

**RESTRICTIVE COVENANT TO PROPERTY
DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS ("**Declaration**") is made this _____ day of _____, 20__ ("**Effective Date**"), by _____ ("**Declarant**").

RECITALS

WHEREAS, Declarant is the owner of a certain parcel of real property in the City of Thornton, County of Adams, State of Colorado, more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, Declarant is encumbering the Property as a condition to a request for issuance of a building permit by the City of Thornton for an accessory dwelling unit, as defined in the Thornton City Code.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Declarant for itself, its successors and assigns, does hereby agree that the Property shall be subject to and shall be used in conformance with the following restrictive uses.

AGREEMENT

1. Restrictions. The Property shall be subject to the following restrictions:
 - (a) The accessory dwelling unit shall not be sold separately from the principal dwelling unit, as described in the Thornton City Code, nor shall the lot on which it is situated be subdivided unless such subdivision has been approved by the city of Thornton in accordance with all provisions of Chapter 18 of the Thornton City Code; and
 - (b) The accessory dwelling unit shall comply with an approved minor development permit; and
 - (c) The certificate of occupancy for the accessory dwelling unit shall be in effect only so long as either the principal dwelling unit or the accessory dwelling unit is occupied by the Property owner of record as the owner's permanent place of residence. A permanent residence shall mean the home which ones habitation is fixed to and to which ones, whenever they are absent, has a present intent to return, regardless of the duration of the absence.
2. Declaration Runs with the Land. The restrictions under this Declaration shall be deemed restrictive covenants and shall run with the land, shall be a benefit and a burden to the Declarant, their successors and assigns and any person acquiring an interest in the Property, their grantees, successors, heirs, administrators, devisees, or assigns.
3. Release of Restrictive Covenants. This Declaration may be terminated as to the Property only by recorded document, issued and executed by the City of Thornton, pursuant to applicable City of Thornton procedure.
4. Violation of Restrictive Covenants. Should the restrictive covenants be violated at any time, it shall be considered a violation of Chapter 18 of the Thornton City Code and the remedies described in Section 18-4 thereof shall be available to the City of Thornton. The Declarant shall be responsible for any and all costs, including but not limited to attorneys' fees and costs, incurred by the City of Thornton for any enforcement actions brought for violations of these restrictive covenants.
5. Severability. All of the restrictions, covenants, agreements and conditions contained herein shall be construed together, but if it shall at any time be held by a court of competent jurisdiction that any

