



COVENANT RE: COMPLETION OF PROJECT PUBLIC IMPROVEMENTS

THIS COVENANT is made this 11th day of August, 2004, by HENRY EDWARD BOOHER, JR. and CHERIE L. BOOHER ("Owners").

WHEREAS, Owners are the owners of that certain real property described in Exhibit "A" appended hereto known as the Hoaglund Ranch Historic PUD; and

WHEREAS, Owners and Pitkin County have entered into that certain Subdivision Improvements Agreement dated August 11th, 2004, and recorded in the real estate records of Pitkin County as Reception No. 501020 (the "SIA"); and

WHEREAS, the SIA obligates Owners to incorporated into the PUD certain public improvements as defined and described in Exhibit "A" to the SIA; and

WHEREAS, Owners desire to secure the performance of their obligations to install the public improvements required by the SIA as hereinafter set forth.

NOW, THEREFORE, Owners hereby covenant and agree for the benefit of Pitkin County and the future purchasers of affordable housing units in the PUD as follows:

1. Completion of Public Improvements Related to Affordable Housing Units. Owners hereby covenant and agree to perform and install all of the services and improvements necessary and required under the SIA within a period of two years from the date of execution of this Covenant. Such public improvements related to and are for the benefit of the affordable housing component of the PUD, which is comprised of category deed restricted units on Lots 4, 5, 6, 7, 9, 10 and 11 and resident occupied deed restricted units on Lots 3 and 8 of the PUD.

2. Restriction on Conveyances. This Covenant shall constitute a restriction and limitation upon Owners' ability to convey lots and units in the PUD as follows:

(a) The free market lots, Lots 1 and 2 of the PUD, shall not be conveyed to any third party until all of the required public improvements have been completed in accordance with the terms of the SIA. Notwithstanding the foregoing, Owners may obtain building permits for construction of improvements on Lots 1 and 2 prior to or contemporaneously with the installation and completion of the public improvements, but this Covenant shall constitute a prohibition against the conveyance of those lots, whether or not improved, and any actual or attempted conveyance in violation of this Covenant shall be void.

(b) The category restricted and resident occupied lots and units may be conveyed by Owners when the improvements on such lots or units have been completed and issued certificates of occupancy by Pitkin County. Upon recordation of this Covenant and the related Final Plat for Phase One of the PUD, Owners shall be permitted to convey the lots and units covered by the Final Plat for Phase One, Lots 6, 8, 9 and 10.

3. Extension of Time. In the event Owners do not finish all of the public improvements required by the SIA within two years of the date of this Covenant, Owners may

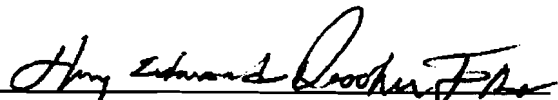



request an extension of time from Pitkin County, which extension of time may be granted or denied in Pitkin County's reasonable discretion.

4. Releases. At such time as Pitkin County issues certificates of occupancy for the category restricted and resident occupied lots and units, Owners may request partial releases from this Covenant to evidence Owners' right to sell such lots and units. With respect to resident occupied Lot 3, in the event Owners propose selling such lot as a vacant lot, the release will not be provided until Owners provide proof of the installation of all necessary infrastructure and utility hookups for such lot. At such time as all of the public improvements have been completed, Owners shall submit to Pitkin County proof of such completion along with a request for a release of this Covenant, whereupon Pitkin County shall release Lots 1 and 2 from this Covenant.

5. Enforcement. In the event of any violation of this Covenant or the SIA, which is not cured as provided in the SIA, Pitkin County shall be entitled to all means of enforcement as set forth in the SIA and as are available at law and in equity, including the right to recover a judgment lien against Owners' property, the right to injunctive relief and the right to recover all costs and attorneys' fees incurred in any successful enforcement action. In addition thereto, should any conveyance of any lots or units be made by Owners in violation of this Covenant, Pitkin County shall be entitled to the remedy of rescission of such transaction, such transaction being deemed null and void. It is the intention of the parties that this Covenant constitute notice to any purchaser of the obligation of Owners to obtain releases from Pitkin County before conveying any lot or unit as provided herein and that the failure of Owners to obtain and deliver an appropriate release to a purchaser in connection with the sale of any lot or unit shall entitle Pitkin County to the remedy of rescission of such transaction.

