

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND PRIVATE

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND PRIVATE ROAD MAINTENANCE AGREEMENT (“Declaration”) is made by Aspen Willow Estates, LLC / Charles Woodall (“Declarant”) for the purpose of preserving the rural residential character and protecting the value and enjoyment of the property known as Aspen Willow Estates, located in El Paso County, Colorado.

1. DECLARANT

This Declaration is made by Aspen Willow Estates, LLC / Charles Woodall (“Declarant”). Until the completed sale of all lots subject to this Declaration, Declarant shall serve as the sole “Approving Authority” for all matters governed by these Covenants.

2. PROPERTY SUBJECT TO DECLARATION

This Declaration applies only to Lots 2, 3, and 4 of Aspen Willow Estates, consisting of approximately five (5) acre parcels, as shown on the recorded plat thereof in El Paso County, Colorado.

The approximately twenty (20) acre parcel identified as Lot 1 and retained by Declarant is expressly excluded from this Declaration and all provisions herein unless subsequently subjected thereto by a separately recorded written instrument executed by Declarant.

3. PURPOSE

INFORMATIONAL COMMENT: The County Attorney's office will review this and determine if the HOA may exclude one of the 4 proposed lots. And if so, if an HOA is necessary for only 3 lots.

The purpose of this Declaration is to preserve and protect the rural residential living environment and to maintain the desirability, attractiveness, and value of Aspen Willow Estates and nearby properties.

4. AUTHORITY OF APPROVING AUTHORITY

The Approving Authority, subject to applicable zoning and land use regulations of El Paso County, is empowered to approve or disapprove in writing all matters delegated to it under these Covenants, including without limitation:

- Plans for construction;
- Site locations;
- Clearing and landscaping;
- Fencing;
- Additions to existing structures;
- Exterior remodeling; and
- Replacement or alteration of the natural environment or exterior appearance of improvements.

The Approving Authority may require submission of additional plans, specifications, or material samples and may require modifications deemed necessary to conform to the overall intent of these Covenants.

The Approving Authority shall have the right to alter proposed construction site locations or deny construction if, in its opinion, the proposed location would unduly interfere with adjoining tracts. The Approving Authority may order removal of any improvements constructed without written approval or constructed in material deviation from approved plans.

The Approving Authority shall be the sole and exclusive judge of whether submitted plans and structures comply with these Covenants, and it is intended that broad discretionary authority be exercised hereunder.

The Approving Authority shall not be liable to any party for any act or omission unless such act or omission constitutes gross negligence or willful misconduct.

5. LAND USE RESTRICTIONS

Lots shall be used solely for:

- Single-family residential purposes; and
- Lawful agricultural purposes.
- Each Lot Owner shall maintain the natural and established drainage patterns, swales, and waterways located within their Lot boundaries. No owner shall alter, obstruct, or redirect the flow of surface water in a manner that adversely impacts

adjacent properties. All drainage structures and swales within a Lot must be kept free of debris, silt and obstructions by the Owner at their sole expense.

No lot may be subdivided into parcels smaller than five (5) acres.

No tract shall be used or occupied for any group home, nursing home, halfway house, or similar occupancy arrangement involving unrelated persons, except as otherwise permitted by applicable law.

No trade, business, profession, commercial activity, or other activity conducted for gain shall be carried on within any tract except for approved home office uses. Home offices for professional services, including but not limited to architects, accountants, attorneys, or similar professions, may be permitted provided that:

- The activity is not apparent or detectable by sight, sound, or smell;
- The use complies with applicable zoning regulations;
- The activity is conducted by the Owner or a member of the Owner's family residing on the property;
- No more than two non-resident employees are employed;
- The activity does not generate excessive traffic or parking;
- No signage is installed on the property;
- The activity does not involve retail sales, manufacturing, distribution, wholesale operations, storage, or repair businesses;
- Commercial vehicles or equipment are not stored on the property; and
- Prior written approval is obtained from the Approving Authority.

No home office use shall involve advertising directed to the public or solicitation of residents within Aspen Willow Estates.

6. BUILDING STANDARDS

No structure shall be erected within Aspen Willow Estates except:

- Single-family dwellings; and
- Accessory buildings approved by the Approving Authority.

All construction shall be new construction.

No building previously used at another location, nor any building originally constructed as a mobile home or manufactured home, may be relocated onto any tract.

All residences shall contain a minimum of two thousand (2,000) square feet of finished above-grade living area.

Exterior materials shall consist primarily of natural or earth-tone finishes. Aluminum siding, steel siding, and vinyl siding are prohibited.

Lap siding shall not exceed eight (8) inches in width.

Roofing materials shall consist of tile, slate, copper, or premium architectural dimensional asphalt shingles with a minimum forty-year warranty. Three-tab shingles and T-lock shingles are prohibited. Roofing colors are subject to approval by the Approving Authority.

Reflective roofing materials are prohibited.

All improvements shall comply with applicable county building and land use regulations.

Manufactured homes and mobile homes are prohibited.

