

LOT COVENANTS

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS
COVERING PHASE I AND BLOCKS 2 THROUGH 5, SOMERSET ESTATES,
A RESUBDIVISION OF HILLSIDE ESTATES, AND
A SUBDIVISION OF A PORTION OF THE
SOUTH 1/2 OF SECTION 31, T2N, R69W
OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO
BEING AN AMENDMENT TO THE DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS COVERING LOTS 1-51
IN HILLSIDE ESTATES

85

WHEREAS, by covenants dated and recorded on September 2, 1980 at Film 1101, at Reception No. 410507, Martin T. Hart filed the "Declarations of Restrictions, Covenants and Conditions covering Lots 1-51 in Hillside Estates, a part of the County of Boulder, State of Colorado" (the "Hillside Covenants") and Longview Associates, a joint venture formed pursuant to the Uniform Partnership Law, is the successor in interest to Martin T. Hart and is hereinafter referred to as the "Declarant".

WHEREAS, Section 20 of the Hillside Covenants provides that they may be amended or revoked by the recording in the office of the County Clerk and Recorder of Boulder County an instrument signed by the then owners of not less than 40 of the Lots then subject to the Hillside Covenants, and the undersigned, being the owners of Lots 1, 2, 10-14 and 17-23, Phase 1; Lots 1-12, Block 2, Lots 1-17, Block 3; Lots 1-22, Block 4 and Lots 1-15, Block 5 (collectively the "Owners"); such Lots, Phase and Blocks being a resubdivision of the original Lots 1-51, Hillside Estates and a subdivision of an additional parcel of land consisting of 36.11 acres more or less located in the South half of said Section 31, and

* As amended by document dated September 7, 1984 and recorded September 17, 1984 under reception number 646775.

WHEREAS, the undersigneds are the owners of the necessary 40 lots required to amend the Covenants encumbering the real property described herein ("Property") and desire to create thereon a residential community ("Subdivision") with common facilities ("Common Facilities") for the benefit of the Subdivision; and

WHEREAS, the Declarant desires by this Declaration to establish and impose a general plan for the improvement, development, use and occupancy of Lots 1-23, Somerset Estates, (herein referred to as "Somerset Estates, Phase 1"); Lots 1-12 Block 2, Lots 1-17 Block 3; Lots 1-22 Block 4 and Lots 1-15, Block 5, Somerset Estates (the "Subdivision") as recorded at Reception No. 1004497, Film No. 1595 on the September 21, 1989 (Phase I) and Reception No. 1203364, Film No. 1746 on July 17, 1992 (Blocks 2-5) in the Records of the Boulder County Clerk and Recorder (collectively the "Plats"). This plan shall be binding on and inure to the benefit of the owners and future owners of said lots (the "Owners"), the purpose of said plan being to enhance the value, desirability, attractiveness and salability of said lots.

NOW, THEREFORE, Declarant hereby declares for itself and on behalf of the other Owners that the Hillside Covenants are hereby revoked, and these Lot Covenants hereby establish that Lots 1-23, Phase 1, Lots 1-12 Block 2, Lots 1-17 Block 3, Lots 1-22 Block 4, Lots 1-15 Block 5, inclusive (the "Lots"), in the Subdivision, and any part thereof, are held and shall henceforth be sold, conveyed, used, improved, occupied, resided upon, hypothecated and sold upon and subject to the provisions, conditions, restrictions, agreements and covenants set forth as follows, to wit.

Section 1. An Architectural Control Committee (the "ACC") consisting of three persons, the members of which shall be appointed by Longview Associates, its successors or assigns, shall, as long as the Declarations herein set forth are in force and effect, be constituted and shall perform the duties on it imposed as hereafter set forth. At any time while the Declarations herein set forth remain in force and effect, Declarant may relinquish its right to appoint the members

of the ACC. Such relinquishment may be accompanied by recording a declaration of such relinquishment in the office of the County Clerk and Recorder of the County of Boulder. When Declarant relinquishes its right to appointment, the members of the ACC shall thereafter be appointed by the Board of Directors of the Somerset Homeowners Association ("Association"), or, if the Association is not in existence, then by majority vote of the Lot owners. As long as Declarant retains the authority to appoint the ACC, at least one member of the ACC shall be a licensed architect, licensed contractor, a registered engineer, a professional landscape architect, or a professional landscape planner. Members of the ACC shall serve at the pleasure of the Declarant and at such time as Declarant relinquishes its right of appointment, then by the Board of Directors of the Association, or if the Association is not in existence, then by a majority vote of the then Lot owners. The appointing authority, shall promptly furnish the names and address of the current members of the ACC to any interested person.

