

176627

BOOK 282 PAGE 275

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.

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. Invalidity 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.

176627

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: 9-14-60

C. Lee Galt
NOTARY PUBLIC

STATE OF ARIZONA: :

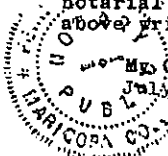
: ss.

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

No. 162759
WARRANTY DEED
FROM
V. L. Ellis
Bertha Ellis
TO
Robert Armstrong
Mary R. Armstrong
Filed for record at 11:20 clock A.M., November 21, 1952
Minnie Wells, Recorder
By Betty Stapleton, Deputy

This Deed, Made this 14th day of October in the year of our Lord one thousand nine hundred and fifty-two between V. L. Ellis and Bertha Ellis of the County of Teller and State of Colorado, of the first part, and ROBERT ARMSTRONG AND MARY R. ARMSTRONG of the County of Teller and State of Colorado, of the second part: Witnesseth, that the said part 1st of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration DOLLARS to the said part 1st of the first part in hand paid by the said part 1st of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being 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 Southeast quarter of the Southwest quarter of Section 11;
- The Northwest quarter of the Northwest Quarter of Section 16;
- The Northeast quarter of the Northeast Quarter of Section 15;
- The Southeast quarter of the Southeast quarter of Section 11;
- The West half of the Southwest quarter of Section 12;
- The Southwest quarter of the Southeast quarter of Section 11;

Together with all and singular the hereditaments and appurtenances thereto in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said part of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said part of the second part, their heirs and assigns forever. And the said part of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part of the second part, their heirs and assigns, that at the time of the sealing and delivery of these presents well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and having good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind, nature or kind.

and the above bargained premises, in the quiet and peaceable possession of the said part of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part of the first part shall and will Warrant and Forever Defend. In Witness Whereof, the said part of the first part have hereunto set their hand and seal. The day and year first above written.

Signed, Sealed and Delivered in Presence of
[Signatures]

STATE OF COLORADO, ss. I, _____, County of _____, in and for said County, in the State aforesaid, do hereby certify that _____ who _____ personally known to me to be the person whose name _____ subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth. Given under my hand and _____ seal, this _____ day of _____ A. D. 19_____. My Commission expires _____, 19_____.
Notary Public

STATE OF COLORADO, ss. The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by _____ Witness my hand and official seal. My commission expires _____
Notary Public

Warranty Deed

(STATUTORY FORM)

Know all Men by these Presents, That RECREATIONAL LAND CO., INC., a Colorado Corporation, of the County of Teller and State of Colorado, for the consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and convey to
ALBERT C. JOHNSON AND GERTRUDE J. NICHOLS

of the County of EL PASO and State of COLORADO, the following Real Property situate in the County of Teller and State of Colorado, to-wit:

LOT NUMBER THIRTEEN (13), OF
UNIT NUMBER ONE (1), AND LOT
NUMBER THREE (3), OF UNIT
NUMBER FOUR (4), IN SHERWOOD
FOREST ESTATES, A SUBDIVISION
IN TELLER COUNTY, COLORADO;
SUBJECT TO ANY AND ALL
RESTRICTIONS AND EASEMENTS OF
RECORD.



with all its appurtenances and warrant the title to the same, subject to reservations and restrictions of record and taxes for 1963... which Grantee assumes and agrees to pay and excepting and reserving unto the Grantor all coal, gas and other minerals beneath the surface of the above described land.



Signed and delivered this 10th day of January, 1963

RECREATIONAL LAND CO., INC.

BY *HOYT H. CASE*
HOYT H. CASE, President

ATTEST:

BERNARD SWARTWOOD
BERNARD SWARTWOOD, Secretary

STATE OF ARIZONA }
County of Maricopa } ss.

STATUTORY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me
this 10th day of January, 1963,
by HOYT H. CASE, President, and BERNARD SWARTWOOD, Secretary,
of RECREATIONAL LAND CO., INC.

Witness my hand and official seal.

