, recreational facilities, bridle paths or similar improvements for the benefit of or use of all of the Members of STARWOOD HOME OWNERS ASSOCIATION, and private roads giving access to other tracts in Starwood. All such improvements shall be approved by the Architectural Committee as elsewhere herein provided, and shall conform and harmonize in appearance, siting, and cost with existing structures on and the overall development plans for Starwood.

ARTICLE IX - EASEMENTS RESERVED

1. Utility Easements Reserved. Starwood Land Corporation of Colorado hereby reserves to itself, its successors and assigns, perpetual easements five (5') feet in width on each side of the boundary line along the entire perimeter of each tract described on the recorded plats of the Starwood subdivisions, except any portion of said perimeter which abuts on a dedicated county road, for the purpose of constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, water, irrigation, sewer, gas, and similar lines, pipes, wires, ditches, and conduits, and walking and riding trails.

2. Irrigation Easements and Rights Reserved. Starwood Land Corporation of Colorado hereby reserves to itself, its successors and assigns, perpetual easements across all of the lands in the Starwood subdivisions along the line of all irrigation ditches and laterals presently in existence, or hereafter constructed with the consent of the owners of the lands across which constructed, for the purpose of constructing, maintaining, and operating irrigation ditches and laterals for the proper irrigation of all meadow lands in Starwood located on any tracts therein. Starwood Land Corporation of Colorado similarly reserves to itself, its successors and assigns, the right to irrigate all such meadow lands at all reasonable times, and to go on all tracts in the Starwood subdivisions for the purpose of irrigating such meadow lands so as to preserve and maintain their natural beauty.

3. Easements for Private Roads. Starwood Land Corporation of Colorado hereby reserves to itself, its successors and assigns, perpetual easements across all commons tracts in the Starwood subdivisions for private roads giving access to the residential tracts in Starwood; provided that no such private road shall ever be constructed or used without the prior written permission of the Architectural Committee.

ARTICLE X - ENFORCEMENT

1. Enforcement Actions. The Architectural Committee shall have the right to prosecute any action to enforce the provisions of all of these covenants by injunctive relief, on behalf of itself and all or part of the owners of lands within Starwood. In addition, each owner of land within Starwood, including the STARWOOD HOME OWNERS ASSOCIATION, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of these covenants. Any

fees, costs or expenses, including reasonable attorneys' fees, shall be paid by the owner against whom enforcement is sought, and payment thereof may be secured and collected as an assessment pursuant to the Articles of Incorporation of the STARWOOD HOME OWNERS ASSOCIATION.

2. Limitations on Actions. In the event any construction or alteration or landscaping work is commenced upon any of the lands in Starwood in violation of these covenants and no action is commenced within one (1) year thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any part aggrieved. Said one (1) year limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE XI - GENERAL PROVISIONS

1. Covenants to Run. All of the covenants contained in this instrument shall be a burden on the title to all of the lands in Starwood, and the benefits thereof shall inure to the owners of all of the lands in Starwood, and the benefits and burdens of all said covenants shall run with the title to all of the lands in Starwood.

2. Termination of Covenants. The covenants contained in this instrument shall terminate December 13, 2032, or at the time of final dissolution of the Colorado corporation not for profit known as STARWOOD HOME OWNERS ASSOCIATION, whichever date shall first occur. Effective on December 13, 1992, December 13, 2002, and December 13, 2012, these covenants may be amended by a vote of three fourths of the votes entitled to be cast by the Members of STARWOOD HOME OWNERS ASSOCIATION, said vote to be cast at a meeting of the Members duly held not more than six (6) months before and not more than six (6) months after said date, provided a properly certified copy of the resolution of amendment be placed of record in Pitkin County, Colorado, not more than six (6) months after said vote. If these covenants are amended on December 13, 2012, then they shall continue in effect, as amended, for so long thereafter as may be stated in said amendment.

3. Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

4. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the covenants contained herein.