7. ARCHITECTURAL REVIEW

Prior to commencement of construction, plans for all residences, accessory buildings, fencing, and major exterior improvements shall be submitted to the Approving Authority for review and written approval.

The Approving Authority must approve:

- The location of all structures on the building site; and
- Compliance of proposed structures with these Covenants.

No trailer, tent, or temporary quarters shall be used for residential living purposes.

Until all lots are sold by Declarant, Declarant shall serve as the Approving Authority.

Approval shall not be unreasonably withheld.

8. ACCESSORY STRUCTURES

Detached garages, barns, workshops, and similar structures are permitted if architecturally compatible with the primary residence.

Metal or prefabricated storage sheds are prohibited.

9. CONSTRUCTION COMPLETION

The exterior of all buildings and structures shall be completed within one (1) year after commencement of construction, except where completion is impossible or would result in substantial hardship due to strikes, fires, national emergencies, or natural disasters.

If construction is not completed within such period, or if construction ceases for sixty (60) consecutive days without approval from the Approving Authority, the Approving Authority may issue written notice requiring diligent recommencement of construction within thirty (30) days.

Failure to comply may result in the unfinished structure being deemed a nuisance, subject to removal at the Owner's expense.

Appropriate erosion control measures shall be installed prior to commencement of construction.

10. EASEMENTS

A. Development Easements

Declarant reserves perpetual easements for development purposes over Aspen Willow Estates, including easements for utilities, drainage, access, and related improvements as shown on the recorded plat.

B. Utilities and Other Easements

Easements for installation and maintenance of utilities, drainage facilities, irrigation systems, and related improvements are reserved as shown on the recorded plat or described herein.

Fencing and landscaping improvements constructed within easement areas shall remain subject to the rights of utility providers and governmental entities.

C. Utilities

Each Owner shall be responsible for construction and operation of water wells and septic systems serving that Owner's tract in compliance with all governmental requirements.

All utilities shall be installed underground except for customary utility service equipment.

D. Drainage Maintenance

Each Owner shall be responsible for maintenance of drainage improvements located on that Owner's tract.

11. DENSITY, SETBACK, AND QUALITY STANDARDS

A. Density

No more than one dwelling and one accessory building shall be erected on any tract unless otherwise approved by the Approving Authority.

Accessory buildings shall be of comparable quality and compatible exterior finish with the primary dwelling.

No tract may be subdivided without amendment of these Covenants.

B. Setbacks

No building or structure shall be located:

- Closer than ninety (90) feet from any tract line fronting a roadway; or
- Closer than fifty (50) feet from any other tract boundary.

Corner lot owners may designate which road frontage shall be subject to the ninety-foot setback.

Exceptions may be approved in writing by the Approving Authority due to unique site conditions.

All setbacks shall additionally comply with the recorded plat and applicable zoning regulations.

C. Owner Maintenance

Owners shall maintain:

- Their tract;
- All structures and improvements;
- Landscaping;
- Driveways; and
- Exterior surfaces

in good condition and repair.

Dead or diseased landscaping shall be promptly replaced.

Exterior surfaces shall be repainted, resealed, or restrained as necessary to prevent deterioration.

12. WATER & SANITATION

Each Owner shall be responsible for obtaining and maintaining approved water and wastewater systems in compliance with applicable county and state requirements.

Water service shall be provided through individual wells.

Sewage treatment shall be through non-evaporative septic system.

13. WATER RIGHTS, WELL USE, AND AUGMENTATION PLAN RESTRICTIONS

A. Compliance With Well Permits and Augmentation Plans

Each Owner shall comply with:

- Applicable well permits issued by the State of Colorado;
- Recorded augmentation plans applicable to the property; and
- All applicable regulations of the Colorado Division of Water Resources.

Nothing contained herein shall supersede or expand limitations contained within any well permit or augmentation plan.

B. Permitted Water Uses

Permitted uses include:

- Ordinary residential domestic use;
- Watering of up to two (2) horses or equivalent livestock units;
- Irrigation of lawn, landscaping, or garden area; and
- Other uses specifically authorized under applicable permits.

C. Prohibited Uses

Unless separately authorized, the following uses are prohibited:

- Commercial agricultural irrigation;
- Water-intensive commercial operations;

- Export or resale of water offsite; and
- Water use exceeding applicable permit or augmentation limitations.

D. Owner Responsibility

Each Owner shall be solely responsible for:

- Compliance with water use limitations;
- Payment of augmentation plan fees; and
- Any penalties or liabilities arising from unauthorized water use.

E. Declarant Reserved Rights

Nothing contained herein shall impair or affect water rights, wells, infrastructure, irrigation systems, or augmentation rights associated with Declarant's excluded twenty (20) acre parcel unless expressly subjected to these Covenants by recorded instrument.

14. PRIVATE ROAD ACCESS AND MAINTENANCE AGREEMENT

The private access road serving Aspen Willow Estates ("Private Road") shall remain a private roadway and shall not be dedicated to or maintained by El Paso County or any governmental entity.

The Private Road shall provide ingress, egress, utility access, and emergency access to:

- Aspen Willow Estates Lots 2, 3, and 4; and
- Adjacent benefited residential parcels utilizing the roadway.