My commission expires June 23, 1964

Notary Public
NOTARY PUBLIC

Filed for record at 11:20 A.M. August 14, 1967

Ralph H. Dial, Recorder

195593

REC-312 PAGE 203

Warranty Deed

(STATUTORY FORM)

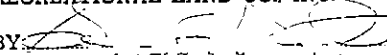
Know all Men by these Presents, That RECREATIONAL LAND CO. INC., a Colorado Corporation of the County of Teller and State of Colorado for the consideration of One Dollar and other good and valuable considerations, in and to hereby sell and convey to RUSSELL M. CASH and LUCY J. CASH, his wife, as tenants in common AND NOT AS A CO-TENANCY OF ESTATE BUT AS JOINT TENANTS WITH FULL RIGHT OF CO-TENANCY, of the County of EL PASO and State of COLORADO, the following Real Property situate in the County of Teller and State of Colorado, to-wit:

LOT NUMBER FOUR (4), OF
UNIT NUMBER FOUR (4), IN
SHERWOOD FOREST ESTATES, A
SUBDIVISION IN TELLER
COUNTY COLORADO: SUBJECT TO
ANY AND ALL RESTRICTIONS
AND EASEMENTS OF RECORD.

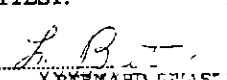
with all its appurtenances and warrant the title to the same, subject to reservations and restrictions of record and taxes for 19.67 which Grantee assumes and agrees to pay and excepting and reserving unto the Grantor all coal, gas and other minerals beneath the surface of the above described land:

Signed and delivered this 14TH day of APRIL, 1967

RECREATIONAL LAND CO. INC.

BY: 
L. BETTY WHITEMAN, President
BERNARD GRANT LLOYD, Secretary

ATTEST:


X BERNARD GRANT LLOYD, Secretary
L. BETTY WHITEMAN

STATE OF ARIZONA }
County of MARICOPA } ss.

STATUTORY ACKNOWLEDGMENT


The foregoing instrument was acknowledged before me

the 14TH day of APRIL, 1967

JOSEPH K. K... President, and BERNARD GRANT LLOYD, Secretary,
RECREATIONAL LAND CO., INC.

Witness my hand and official seal.

My commission expires MARCH 23-1971.


NOTARY PUBLIC

Filed for record April 9, 1971, at 2:35 P. M.

Norma Altman, Recorder

3.00

COLORADO DEPARTMENT OF HEALTH
Water Pollution Control Commission
4210 East 11th Avenue
Denver, Colorado 80220

209480

DECLARATION OF COVENANTS

DRAWER 4 CARD 1089A

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the COLORADO WATER POLLUTION CONTROL COMMISSION HAS approved the following described land, situate in the _____ of _____ and State of Colorado, to-wit:
(describe entire parcel to be served by septic tank)

Lot 4 80' x 100'

*Location Shickwood Forest
Lot 4 Unit 4*

as a location for a septic tank, as defined by the Colorado Water Pollution Control Act of 1966, as amended, for the treatment of domestic sewage on a temporary basis.

NOW, THEREFORE, in consideration of the approval of the above described land as a location for a septic tank, the undersigned, as the owner(s) of said land does/do hereby declare that the following covenants shall be and constitute covenants running with said land:

1. When the Colorado Water Pollution Control Commission determines that a community or municipal disposal system is available and can provide service to the above described land, the septic tank located upon said land will be abandoned and wastes from the described lands will be carried to the available community or municipal disposal system and the owner of the above described land shall bear the entire cost of constructing and installing any sewerage system necessary to carry such wastes to the available community or municipal disposal system.

2. If at any time hereafter, the septic tank shall adversely affect the quality of the waters of this State, the owner of the above described land shall use such other sewage disposal system as will maintain the quality of the waters of this State within the limits set by the applicable water quality standards adopted, from time to time, by the Colorado Water Pollution Control Commission.

3. This Declaration of Covenants shall be binding upon the undersigned and the heirs, personal representatives, successors and assigns of the undersigned.

