

1.27 "Xeriscaping" shall have the meaning ascribed thereto in C.R.S. 37-60-126 (iii) and (iv).

In addition to the foregoing definitions, other definitions are contained in certain of the following specific provisions of the Declaration.

ARTICLE 2  
RESTRICTIONS ON USE, OCCUPANCY AND OWNERSHIP

2.1 Owner Occupancy Restriction. Except as otherwise provided herein, the occupancy of Dwelling Unit(s) in Cleveland Place II shall be exclusively limited to Qualified Owners and their family members. Qualified Owners must:

2.11 Occupy the Lot as his or her primary place of residence at least nine (9) months per year;

2.12 Sell or otherwise transfer the Lot(s) only in accordance with this Restriction, and have any buyer execute a form at closing acknowledging and accepting this Restriction and the Town of Carbondale's authority to enforce this Restriction (a copy of which shall be provided to the Town); and

2.13 Not permit any use or occupancy of the Lot(s) except in compliance with this Restriction.

2.14 This Owner Occupancy Restriction may be altered only upon approval of the Association and the Town.

2.15 To properly inform unit owners of the owner-occupancy requirements, each purchaser of a unit in Cleveland Place II shall be required to execute the "Buyer Acknowledgement" attached in Exhibit A.

2.2 Use of the Property and Residential Use and Buildings. All property within the subdivision, including all Lots, shall be used only in accordance with the PUD Plan approved by the Town and as approved by the DRC. All SFR Lots shall be used only for single-family residential buildings and purposes and appurtenant structures approved by the DRC. All DR Lots shall be used only for two-family duplex residential buildings and purposes and appurtenant structures approved by the DRC. Further, no residential building, whether located on a SFR Lot or DR Lot, shall be allowed to contain more than a single Dwelling Unit per Lot.

No business or commercial building may be erected on any Lot and no business or commercial enterprise or other non-residential use may be conducted on any part thereof except as permitted under this Declaration. No temporary buildings, structures or trailers may be erected, placed or maintained on any Lot except as expressly permitted by and in compliance with this Declaration. Nothing herein shall be construed as precluding the installation and construction on a Lot of a Manufactured Home which has been built and installed on a Lot in compliance with National Manufactured Housing Construction and Safety Standards Act of

1976. Nothing herein shall be deemed to restrict a Lot Owner's right to conduct a Home Occupation so long as the same is permitted under the Ordinances of the Town.

In addition, any residential structures constructed on any Lot shall be constructed in general conformity with the conceptual design and elevations shown on Exhibits B-1, B-2, B-3, B-4 and B-5 hereto, the latter Exhibit B-5 as to location of paved parking areas and structural improvement siting on a Lot; and no substantial deviation therefrom shall be permitted without written concurrence of the Town and the DRC as well as in conformance with the PUD Plan.

2.3 Occupancy Limits. Occupancy of any residential building located upon a Lot shall not exceed a total of two (2) persons per bedroom located in the residential building. For illustrative purposes, the maximum number of people who may occupy a two-bedroom residential building shall be four (4); and the maximum number of persons who may occupy a three-bedroom residential building shall be six (6).

2.4 Owner's Responsibility. Except as may be otherwise herein provided, each Owner shall furnish and be responsible, at his own expense, for all maintenance, repairs and replacements within and upon his Lot. Each Owner shall, at his sole cost and expense, repair his residential buildings and any approved appurtenant structures, keeping the same in a condition comparable to the condition of such improvements at the time of their initial installation and construction, excepting only normal wear and tear.

2.5 Owner's Obligations to Rebuild. If all or any portion of a residential building is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residential building in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. If construction does not begin within three months, the structure shall be presumed to be a public nuisance and which may be so decreed by Garfield County District Court upon petition by the Association. Such decree may allow razing of the structure, the costs of which shall be borne by the Lot Owner.

2.6 Violation of Law or Insurance. No Owner shall permit anything to be done or kept in his Lot which will result in the cancellation of insurance thereon or which would be in violation of any law.

2.7 Signs. No sign of any kind shall be displayed to the public view from any Lot without the approval of the DRC, except: (a) such signs as may be used by Declarant in connection with the development and sale of Lots in the Subdivision; (b) such signs as may be required by legal proceedings, (c) such signs as may be required for traffic control, or, (d) one "for sale" sign on a Lot which shall not exceed two feet by three feet.

2.8 Animals. No animals, including horses or other domestic farm animals, fowl or reptiles of any kind may be kept, bred or maintained on any Lot, except that not more than two (2) cats and two (2) dogs may be kept on any Lot subject to the further conditions hereof. No