

BUILDING RESTRICTIONS

The undersigned, being the owner of all of Cherrywood Subdivision, Mesa County, Colorado, desiring to restrict the types, location and uses of the buildings on all lots within said subdivision and to provide for the desirability of said lots to future purchasers and to the benefit of ourselves, do hereby restrict the uses of each lot within Cherrywood Subdivision, and do hereby contract with each other and with future purchasers of said lots as follows:

1. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling or duplex and a private garage for not more than two cars and other buildings incidental to residential use of the tract or lot.

2. No building shall be located nearer than twenty feet to the front lot line nor nearer than fifteen feet to any side street line. No building, except a detached garage or other outbuilding located 50 feet or more from the front lot line, shall be located nearer than five feet to any side lot line; provided, however, that no garage shall be located nearer than fifteen feet to any side street line.

3. The erection of more than one dwelling per lot is prohibited.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence either temporarily or permanently nor shall any structure of a temporary character be used as a residence.

6. Vehicle parking in drive-ways and on the streets in front of houses shall be limited to temporary parking of guest or resident vehicles in current use and currently licensed. Vehicular maintenance or repair which renders the vehicle inoperable for more than twenty-four (24) hours is prohibited on street, drive-way or front yard of residence. This provision shall not permit the commercial repair of any type of vehicle, such activity being expressly prohibited.

7. Recreational vehicles, campers and trailers over nineteen (19) feet in length shall not be stored in front of the principal building setback lines. Such items may be stored behind such setback line within the boundaries of the lot.

8. The living area in each structure to be used as a residence shall be a minimum of 800 square feet.

9. No livestock or poultry shall be kept or maintained on said lots.

10. The owners hereby acknowledge to and covenant with the adjoining property owners bordering on the West of this subdivision that said adjoining owners now use their property for agricultural purposes; and covenant that the owners will hold and save harmless the adjoining owners from liability for the results of continuing any agricultural uses as such may affect the uses and enjoyment of the subdivision property.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1988, at which time said covenants shall be automatically extended for successive period of five year. Provided, however, that these covenants may be cancelled or amended by the majority vote of the then owners of the lots either on January 1, 1988, or at the end of any five-year period thereafter.

12. It shall be lawful for any person or persons owning any of the above described property to prosecute any proceedings at law or in equity to prevent any violation hereof or to recover damages or other dues for such violation.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

J & L CONSTRUCTION, INC.

By *Robert J. Davis*
President

SECRETARY
James A. [unclear]
SECRETARY