(Continued on reverse side)

COPIES
ALL 4 80004

DECLARATION OF COVENANTS
Page 2

209490

DRAWER: 4 CARD 1089
B

IN WITNESS WHEREOF, the undersigned owner(s) has/have executed this
Declaration of Covenants as of the 2 day of MARCH, 1974.

James H. Johnson

--OWNER(S)--

STATE OF COLORADO

AND COUNTY OF El Paso }

SS.

The foregoing Declaration of Covenants was executed before me this 5
day of MARCH, 1974, by James H. Johnson

as owner(s).

Witness my hand and official seal.

My commission expires:

My Commission expires June 17, 1973

David A. Smith
Notary Public

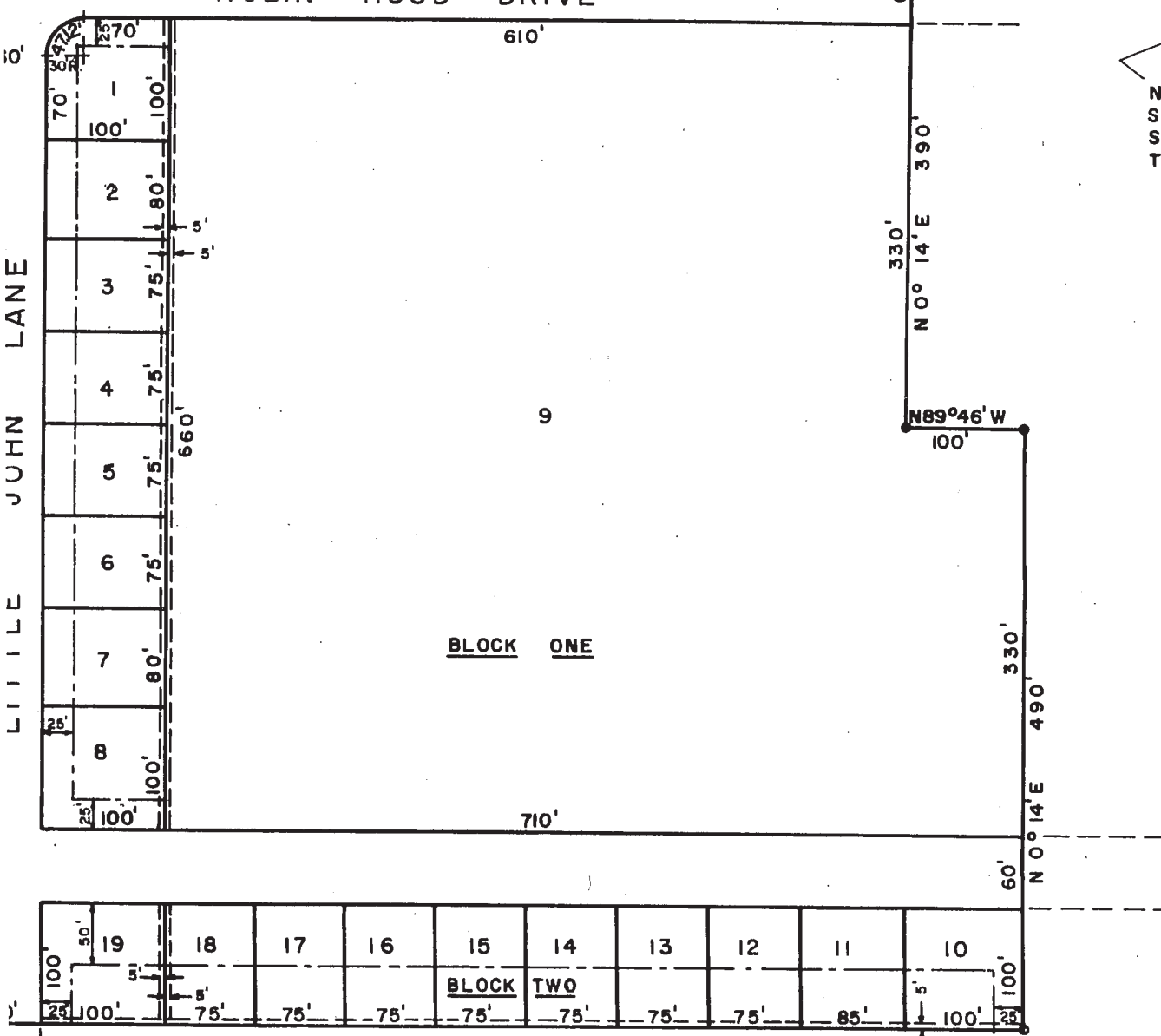
Approved this 12 day of March, 1974. This approval subject to
withdrawal if the foregoing Declaration of Covenants is not recorded within
sixty (60) days of this Approval.

