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The South Half of the Southeast Quarter of the Southeast Quarter of Section 10; the South Half of the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter of Section 11; the West Half of the Southwest Quarter of Section 12; the Northwest Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of Section 14; the Northeast Quarter of the Northeast Quarter of Section 15; all in Township 13 South, Range 70, West of the 6th P.M., Teller County, Colorado.

DECLARATION OF RESTRICTIONS

Dated: Oct. 6, 1959

Filed: Oct. 20, 1959

Book: 282

Page: 275-277

Document:

DECLARATION OF RESTRICTIONS

WHEREAS, RECREATIONAL LAND CO., INC., a Colorado Corporation, is the owner of the following described premises situate in the County of Teller and State of Colorado, to-wit:

The South Half of the Southeast Quarter of the Southeast Quarter of Section 10; the South Half of the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter of Section 11; The West Half of the Southwest Quarter of Section 12; the Northwest Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of Section 14; the Northeast Quarter of the Northeast Quarter of Section 15; all in Township 13 South, Range 70, West of the 6th P.M.

and,

WHEREAS, RECREATIONAL LAND CO., INC., a Colorado Corporation, desires to develop said area as a high class resort area, does hereby impose the restrictions contained in this Declaration of Restrictions on any lot of any unit, a subdivision, filed by RECREATIONAL LAND CO., INC. on any of the above described real property located in the County of Teller, State of Colorado; said restrictions shall be for the use and benefit of the present owner and its future grantees;

NOW, THEREFORE, In consideration of the premises, RECREATIONAL LAND CO., INC., a Colorado Corporation, for itself and for its successors and assigns and future grantees, hereby declares that the following described land, to-wit:

The South Half of the Southeast Quarter of the Southeast Quarter of Section 10; the South Half of the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter of Section 11; the West Half of the Southwest Quarter of Section 12; the Northwest Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of Section 14; the Northeast Quarter of the Northeast Quarter of Section 15, all in Township 13 South, Range 70, West of the 6th P.M., Teller County, Colorado,

shall be and is hereby restricted in the manner hereinafter set forth.

1. No building shall be erected or maintained on any lot of any unit, a subdivision, filed by RECREATIONAL LAND CO., INC. on any of the above described property, other than a private residence and a private garage for the sole use of the owner or occupant, except those lots designated as Commercial on the plat map.

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2. Any garage erected or maintained must conform in appearance and construction to the residence on such lot.
 3. No part of said premises shall be used for commercial or manufacturing purposes, except those lots designated as Commercial on the plat map.
 4. No residential building shall be erected or maintained on any lot of any unit, a subdivision, filed by RECREATIONAL LAND CO., INC. on any of the above described property having a ground floor area of less than 400 square feet.
 5. No building shall be erected or maintained on any lot of any unit, a subdivision, filed by RECREATIONAL LAND CO., INC. on any of the above described property unless complying with restrictions, easements and covenants of record.
 6. No outside toilet or privy shall be erected or maintained on any lot of any unit, a subdivision, filed by RECREATIONAL LAND CO., INC. on any of the above described property.
 7. No animals or birds, other than household pets, shall be kept on any lot of any unit, a subdivision, filed by RECREATIONAL LAND CO., INC. on any of the above described property.
 8. Building exteriors must be of brick, frame or block construction; and wood exterior or block exterior must be painted.
 9. Subject to all easements of record, and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in case of fractional lots.
- It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 5 foot wide strip as long as such lines do not hinder the construction of buildings on any lots in this subdivision.
10. The placing of for sale signs on any lot of any unit, a subdivision, filed by RECREATIONAL LAND CO., INC. on any of the above described property shall be prohibited.
 11. These conditions and restrictions shall be binding upon all owners of any lot of any unit, a subdivision, filed by RECREATIONAL LAND CO., INC. on any of the above described property, their heirs, and assigns.

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the owners of said lots of any unit, its successors, and assigns, to conform to and observe said restrictions as to the use of said lots of any unit and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding upon any person, persons, or corporations, except in respect to breaches committed during his, their, or its seizen of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain a prohibitive or mandatory injunction or other legal remedy to prevent the breach of or to enforce the observance of the restrictions herein set forth, in addition to ordinary legal action for damages, and the failure of the owners of any lot or lots of any unit to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, RECREATIONAL LAND CO., INC., a Colorado Corporation, has caused these presents to be signed by its Vice-President and attested by its Secretary, and its corporate seal to be hereto affixed this _____ day of October, 1959.

RECREATIONAL LAND CO., INC.

BY Winfield M. Fineout
WINFIELD M. FINEOUT, Vice-President

ATTEST:

Bernard Swartwood
BERNARD SWARTWOOD, Secretary

STATE OF COLORADO:

: ss.

COUNTY OF EL PASO:

On this 6th day of October, 1959, before me, appeared WINFIELD M. FINEOUT, Vice-President of RECREATIONAL LAND CO., INC., a Colorado Corporation, and acknowledged that he signed and sealed, in behalf of said Corporation, by authority of its Board of Directors, the foregoing instrument, and acknowledged said instrument to be free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Colorado Springs, Colorado, the day and year last above written.

My Commission expires: 9-17-60

C. Lee Galt
NOTARY PUBLIC

STATE OF ARIZONA: :

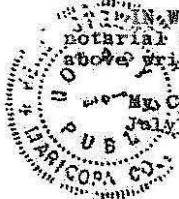
: ss.