Section 2. Each and every one of the Lots shall be used for private residential purposes only. Only one single family residence structure shall be permitted to be constructed and maintained on each Lot. Garages must be part of the principal structure or attached to the principal structure by arbor or breezeway and must conform to the architecture of the principal structure. No other structure, including, but not limited to, swimming pools, detached patios and storage sheds, shall be permitted on any Lot without the express prior written approval of the ACC.

Section 3. No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this section, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

Section 4. Home occupations, consisting of a vocational activity conducted inside a dwelling unit by the residents who reside therein, are permitted provided that: i) any such activity is not in violation of any local government laws having jurisdiction over the Subdivision ii) no

accessory structure shall be used primarily for the home occupation, iii) it does not result in noise or vibration, light, odor, dust, smoke, or other air pollution beyond the residence or accessory structure, which is noticeable from any point within the Subdivision iv) it does not result in pollution of any kind being discharged from the residence or any accessory structure, and v) no signage of any nature shall be installed identifying or advertising the home occupation.

No child care facilities shall be permitted without the prior written consent of the Board of Directors of the Association.

Section 5. Roofs covered with asphalt shingles or with material which is metallic in appearance shall be prohibited except when specifically approved by the ACC.

Section 6. No horses, cattle, sheep, goats, pigs, llamas, ostriches, rabbits, poultry or other animals of any description shall be kept or maintained on any part of said Lots, but residents may keep not more than two dogs, two cats and litters thereof under the age of four months, or other animals which are bona fide and customary household pets, as long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property.

Section 7. No temporary house, trailer, tent, garage or out-building shall be placed or erected upon any part of any Lot, and no residence placed or erected on any Lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans as herein set forth; provided, however, that during the actual construction or alteration of a building on any Lot, necessary temporary buildings may be erected and maintained by the person doing such work. The work of construction, altering or remodeling any building or any part of the property shall be prosecuted diligently from the commencement thereof until the completion thereof.

Section 8. Every principal residence constructed on a Lot shall have not less than 3,000 square feet of floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, unfinished lower level walkouts, basements, or garages) and shall have a garage of

sufficient size to house not less than three cars. If a residence of more than one story is constructed, then the main floor shall not have less than 1800 square feet of floor area devoted to living space.

Any building constructed on any Lot which has wood exteriors on any portion thereof shall be painted in earth tones to harmonize with other structures in the Subdivision, and all decks shall be sealed. Furthermore, there shall be constructed on each Lot, at time of construction of the principal residence, and kept in place thereafter, paved off-street parking space (which may be part of the driveway or garage apron on the Lot) sufficient for two cars, in addition to the space in the garage. No vehicles shall be parked on any Lot except on the paved areas. Vehicles shall not be parked on any common driveway, private street or public street in the Subdivision.

Section 9. Each building, structure or other improvements other than a wall, fence, uncovered terrace or steps, which is erected or placed upon any Lot shall be located in accordance with the following minimum prescribed distances from lot lines:

(a) Front Yard Setbacks shall be not less than 35 feet from the front Lot line which faces the street. All Lots contiguous to two or more streets shall have a setback of not less than 35 feet from each Lot line which is contiguous to a street.

(b) Rear Yard Setbacks shall be not less than 15 feet from any rear Lot line.

(c) Side Yard Setbacks shall be not less than 15 feet from any side Lot line.

Roofs may overhang the setback requirements by not more than two feet.

The ACC may grant reasonable exceptions to the setback requirements hereinabove set forth where necessary to prevent an undue hardship on the owner of any Lot. Each Lot Owner, however, shall be encouraged to locate any structure on a Lot in such manner as to centrally locate the structure on the Lot.

Section 10. No fence or wall shall be constructed on any Lot without the prior written consent of the ACC. The ACC, as a general rule, shall refuse permission for boundary fences and walls which would obstruct views, but shall, as a general rule, be receptive to granting permission

for privacy fences or walls screening patios, outdoor eating areas and the like which encompass substantially less than all of a rear, side or front yard. No chain link fences shall be allowed in the Subdivision. For purposes of this section, hedges shall be considered to be the same as fences and subject to the same restrictions. (The term "wall" as used in this section shall not include the walls of a house or garage, but rather shall mean walls which are free-standing and intended to enclose or screen areas outside the house or garage.) All fences installed within the Subdivision shall be approved by the ACC and shall be of design and materials consistent with the existing fences installed by the Declarant around the perimeter of the Subdivision. Materials specified in the fence standards for the containment of any pets permitted by these Covenants and Restrictions may be added to the perimeter fencing, subject to prior approval by the ACC.