IN WITNESS WHEREOF, Owners have executed this Covenant the day and year first above written.

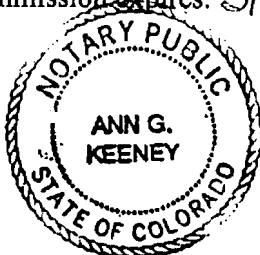

HENRY EDWARD BOOHER, JR.

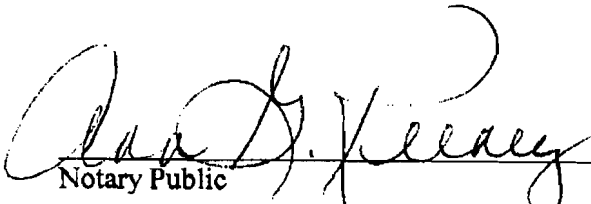

CHERIE L. BOOHER

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The foregoing Covenant Re Completion of Project Public Improvements was acknowledged and signed before me this 11 day of August, 2004, by HENRY EDWARD BOOHER, JR.

WITNESS my hand and official seal.
My commission expires: 5/14/2008



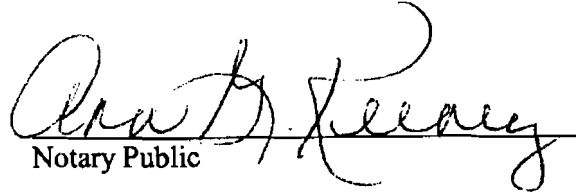

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

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Page: 3 of 5
08/20/2004 02:15
SILVIA DAVIS PITKIN COUNTY CO R 26.00 D 0.00

The foregoing Covenant Re Completion of Project Public Improvements was acknowledged and signed before me this 11 day of August, 2004, by CHERIE L. BOOHER.

WITNESS my hand and official seal.
My commission expires: 5/14/2008


Notary Public





SILVIA DAVIS PITKIN COUNTY CO

R 26.00

501021

Page: 4 of 5

08/20/2004 02:15

D 0.00

The foregoing Covenant Re: Completion of Project Public Improvements for the Hoaglund Ranch Planned Unit Development are hereby approved by Pitkin County this 19 day of August, 2004.

BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY, COLORADO

By *Lawrence Tassin* 8-19-04
Chairman

Approved as to form:

[Signature]
John M. Ely, Pitkin County Attorney 8-19-04

Attest:

[Signature]
8-19-04

EXHIBIT "A"



501021

Page: 5 of 5

08/20/2004 02:15

R 26.00

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SILVIA DAVIS PITKIN COUNTY CO

A PARCEL OF LAND SITUATED IN TRACT 55, TOWNSHIP 8 SOUTH, RANGE 86 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PITKIN, STATE OF COLORADO; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT ANGLE POINT NO. 4 OF TRACT 53; THENCE S 25°03'58" W 2229.86 FEET TO THE SOUTHEASTERLY CORNER OF HOLLAND HILLS SUBDIVISION, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 252 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE N 38°55'03" E ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 26.26 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 82; THENCE N 38°55'03" E ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION A DISTANCE OF 470.87 FEET, THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE N38°55'03"E A DISTANCE OF 486.19 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID SUBDIVISION; THENCE LEAVING SAID EASTERLY LINE S42°57'22"E ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION A DISTANCE OF 940.58 FEET TO A POINT ON THE WESTERLY LINE OF RECEPTION NO. 376874 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE; THENCE CONTINUING ALONG SAID WESTERLY LINE S71°31'20"W A DISTANCE OF 89.28 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE S39°04'51"W A DISTANCE OF 476.62 FEET; THENCE LEAVING SAID WESTERLY LINE N44°23'49"W A DISTANCE OF 135.32 FEET; THENCE N39°30'11"E A DISTANCE OF 25.41 FEET; THENCE N04°06'01"E A DISTANCE OF 59.98 FEET; THENCE N43°34'43"W A DISTANCE OF 247.58 FEET; THENCE N41°52'17"W A DISTANCE OF 473.94 FEET; TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 10.239 ACRES, MORE OR LESS