# RESTRICTIVE COVENANT

**FOR GOOD AND VALUABLE CONSIDERATION**, the undersigned Darin and Cathy Craig, Craig Family Revocable Trust ("Grantors") voluntarily agree, jointly and severally, for themselves, their heirs, representatives, successors and assigns, with the Board of County Commissioners of Gunnison County, Colorado ("County") that Lot 10, Star Mountain Ranch, according to the plat recorded February 23, 1993, bearing Reception No. 440815 and the "As Built Road Survey" of Star Mountain Ranch, recorded November 10, 1994, Reception No. 45216, County of Gunnison, State of Colorado (Property") shall be forever burdened by and subject to the following restrictions:

1. No trees shall be removed from the Property except:

A. To clear the building site for construction of the improvements approved pursuant to Gunnison County Land Use Change No. 2016-00037;

B. To preserve and/or improve the health of the forest on the Property, except that no trees shall be removed which wholly or partially shield the building(s) on the Property from a ridgeline vantage (as defined in the Gunnison County Land Use Resolution) or which are seen behind the building(s) when viewed from a ridgeline vantage; and

C. To create defensible space for protection against wildfires.

In the event that Grantors remove such a tree or in the event that Gunnison County determines that such a tree dies or fails to continues to provide shielding, Grantors shall replace such tree during the next planting season following such removal or determination, with a tree that continues to provide screening and insure their survival. Star Mountain Ranch Association, a Colorado non-profit corporation, the Homeowners Association for Star Mountain Ranch, hereby approves this Restrictive Covenant and agrees to provide, at Grantors' expense, reasonable assistance to Grantors to facilitate and enable Grantors' performance of their obligations under this Restrictive Covenant.

2. All buildings shall have unobtrusive exterior colors and materials that blend as much as possible with the surrounding natural terrain and environment. No bright colors or materials shall be permitted.

3. The roof material shall be cedar shake, rusted metal or another comparably unobtrusive material. No shiny metal roofs shall be allowed.

4. In addition to the requirements in the Gunnison County Land Use Resolution, all exterior lighting shall be directed downward. No unsheathed exterior lighting shall be allowed. No mercury vapor or similar lighting shall be allowed.

5. The failure to enforce or obtain compliance as to any violation of this Restrictive Covenant shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of this Restrictive Covenant.

6. The terms and provisions hereof shall be enforceable by an action for damages, injunctive relief, specific performance and/or any other remedy available at law or in equity. All remedies shall be cumulative.

7. If any action is brought in a court of law to enforce, interpret or construe this Restrictive Covenant or any document provided for herein or relating hereto, the prevailing party in such action shall be awarded all reasonable attorneys' fees and expert witness fees as well as all reasonable costs incurred in the prosecution or defense of such action.

8. This Restrictive Covenant, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of this Restrictive Covenant is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

9. All contracts and agreements to sell or lease the Property, or any portion thereof, shall contain a provision incorporating therein the terms and provisions of this Restrictive Covenant and requiring that the purchaser or lessee of the Property, or any portion thereof, shall strictly observe the terms and provisions hereof.

10. The terms and provisions hereof shall forever inure for the benefit of Gunnison County, Colorado and be binding upon the heirs, representatives, successors and assigns of the Grantors and be appurtenant to and run with title to the Property as a perpetual covenant running with the land.

**IN WITNESS WHEREOF,** the undersigned have signed this Restrictive Covenant as of the_____day of _____, 2017.

| **GRANTORS** | **ASSOCIATION** |
|---|---|
| _____ | _____ |
| Darin Craig | Star Mountain Ranch Association |
| _____ | |
| Cathy Craig | |

**ACCEPTANCE**

The Board of County Commissioners of Gunnison County, Colorado accepts the foregoing Restrictive Covenant this_____day of _____ 2017.

Board of County Commissioners

_____
Phil Chamberland, Chair

ATTEST:

_____
Gunnison County Clerk and Recorder

STATE OF_____)
) ss.
COUNTY OF _____ )

The foregoing Restrictive Covenant was hereby acknowledged before me this _____day of_____, 2017 by Darin Craig and Cathy Craig

Witness my hand and official seal. My commission expires:

_____
Notary Public

STATE OF_____)
) ss.
COUNTY OF_____)

The foregoing Restrictive Covenant was hereby acknowledged before me this _____day of , 2017 by _____of Star Mountain Ranch Association, a Colorado non-profit corporation.

Witness my hand and official seal. My commission expires:

_____
Notary Public