Section 11. Any building placed, erected or maintained upon any Lot in the tract shall be entirely constructed thereon, and the same shall not, nor shall any part thereof, be moved or placed thereon from elsewhere, without the prior written consent of the ACC.

Section 12. No advertising or signs of any character shall be erected, placed, permitted or maintained on any Lot, other than a name plate of the occupant and a street number, except as approved by the ACC. One real estate sign advertising the sale of the property, but not larger than 2' x 3', shall be permitted.

Section 13. Elevated tanks of any kind shall not be erected, placed or permitted on any Lot without prior written consent of the ACC., except that such tanks may be placed on any Lot for use in connection with construction of a building thereon. Any tanks for use in connection with any residence constructed on any Lot, including tanks for the storage of gas or oil, will ordinarily be required to be below ground unless the prior written consent of the ACC has been granted. All types of refrigerating, cooling or heating apparatus must be concealed in a manner which has the prior written approval of the ACC. Large objects such as boats, campers, trailers or trucks shall not be maintained, stored or parked on any Lot, except in garages. No garbage or trash cans or

receptacles shall be maintained in such a manner so that they are exposed to the view of a passersby on any street or from any other Lot. All aerial masts, radio and television antennae (including satellite dishes) either mounted on the exterior of a structure or freestanding are prohibited, except with the prior written consent of the ACC. No freestanding structure shall be erected, nor any line installed on the exterior of any structure for the purpose of drying clothes. No overhead utility lines shall be installed or maintained on any portion of the Lots covered by these restrictions, except that during the construction of a residence, the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

Section 14. Each Lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other buildings materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or street, except as necessary during the period of construction. In the event any structure is destroyed either wholly or partially by fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform to this Declaration and in the event it shall not be rebuilt, all remaining portions of the structure, including the foundations, and all debris shall be promptly removed from the Lot. Each occupied Lot shall at all times be kept clear of weeds and other unsightly growth, and the same shall be forthwith removed from the Lot by the Lot owner upon the demand of the ACC. After a residence has been constructed on any Lot, the remaining unpaved portion of the Lot shall promptly be planted with grass or other vegetation or covered with decorative materials approved by the ACC and maintained in that condition so as to prevent the blowing of dust and dirt from the exposed soil. Any easements or rights-of-way contiguous to any Lot which are not part of the Common Facilities of the Subdivision as shown in the Plats and other filings of the Subdivision subsequently approved by Boulder County and filed of record shall be maintained by the adjacent Lot owner. No artificial plants, artificial grasses or artificial flowers shall be placed in the Subdivision as exterior landscape materials. On each occupied Lot, live ground

cover, as approved by the ACC, shall be installed and maintained, with adequate watering to assure good color and appearance. Grasses of all types shall be mowed on a regular basis so that the height shall not exceed 6 inches. The landscape plan approved shall include the area of the public street right-of-way from the Lot line(s) to the edge of the asphalt paving in the public streets.

Section 15. No Lot or Lots shall be subdivided or resubdivided, except for the purpose of combining portions thereof with an adjoining Lot, without first obtaining approval from the County of Boulder and the ACC, and provided that no additional building site is created thereby. Any ownership or single holding by any person comprising the whole of one Lot and part or parts of one or more adjoining Lots, but not more than 33% of any such Lot, shall, for all purposes of this Declaration be deemed as constituting a single Lot. Not less than one entire Lot as originally laid out shall be used as a building site without the prior written consent of the ACC.

Section 16. Before anyone shall commence a Change in the Existing State of Property, as defined in Section 20 hereto, there shall be submitted to the ACC two complete sets of plans and specifications for such Change. No construction shall begin until the final plans, elevations and specifications therefor have received written approval as herein provided. Such plans shall be submitted in accordance with architectural guidelines as separately printed and provided by the ACC. One set of such plans, specifications and details, with the approval or disapproval of the ACC endorsed thereon, shall be returned to the person submitting same, and the other copy thereof shall be retained by the ACC. The ACC shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in accordance with all of the provisions of this Declaration, i) if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures, or ii) if the plans and specifications submitted are incomplete, or iii) in the event the ACC deems the plans, specifications or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions, and the Architectural Standards or iv) if such plans, specifications and design are

contrary to the interest, welfare or rights of all or any member of the Association all in the sole and unrestricted discretion of the ACC. All decisions of the ACC shall be final. Neither the Declarant, nor any architect or agent of the Declarant, nor any member of the ACC, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done in accordance with such plans, specifications and design.

