

APPENDIX G

**RESTRICTIVE COVENANT PROHIBITING
SEPARATE SALE OF SECOND RESIDENTIAL DWELLING UNIT**

THIS RESTRICTIVE COVENANT is made and entered into this ____ day of _____, 20__, by and between _____, whose address is _____, hereinafter referred to as “OWNER”, and CRESTED BUTTE SOUTH METROPOLITAN DISTRICT, a Colorado special district, whose address is P. O. Box 1129, Crested Butte, Colorado 81224, hereinafter referred to as “DISTRICT”.

R E C I T A L S:

OWNER desires to construct an additional residential dwelling unit of less than 1,000 square feet upon the real property hereinafter described which is or will be improved with one single-family residential dwelling unit, in addition to the foregoing unit; and

OWNER wishes to take advantage of the DISTRICT’S “accessory dwelling unit” rate classification, which requires that the “accessory dwelling unit” cannot be sold separately from the single-family residential dwelling unit;

NOW, THEREFORE, THIS RESTRICTIVE COVENANT:

1. CONSIDERATION. This Restrictive Covenant is given in consideration of the DISTRICT’S classification of the additional residential unit to be constructed with the single-family residential unit on the property hereinafter described as a “caretaker unit” pursuant to the DISTRICT’S rate schedule, the sufficiency of which is hereby acknowledged.

2. PROPERTY. The real property which is the subject of this Restrictive Covenant is described as follows:

Lot ____, Block ____, CRESTED BUTTE SOUTH,
FILING NO. ____, according to the recorded plat thereof,
County of Gunnison, State of Colorado

3. RESTRICTION. The OWNER, on behalf of themselves, their successors and assigns, hereby restrict the real property described herein from being further subdivided so that the residential dwelling units located thereon can be sold or conveyed separately, and the residential dwelling units located on the property described herein shall not, in the future, be sold or conveyed separately.

Rules and Regulations pertaining to the water and sanitation function of the Crested Butte South Metropolitan District Gunnison County, Colorado

4. RESTRICTIVE COVENANT TO RUN WITH LAND. The terms and conditions of this Restrictive Covenant shall run with the real property described herein.

5. BENEFIT OF RESTRICTIVE COVENANT. The terms and conditions of this Restrictive Covenant are for the benefit of the DISTRICT, and may not be terminated or altered without the express written approval of the DISTRICT.

6. ENFORCEMENT. The terms and conditions of this Restrictive Covenant may be enforced by an action either in law or in equity brought by the DISTRICT. In the event of successful enforcement hereof, in addition to any other relief provided at law or in equity, the DISTRICT shall be entitled to its reasonable attorney’s fees incurred in the enforcement of this Restrictive Covenant.

EXECUTED as of the date first above written.

OWNER _____

OWNER _____

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Restrictive Covenant was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public