

RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS are made and executed by Joseph E. DuLac and Jeanne Marie VanDittie ("Declarants"), effective upon recording.

ARTICLE 1.0 – RECITALS; DECLARATION

1.1 Declarants are the owners of the following real property situated in Grand County Colorado, to wit:

Lots 1 through 30, inclusive, Block 22, Longview Addition to the Town of Hot Sulphur Springs, (herein referred to as the "Property").

1.2 In order to protect and enhance the value, desirability and integrity of the Property, Declarants hereby declare that all of the Property is and shall henceforth be held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following restrictive covenants, conditions, reservations, easements and equitable servitude's. These restrictive covenants, conditions, reservations, easements and equitable servitude's shall run with the title to the Property and all parts thereof, shall be binding upon all persons or entities having or acquiring any interest in the Property or any part thereof, and shall inure to the benefit of all persons or entities acquiring or owning any interest in the Property or any part thereof.

ARTICLE 2.0 – PERMITTED USES AND RESTRICTIONS

2.1 Residential Use. All of the Property is hereby restricted to single-family residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use.

2.2 Building Sites. Each building site on the Property shall consist of not less than three (3) contiguous Lots a ("Building Site"). No building or other improvement may be constructed on any site less than that size.

2.3 Single-Family Detached Dwellings and Garages. Each Building Site may be improved and used only for a single-family detached dwelling designed to accommodate no more than a single family and its servants and occasional guests, together with suitable accessory structures and improvements. At the time such dwelling is constructed, there shall also be constructed an enclosed garage designed to accommodate not less than one (1) vehicle.

2.4 Minimum Criteria for Dwellings and Other Structures. Each single-family detached dwelling constructed on a Building Site shall have a minimum habitable floor area of One Thousand Five Hundred (1,500) square feet at ground level, exclusive of any porch, patio, deck or garage area. Each dwelling shall be constructed with conventional building materials commonly used in Grand County, Colorado. Preferred dwelling is a site built home although modular homes meeting the Uniform Building Code will be allowed.

2.5 Utility Lines and Other Facilities. All pipes, lines, wires, cables, conduit and similar apparatus for water, sewer, gas, electricity, telephone, television and other utilities shall be installed, kept and maintained below the surface of the ground, where underground utility service is available; provided, however, that temporary above ground utility lines may be installed and used during the period of construction of any building or other improvement.

- 2.6 Construction Period. Every structure or other improvements, the construction of which has begun, shall be substantially completed with reasonable diligence, and in no event shall such construction extend beyond one (1) year from the commencement thereof. In the case of a dwelling or other building, the exterior thereof including windows, doors, exterior siding and permanent roof covering shall be completed within six (6) months after excavation for the building foundation is begun; and all site restoration, landscaping and clean up shall be completed within one (1) year of such excavation activity. Further, no building, structure or other exterior improvement which has been partially or totally destroyed by fire or other casualty shall be permitted to remain in such damaged condition for more than one (1) year from the date of such damage.
- 2.7 Temporary Structures. No temporary house, trailer, tent, garage or out-building shall be used as a dwelling upon any Building Site; provided, however, that during the actual construction or alteration of any building or other improvement, necessary temporary structures for the storage of materials, tools and equipment may be maintained by the person or entity doing such work.
- 2.8 Maintenance and Repair of Property. Every owner of any portion of the Property shall at all times keep and maintain the land and/or improvements owned by him in good repair and in a good clean, sightly and wholesome condition. No trash, garbage, litter, refuse, junk, boxes, implements, machinery, lumber or other building materials shall be permitted to accumulate or to remain exposed on any Building Site, except as is necessary during the period of construction.
- 2.9 Animals. No horses, cattle, sheep, goats, pigs, rabbits, poultry or other livestock shall be kept or maintained on any portion of the Property. Dogs, cats and household caged birds may be kept.
- 2.10 Compliance with Law. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed. Without limiting the generality of the foregoing, every owner shall comply fully with all zoning, building and other requirements relating to the ownership, use and improvement of his Building Site, including restrictions upon building height, bulk, size, placement of structures, set backs and other similar restrictions. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, improvement, occupancy or use of any portion of the Property is hereby declared to be a violation of these Restrictive Covenants and shall be subject to all of the enforcement procedures set forth herein.

ARTICLE 3.0 – MISCELLANEOUS PROVISIONS

- 3.1 Enforcement. In the event of any violation of these Restrictive Covenants, Declarants or any owner of any portion of the Property who is not in violation of the same, may bring an action against the non-complying party to recover damages or injunctive relief or both, together with reasonable attorney's fees, court costs and injunction bond premiums. Any failure to enforce any of said provisions at any time shall not constitute a waiver of the right to do so thereafter.
- 3.2 Severability. If any of the provisions of these Restrictive Covenants or any paragraph, sentence, clause, phrase, work or section or the application thereof in any circumstances is invalidated, such invalidity shall not affect the validity of the remainder of these Restrictive Covenants; and the application of any such provision, paragraph, sentence, clause, phrase, work or section in any other circumstance shall not be affected thereby.

IN WITNESS WHEREOF, the Declarants have hereunto subscribed their signature.

Joseph E. DuLac

Joseph E. DuLac

Jeanne Marie Van Dittie

Jeanne Marie VanDittie

STATE OF COLORADO

COUNTY OF ~~GRAND~~ *Jefferson*

The foregoing instrument was acknowledged before me this *12th* day of *October*, 2002.
by: *Jeanne Marie Van Dittie.*

Witness my hand and official seal.

*My commission expires January 05, 2006
0701 S. Wadsworth Blvd.
Littleton, CO 80128*

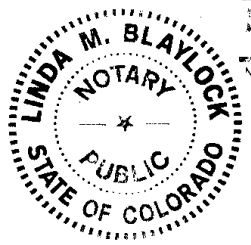
My Commission expires: _____

Catherine A. Aranda

Notary Public



My Commission Expires 03/22/2006
160 U.S. Hwy. 6
Silverthorne, CO 80498



STATE OF COLORADO)ss
COUNTY OF DURANGO

The foregoing instrument was acknowledged before me this *22* day of *October*, 2002.
Joseph E. DuLac
Linda M. Blaylock