In order to avoid unnecessary hardships, it is advisable that Lot owners contemplating construction or alteration as mentioned above submit preliminary drawings in duplicate of such work to the ACC in order to obtain tentative action thereon before causing the preparation of detailed or complete drawings, plans or specifications, thereby avoiding possible unnecessary expenses in that regard. One set of preliminary drawings shall be retained by the ACC.

Section 17. Each residence shall provide and maintain at least one gas or electric light post at or near the street property line, which shall be operated and lighted by a photo-electric cell or other automatic device so that it will be lighted automatically during the hours of darkness. The design of the light post and the amount of light emitted therefrom shall be approved by the ACC, and the requirement for such lights may be waived by the ACC.

Section 18. No vehicle, motorcycle, motorbike, moped or similar equipment shall be parked on any Lot or street adjacent thereto while it is undergoing repairs which immobilize the vehicle for a period of more than two consecutive days, unless the vehicle (or other item undergoing repairs) is within an enclosed garage and not visible to passersby during the entire period of such repairs.

Section 19. Each grantee of each Lot in the Subdivision, by acceptance thereof, shall accept title thereto upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with the grantees and

subsequent owners of each of the other Lots to keep, observe, comply with and perform such restrictions, covenants, conditions and agreements and each thereof. Such restrictions, covenants and agreements are intended and imposed for the direct, mutual and reciprocal benefit of each and all of the Lots and subsequent owners thereof, and to create mutual and equitable servitudes upon each of the Lots in favor of each other Lot, and reciprocal rights and obligations and privity of contract and estate between the grantee of the Lots, their respective heirs, successors and assigns.

Section 20. "Change in the Existing State of Property" shall mean and include, without limitation: (a) the construction, alteration, (including any change of color, texture or exterior) expansion or relocation of any temporary or permanent building, structure or other improvement, including, but not limited to, utility facilities, fencing or recreational equipment; (b) the destruction by voluntary action or the abandonment of any building, structure or other improvement; (c) the excavation, filling or similar disturbance of the surface of the land; (d) the landscaping or planting of trees, shrubs, lawns or plants, including, but not limited to, vegetable or flower gardens in excess of 50 square feet, or the clearing, marring, defacing or damaging of trees, shrubs or other growing things; and (e) any change or alteration, including without limitation, any change of color, texture or exterior appearance, of any previously approved Change in the Existing State of Property.

Section 21 The approval of the ACC shall be required for any Change in the Existing State of Property. No work shall be commenced to accomplish a proposed Change in the Existing State of Property until the ACC shall approve the change. No proposed Change in the Existing State of Property shall be deemed to have been approved by the ACC unless its approval is in writing, provided that approval shall be deemed given if the ACC fails to approve or disapprove the proposed change or to make additional requirements or request additional information within 30 days after a full and complete description of the proposed Change in Existing State of Property has been furnished together with a specific request for such approval. In the event any Owner is dissatisfied

with any decision of the ACC with regard to such Owner's lot, such Owner shall have right to appear before the ACC to seek such variance or relief as he deems appropriate. However, the final decision of the ACC shall be conclusive on all matters within the scope of its authority under this Declaration.

Section 22. Each owner shall be required to pay a fee to the Association as a condition to approval of any Change in the Existing State of Property to cover costs and expenses in reviewing and commenting on proposals or Changes in the Existing State of Property by the ACC. The amount of the fee shall be established by the Declarant and shall be set forth in the Architectural Standards, until such time as the Association assumes responsibility for appointment of the ACC in which case the fee shall be established by the Association.

Section 23. The ACC shall have complete discretion to approve or disapprove any Change in the Existing State of Property. The ACC shall exercise such discretion with the following objectives in mind, among others: (i) to carry out the general purposes expressed in this Declaration; (ii) to prevent violation of any specific provision of this Declaration or any Supplementary Declaration; (iii) to preserve visual continuity and to prevent any marked or unnecessary transition between improved and unimproved areas; (iv) to assure that any change will be of good and attractive design and in harmony with development on other portions of the Property; and (v) to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area.

