

210835

DRAWER: 5 CARD 212 A

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, INDIAN CREEK, INC., a Colorado Corporation, is the owner of a certain tract of land located in the County of Teller, State of Colorado, known as INDIAN CREEK NO. 8, the plat of which is filed of record in the office of the County Clerk and Recorder of Teller County, Colorado.

WHEREAS, the said owners intend to sell, convey, and dispose of the real property included in said plat and are desirous to subject all lots in the plat to certain protective restrictions, conditions, and covenants, all for the use and benefit of themselves and their grantees, as hereinafter set forth in the end that harmonious and attractive development of the property may be accomplished and that the health comfort, safety, relaxation, convenience and general welfare of all owners and occupants may be protected and safeguarded, and in order to establish and maintain a carefully protected residential community.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above owners do hereby publish, acknowledge, and declare that they do by this document establish the following restrictions, covenants, and conditions, and that these covenants in their entirety shall apply to all lots in the said INDIAN CREEK NO. 8 subdivision, and further, that these covenants shall be deemed to run with the land, and shall be binding upon the owners, their heirs, personal representatives, successors, and assigns, to wit:

I SPECIAL AGREEMENTS

As part of the consideration for the sale of above described real estate, it is specifically agreed by the parties, that:

A. Purchaser agrees not to deface the area or cut timber from the land except as may be necessary to clear land for original con-

struction of dwelling, entrance driveway, and utilities.

B. Purchaser shall furnish at his own expense, one approved culvert of a minimum size of 18 inches in diameter, or larger if necessary to provide proper drainage, as required for private access road to each lot shown in above said plat.

C. All side and rear lot lines are subject to a ten (10) foot utility easement, lying ten (10) feet on either side of said lot lines, except that two contiguous lots may be treated as one where a building is constructed over the dividing line prior to actual use of said utility easement.

II RESIDENTIAL AREA RESTRICTION

A. No building shall be erected, altered, placed, or permitted to remain on any lot unless it has a minimum of 400 sq. ft. or more.

B. Domestic water shall be obtained by the drilling of a private well on any lot, or from a spring, stream, or cistern.

C. Any sewage disposal, private or public, built on any lot shall conform with the existing laws of the proper governmental authority.

III ARCHITECTURAL CONTROL

A. All buildings erected, placed, or altered on any lot shall be approved by the proper governmental authority in Teller County, Colorado.

IV STRUCTURE LOCATION

A. No building, house trailer or mobile home shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street lot line. No building shall be located nearer than 10 feet to any interior lot line. No building shall be located on any lot, nearer than 10 feet to any rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building. No portion of any building shall encroach upon any other lot.

V GENERAL RESTRICTIONS

- A. No one shall engage in any noxious or offensive activity on any lot, at any time, nor shall anything be done thereon, at any time, which may become an annoyance or nuisance to the neighborhood in general.
- B. House trailers, mobile homes, and modular homes shall be allowed on any lot as a permanent residence, providing that same be of manufactured design, have a minimum floor area of 400 sq. ft.
- C. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- D. The discharge of firearms of any kind in the public area shall not be permitted.

VI GENERAL CONDITIONS

- A. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years, from date these covenants are recorded, unless an instrument signed by a majority of the owners of the lots, has been recorded agreeing to change said covenants in whole or in part.
- B. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real estate situated in said subdivision to prosecute under proceedings in law or in equity against the person or persons so violating the covenants, in order to restrain or enjoin in the violation and thereby to enforce these covenants or recover damages for the violation thereof.
- C. Invalidation of any of these covenants by judgment or court order shall not in any way affect any of the other provisions, which shall remain in full force and effect.

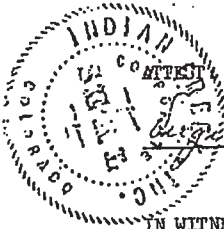
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DRAWER: 5 CARD 213B

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals
in the day shown on the acknowledgement hereof.

INDIAN CREEK, INC.

By Lewis O. Tyra
President



Virginia M. Campbell
Assistant Secretary

IN WITNESS WHEREOF:

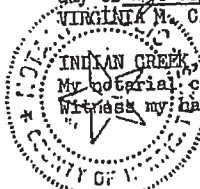
The undersigned has caused these presents to be executed this 28
day of June, 1971.

A. W. GREGG, Holder of the Existing
Deed of Trust

By R. W. Hope, Jr.
R. W. HOPE, JR.
Agent and Attorney-in-Fact

STATE OF TEXAS
COUNTY OF HARRIS

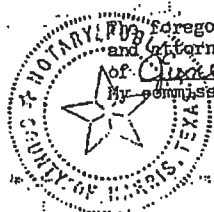
The foregoing instrument was acknowledged before me this 25th
day of June, 1971, by LEWIS O. TYRA as President and
VIRGINIA M. CAMPBELL as Assistant Secretary of INDIAN CREEK, INC.



INDIAN CREEK, INC., a corporation
My notarial commission expires 6-1-73
Witness my hand and official seal.

Dorothy Wade
Notary Public

STATE OF TEXAS
COUNTY OF HARRIS



The foregoing instrument was acknowledged by R. W. HOPE, JR. as agent
and attorney-in-fact for A. W. GREGG before me on this 28th day
of June, 1971. Witness my hand and official seal.
My commission expires June 1, 1973.

Toni Phillips
Notary Public

RETURN TO: INDIAN CREEK, INC., 5527 Lawndale, Houston, Texas 77023