

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 13 day of November, 1997, by and between J. Winston Williams, Don R. Holloway and William N. Collins, Jr., referred to hereinafter as "Declarants," whose legal addresses are shown below.

WHEREAS, Declarants are the respective owners of five adjoining or adjacent lots of real property situated in the County of Garfield, State of Colorado, more particularly described and depicted on a survey plat attached hereto as Exhibit A, and in a schedule of ownership attached hereto as Exhibit B; said real property described in Exhibit A, being comprised of the five lots described and depicted therein, shall hereinafter be referred to as the "Crystal Peaks Development" and/or "lots"; and

WHEREAS, Declarants desire to preserve, protect and enhance the value of the Crystal Peaks Development; and

WHEREAS, it is the purpose and intent of this Declaration to subject each and all of the lots located within the Crystal Peaks Development to the covenants, conditions and restrictions hereinafter set forth, for the mutual benefit of the Declarants as all present owners of the lots, and for the benefit of their respective heirs, descendants, executors, successors, assigns, grantees, mortgagees and tenants.

NOW THEREFORE, Declarants hereby make, declare and establish the following covenants, conditions and restrictions (the "Covenants") that shall apply to all of the lots described and depicted in Exhibit A, also known as the Crystal Peaks Development. From this day forward, said lots shall be held, sold and conveyed subject to these Covenants.

1. Applicability

These Covenants shall run with and burden the land described in Exhibit A and referred to herein as the Crystal Peaks Development, and shall be binding upon all persons or entities having any right, title or interest in all or any portion of the lots therein, including Declarants, their successors, assigns, descendants, tenants, employees, guests and invitees. These Covenants shall inure to and are imposed for the benefit of all present and future owners of the Crystal Peaks lots.

2. Limitations on Use

2.1 The lots are intended to be developed for single-family residential purposes only with all structures designed to blend into and complement the natural surroundings.

2.2 No more than one (1) detached single-family dwelling and one (1) caretaker unit shall be erected upon each lot, except for accessory buildings and structures such as, but not limited to, barns, sheds and garages.

2.3 No building or structure intended for or adapted to business, commercial, or manufacturing purposes, nor any multiple-family dwellings, shall be erected, constructed, placed, maintained or permitted on any lot.

2.4 All structures of any kind erected, constructed or placed on any lot shall be located completely within the boundaries of the building envelope designated for such lot as described and depicted on Exhibit A attached hereto. Compliance with this condition shall include open porches, garages, carports, barns and all accessory buildings and structures of any kind, except fences shall not be construed as a structure.

2.5 No structure shall be placed or erected and occupied for residential or caretaker use upon any lot which is, ever has been, or could be made the subject of a specific ownership tax as now defined in Title 42 of the Colorado Revised Statutes, nor shall structures constructed in the fashion and manner as mobile homes or manufactured homes or housing be permitted on any lot.

2.6 The minimum size of any primary residential structure erected on a lot shall be not less than three thousand (3,000) square feet measured on the outside foundation walls, exclusive of open porches, garages, carports, barns or accessory buildings and structures.

3. Resubdivision

Resubdivision of any lot into smaller lots or tracts by any individual lot owner is prohibited. No lot shall be conveyed or encumbered in any less than the full original dimensions as shown on Exhibit A. Boundary line adjustments which do not result in the creation of additional lots shall not constitute resubdivision.

4. Animals

Farm or ranch animals maintained on any lot shall be maintained in a safe and sanitary condition.

5. Maintenance

5.1 Each lot owner shall keep the same clear and free of rubbish, trash, junk, plant litter and debris, and shall keep the structures thereon in good repair.

5.2 All weeds and other growth shall be kept trimmed and neat so as to avoid unsightliness, and in compliance with all state and local weed control requirements.

5.3 No noxious or offensive conduct or activity shall be carried on upon any lot or in any structure thereon which may constitute a health hazard, nuisance or annoyance to proximate lot owners and inhabitants.

6. Enforcement

The owner of any lot or lots within Crystal Peaks Development, or any portion thereof, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation or threatened violation of these Covenants. The prevailing party in any such action shall be entitled to an award of its reasonable costs and attorneys' fees, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether such action is prosecuted to judgment or not.

7. No Public Dedication.

Nothing in these Covenants shall be construed or deemed to be a gift or dedication of any lot, portion of a lot, or private roadway for any public use whatsoever. The right of any person to make any use whatsoever of the private roadway described and depicted on Exhibit A, other than as provided in the Mutual Easement Deed recorded concurrently with this Declaration in the records of the Clerk and Recorder for Garfield County, Colorado, is by permission only, and subject to the control of the owners who are parties to the Mutual Easement Deed, and their successors-in-interest.

8. Amendment of Covenants

These Covenants may not be modified, amended, rescinded, cancelled or terminated, in whole or in part, except upon the written consent of the owners of four of the five lots as said lots are described, defined and depicted on Exhibit A. Such consent shall not be unreasonably withheld by any owner and shall be set forth in a written instrument recorded in the office of the Clerk and Recorder for Garfield County, Colorado.

9. Duration of Covenants

Unless otherwise cancelled and/or terminated in accordance with the terms of these Covenants, these Covenants and any amendments hereto, shall remain in effect for a period of twenty (20) years from the date first set forth above, and shall automatically be renewed for successive ten-year periods unless, prior to the expiration of the initial term or any ten-year extensions thereafter, an instrument stating that extension is not desired, is signed and acknowledged by no less than the owners of four of the five lots, and recorded in the office of the Clerk and Recorder for Garfield County, Colorado.

10. Severability

The invalidation of any portion of these Covenants by judgment, court order or otherwise shall not affect the validity of any of the other provisions herein.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CRYSTAL PEAKS DEVELOPMENT
EXHIBIT "B"**

Schedule of Ownership*

Lot 1: owned by J. Winston Williams

Lot 2: owned by William N. Collins, Jr.

Lot 3: owned by William N. Collins, Jr.

Lot 4: owned by J. Winston Williams

Lot 5: owned by Don R. Holloway

*See Exhibit A for specific legal description of each lot.