Section 24. After approval by the ACC of any proposed Change in the Existing State of Property, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed changes and with any plans and specifications therefor given to the ACC. Failure to accomplish the change within one year after the date of approval or to complete the proposed change strictly in accordance with the description thereof, and the plans and specifications therefor, shall operate automatically to revoke the approval

of the proposed change and upon demand by the ACC, the Property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The ACC shall have the right and authority to record a notice to show that any particular Change in the Existing State of Property has not been approved or that any approval given has been revoked.

Section 25. The Association shall be authorized to, and shall, upon the reasonable request of any interested person, after confirming necessary facts with the ACC, furnish a certificate with respect to approval or disapproval of any plans, specifications and design which have been submitted to the ACC for its approval of any Change in the Existing State of Property, and any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

Section 26. The vote or written consent of any two (2) members of the ACC shall constitute action by the ACC. The ACC shall record in writing all approvals and disapprovals of any proposed Change in the Existing State of Property and shall keep a permanent record in the lot files of all such reported action.

Section 27. The ACC shall be empowered to employ consultants and agents as it may deem necessary to assist it in the performance of its duties.

Section 28. The Association shall be obligated to pay any reasonable compensation to members for actual services rendered and to reimburse the ACC for actual and reasonable expenses incurred and shall be entitled to utilize for such purposes the fee payable for review of proposed Changes in the Existing State of Property as provided in Section 22 hereof, together with other funds of the Association, if necessary.

Section 29. The ACC may, by its signed written instrument, waive, release or vary any provision of the Declarations as they pertain to any part or all of the Lots encumbered, which waiver, release or variance shall be effective as to all parties otherwise entitled to enforce the within protective covenants. No member of the ACC shall incur any liability whatsoever to any owner or

other party aggrieved or injured on account of the grant of such release, waiver or variance. In return for such waiver, release or variance, the ACC may impose on the Lot involved such additional or altered covenants as the ACC deems proper and appropriate in the circumstances. Each owner agrees by accepting title or any interest in any Lot that Declarant, his employees or agents and each member of the ACC shall be immune from suit or liability in accordance with the foregoing.

Section 30. Any variance, waiver or release of these conditions and restrictions granted by the ACC pursuant to Section 29 hereof, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.


Section 31. The restrictions, conditions and covenants herein set forth are covenants which run with the land and shall be binding upon Declarant and successive owners of the Lots or any parts thereof until the 31st day of December, 2015, and after said date they shall be extended for successive periods of ten years each, unless there is recorded within one year before December 31, 2015, or before the expiration of any extended ten-year period, an instrument signed by seventy-five percent (75%) or more of the Lot owners as of the date of such recording revoking or amending such restrictions. Further, at any time and from time to time while these restrictions, conditions and covenants are in effect they may be amended or revoked by the recording in the Office of the County Clerk and Recorder of Boulder County of an instrument signed by seventy-five percent (75%) or more of the Lot owners as of the date of such recording setting forth such amendment or revocation; provided always, however, that the ACC and its functions shall not have the effect of rendering said restrictions, covenants and conditions more difficult to comply with or of imposing more severe restrictions. A certificate signed and acknowledged by the County Assessor of the County of Boulder or by an abstractor or title company doing business in Boulder County that any such instrument has been signed by seventy-five percent (75%) or more of the Lot

owners as of the date of recording such instrument shall be deemed prima facie evidence that such instrument has been signed by the owners of the required number of Lots.

Section 32. Severability Provision. In the event that any one or more of the provisions set forth in this Declaration shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

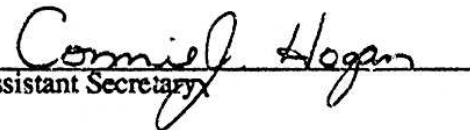
DECLARANT:

Longview Associates, a Colorado joint venture
Colorado Adera Inc., a Colorado corporation, venturer



John J. McGraw, President

ATTEST:

BY: 
Assistant Secretary

SOMERSET ESTATES LOT COVENANTS SIGNATURE SHEET

LOT/BLOCK OR PHASE OWNER SIGNATURE

NORTH OF LONGVIEW DRIVE:

LOTS-1, 11, 12, 13, 14, 17, 18, 19, 21, 22, 23 PHASE 1

LONGVIEW ASSOCIATES

LONGVIEW ASSOCIATES, a Colorado Joint Venture Colorado Adara Inc., a Colorado Corporation, venturer:

John J. McGraw
John J. McGraw, President

Martin T. Hart
Martin T. Hart, venturer

LOT 2 PHASE 1

WILKIE, Danny H. & Eveline A.