COUNTY OF MARICOPA:

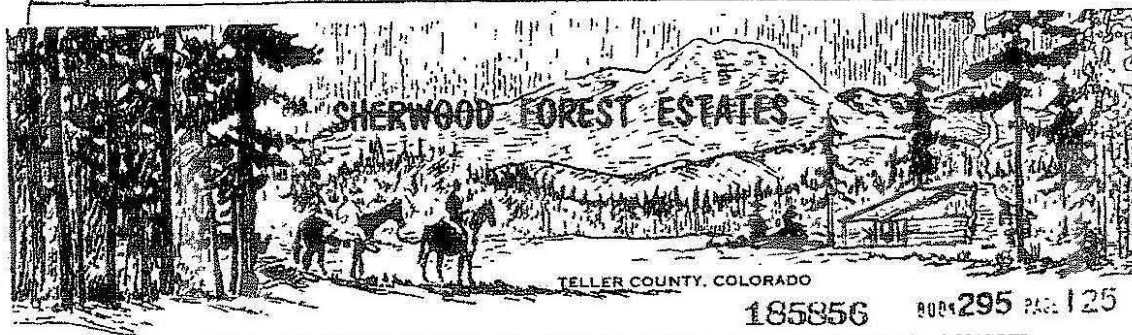
On this 12th day of October, 1959, before me, appeared BERNARD SWARTWOOD, Secretary of RECREATIONAL LAND CO., INC., a Colorado Corporation, and acknowledged that he signed and sealed, in behalf of said Corporation, by authority of its Board of Directors, the foregoing instrument, and acknowledged said instrument to be free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Scottsdale, Arizona, the day and year last above written.

My Commission expires:
July 16, 1962



Terrell Stewart
NOTARY PUBLIC



FILED FOR RECORD DECEMBER 11, 1963 at 11:22 A.M. RUTH THOMAS, RECORDER

SHERWOOD FOREST ESTATES, PROPERTY RESTRICTIONS

FOR UNIT EIGHT (8) EXCLUSIVELY

Lots one (1) to One Hundred Four (104), excluding Lot twelve (12) which is shown on plat map as park, SHERWOOD FOREST ESTATES, according to the plat thereof of record in the office of the county recorder of Teller County, Colorado.

Desiring to establish the nature of the use and enjoyment thereof does hereby declare said real property subject to the following restrictive covenants as to the use and enjoyment thereof, all of which are and shall be construed as restrictive covenants running with the title to said premises, and with each and every lot, part and parcel thereof, to-wit:

1. Lots 1 to 104, both inclusive, shall be known and described as single family residential lots, except those designated on the plat map as Park, or commercial.

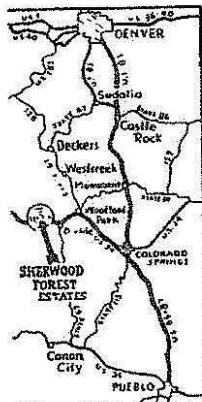
2. None of said lots shall be resubdivided into smaller lots, nor conveyed in less than the full original dimension of such lot as shown on the plat map of said subdivision, EXCEPT for public utilities in which event the remaining portion of said lot shall, for the purposes of this provision, be treated as a whole lot; PROVIDED that this restriction shall not prevent the conveyance of a part of a lot to an adjacent owner of a whole lot, after which time said whole lot and the adjacent part of an adjoining lot in such common ownership shall, for the purposes of these restrictions, be considered as one lot.

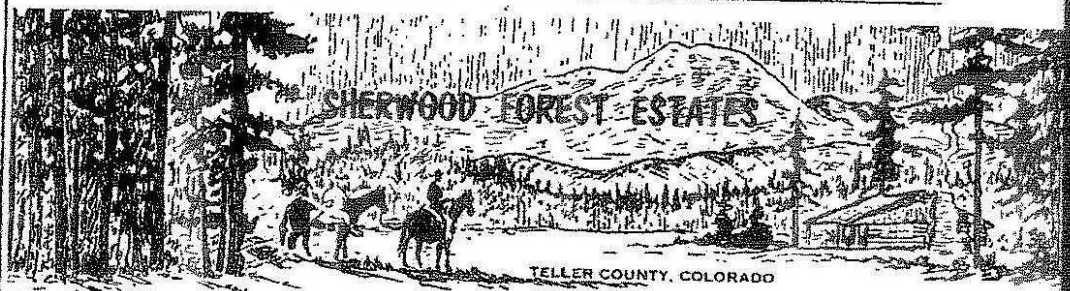
3. No residential dwelling shall be erected or maintained on any lot other than a private residence and a private guest house for the sole use of the owner or occupant EXCEPT those designated as commercial.

4. No residential building shall be erected or maintained on any lot in Sherwood Forest Estates, Unit eight, having a ground floor area of less than six hundred (600) square feet.

5. No outside toilet or privy shall be erected or maintained in Sherwood Forest Estates.

6. There shall not be permitted any cattle, hors, goats, rabbits, poultry or similar livestock, nor animal husbandry of any kind EXCEPT one horse per lot and household pets. In the event a horse is maintained and kept on any of said lots, such horse shall be fenced in on the owners property and suitably corraled. Said fences shall be constructed of either post and board suitably painted white, or of natural pole construction.





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PROPERTY RESTRICTIONS, SHERWOOD FOREST ESTATES UNIT EIGHT, page two.

7. Building exteriors must be of brick, frame or block construction, and wood exterior or block exterior must be painted.

8. Subject to all easements of record, and side lines of all lots in this subdivision for the construction and permanent maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easements to also extend along any owners side and rear property lines in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots within the five foot wide strip as long as such lines do not hinder the construction of buildings on any lots in this unit.

9. The placing of for sale signs on lots in Sherwood Forest Estates, shall be prohibited.

10. These conditions and restrictions shall be binding upon all owners of lots in Sherwood Forest Estates Unit eight, their heirs, and assigns.