Each benefited parcel shall possess a perpetual non-exclusive easement for use of the Private Road.

Lot 1, retained by Declarant, shall not possess rights or obligations under this Private Road Agreement unless separately established by recorded instrument.

15. ROAD MAINTENANCE RESPONSIBILITIES AND COST SHARING

All benefited lots and parcels utilizing the Private Road shall share equally in all reasonable costs associated with:

- Maintenance;
- Repair;
- Replacement; and
- Preservation of the roadway.

Maintenance responsibilities include:

- Grading;
- Gravel replenishment;
- Snow removal;
- Culvert maintenance and replacement;
- Drainage improvements;
- Dust suppression;
- Emergency repairs; and
- Emergency vehicle access maintenance.

Unless otherwise agreed in a recorded written amendment, each benefited lot or parcel shall bear an equal one-fifth (1/5) share of maintenance and repair costs.

No owner may avoid maintenance obligations due to non-use or seasonal occupancy.

16. DAMAGE CAUSED BY CONSTRUCTION OR EXTRAORDINARY USE

Any owner, contractor, supplier, invitee, or agent causing extraordinary damage to the Private Road through construction activities or heavy equipment use shall be responsible for restoring the roadway to substantially its prior condition.

Such obligations shall be in addition to ordinary shared maintenance responsibilities.

17. ROAD MANAGEMENT

The benefited owners may appoint a Road Manager by majority vote to coordinate maintenance, repairs, snow removal, and collection of shared expenses.

In the absence of a Road Manager, maintenance decisions shall be determined by majority agreement of the benefited owners.

18. FAILURE TO PAY / LIEN RIGHTS

If any owner fails to pay that owner's share of maintenance costs within thirty (30) days following written demand, the remaining owners may advance the unpaid amount.

The unpaid amount, together with reasonable interest, attorney fees, and collection costs, may become a lien enforceable against the benefited property to the extent permitted under Colorado law.

19. FENCING

Permitted fencing materials include:

- Three-rail wood fencing;
- Wrought iron and masonry fencing;
- Vinyl rail fencing; and
- Smooth wire fencing for permitted livestock enclosures.

The following are prohibited:

- Chain link fencing; and
- Barbed wire fencing.

Privacy fencing shall not exceed:

- Six (6) feet in height; or
- Fifteen thousand (15,000) square feet in enclosed area.

Permitted privacy fencing materials include natural cedar wood or other materials approved by the Approving Authority.

Dog runs may be permitted subject to Approving Authority approval and shall not exceed four hundred (400) square feet unless otherwise approved.

Invisible fencing for dogs is encouraged.

20. ANIMALS

A maximum of two (2) horses and customary domestic animals are permitted in accordance with applicable A-5 zoning regulations and approval of the Approving Authority.

Animals shall not be maintained in a manner constituting a nuisance or unsanitary condition.

Dogs shall not be permitted to run at large and shall remain fenced or under leash control.

Commercial kennels, breeding operations, and boarding facilities are prohibited.

Owners are responsible for:

- Animal control;
 - Waste disposal; and
 - Prevention of excessive noise.
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21. NUISANCES

No activity shall be conducted on any lot that constitutes a nuisance or unreasonable interference with neighboring property owners, including excessive noise, lighting, odors, debris accumulation, or unsightly conditions.

22. ENFORCEMENT

These Covenants may be enforced by Declarant or any lot owner through legal or equitable proceedings.

Failure to enforce any provision shall not constitute a waiver of future enforcement rights.

23. LIENS AND COLLECTION

If any owner fails to pay required road maintenance contributions following written notice, the unpaid amount, together with reasonable collection costs and interest, may become a lien enforceable against the owner's property to the extent permitted under Colorado law.

24. DECLARANT DEVELOPMENT RIGHTS

Declarant reserves the right to continue development activities upon retained lands adjacent to Aspen Willow Estates.

Nothing contained herein shall restrict the use, development, subdivision, or transfer of Declarant's excluded twenty (20) acre parcel unless voluntarily subjected to these Covenants by recorded instrument.

25. TERM AND AMENDMENT

These Covenants shall run with the land for a period of thirty (30) years from the date of recording and shall automatically renew for successive ten (10) year periods unless amended or terminated by written instrument executed by owners holding at least seventy-five percent (75%) of the lots subject to this Declaration.

Until all lots are sold by Declarant, Declarant may unilaterally amend these Covenants to:

- Address governmental requirements;
 - Clarify ambiguities; or
 - Address development-related matters.
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26. SEVERABILITY

If any provision of this Declaration is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, Declarant has executed this Declaration effective this 18 day of May, 2026.

Aspen Willow Estates, LLC / Charles Woodall
Declarant



STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 18 day of May, 2026, by Sarah Zarkovacki.

Witness my hand and official seal.

Notary Public

My Commission Expires: ~~04/30/2883~~ 04/08/30

SARAH ZARKOVACKI Notary Public State of Colorado Notary ID # 20264014236 My Commission Expires 04-08-2030