Danny H. Wilkie
Danny H. Wilkie

Eveline A. Wilkie
Eveline A. Wilkie

LOT 10 PHASE 1

CORNERSTONE-DEMARIA PARTNERS, A Colorado General Partnership CORNERSTONE CUSTOM HOMES, INC., A Colorado Corporation, General Partner, BY: Kenneth C. Jones, President

Kenneth C. Jones
Cornerstone Custom Homes, Inc., General Partner
Kenneth C. Jones, President

LOT 20 PHASE 1

DEWITT, Steven C.

Steven C. DeWitt
Steven C. DeWitt

SOUTH OF LONGVIEW DRIVE:

BLOCK 2 LOTS 1-12

LONGVIEW ASSOCIATES

LONGVIEW ASSOCIATES, a Colorado joint venture Colorado Adara Inc., a Colorado Corporation, venturer

John J. McGraw
John J. McGraw, President

Martin T. Hart
Martin T. Hart, venturer

BLOCK 3 LOTS-1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 14, 15, 17

LONGVIEW ASSOCIATES

LONGVIEW ASSOCIATES, a Colorado joint venture Colorado Adara Inc., a Colorado Corporation, venturer

John J. McGraw
John J. McGraw, President

Martin T. Hart
Martin T. Hart, venturer

LOT 8 BLOCK 3

ASTERITA, Anthony J. & Claire J.

Anthony J. Asterita
Anthony J. Asterita

Claire J. Asterita
Claire J. Asterita


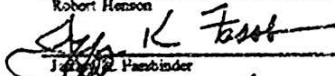
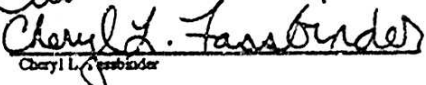
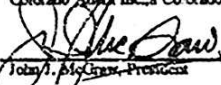


LOT 9 BLOCK 3

PUMA PROPERTY PARTNERS, A Colorado General Partnership CZ Development, Inc., General Partner WILLIAMS, Jon P., PRESIDENT

Jon Williams
CZ Development, Inc., General Partner
Jon Williams, President

17-16

SOMERSET ESTATES LOT COVENANTS SIGNATURE SHEET

LOT/BLOCK OR PHASE	OWNER	SIGNATURE
LOT 13 BLOCK 2	HENSON CONSTRUCTION, INC., A Colorado Corporation HENSON, Robert	 Robert Henson
LOT 16 BLOCK 3	FASSBINDER, Jeffrey K. & Cheryl L.	 Jeffrey K. Fassbinder  Cheryl L. Fassbinder
BLOCK 4 LOTS 1-22	LONGVIEW ASSOCIATES	LONGVIEW ASSOCIATES- a Colorado joint venture Colorado Adm. Inc., a Colorado Corporation, venturer  John J. McGraw, President
BLOCK 5 LOTS 1-15	LONGVIEW ASSOCIATES	LONGVIEW ASSOCIATES- a Colorado joint venture Colorado Adm. Inc., a Colorado Corporation, venturer  John J. McGraw, President  Martin T. Hart, venturer

COUNTY OF BOULDER)
STATE OF COLORADO)ss.
)

The foregoing instrument was acknowledged before me by Martin T. Hart, Venturer, and John J. McGraw as President of Colorado Adera, Inc., a Colorado corporation, Venturer of Longview Associates, a Colorado joint venture formed pursuant to the Uniform Partnership Law; Danny H. Wilkie; Eveline A. Wilkie; Kenneth C. Jones, as President of Cornerstone Custom Homes, Inc., a Colorado corporation, a General Partner of Cornerstone-DeMaria Partners, a Colorado General Partnership; Steven C. DeWitt; Anthony J. Asterita; Claire J. Asterita; Jon P. Williams, as President of CZ Development, Inc., a General Partner of Puma Property Partners, a Colorado General Partnership; Robert Henson, as President of Henson Construction, Inc., a Colorado corporation; and Jeffrey K. Fassbinder and Cheryl L. Fassbinder on this 9th day of December, 1992

Witness my hand and official seal.



Connie J. Hogan
Notary Public

My Commission Expires 06-08-96

My Commission Expires: _____

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