COLORADO WATER POLLUTION CONTROL COMMISSION

By

Frank R. Rych
Technical Secretary

WP-30(1-71-40)



NE COR.
SE 1/4 SE 1/4
SECTION 11
T 13 S, R 70 W

BLOCK ONE

BLOCK TWO

NOTES

Filed *OCTOBER 7, 1959.*

File No. *176566*

Of the Records of

Teller county

Colorado

PLAT BOOK A PAGE 33

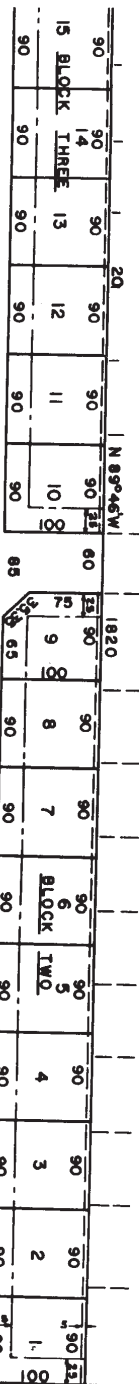
1. ALL BOUNDARY, BLOCK, LOT, AND STREET LINE INTERSECTIONS ARE AT RIGHT ANGLES UNLESS INDICATED OTHERWISE.

2. ALL RESIDENTIAL CONSTRUCTION MUST BE BEHIND THE BUILDING RESTRICTION LINES SHOWN THUS ———

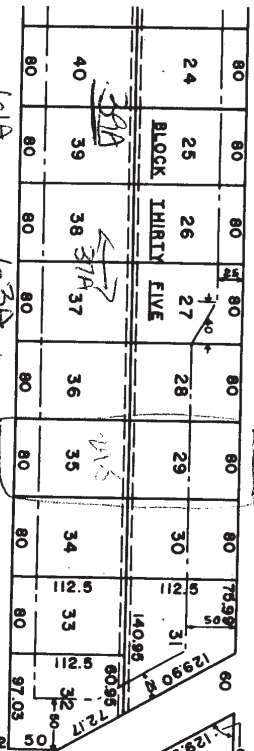
3. ALL EASEMENTS ARE 10 FEET IN WIDTH AND ARE FOR UTILITIES SERVICE AND DRAINAGE AS REQUIRED, AND ARE SHOWN THUS ———

4. AN APPROVED WATER SUPPLY FROM A CENTRAL WELL WILL BE PROVIDED BY THE DEVELOPER.

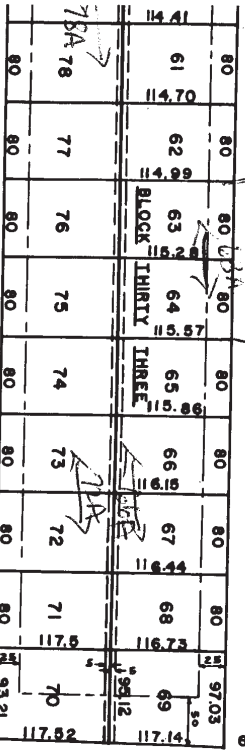
5. BEARINGS SHOWN ON THIS PLAT ARE BASED ON THOSE ESTABLISHED BY THE COLORADO STATE HIGHWAY DEPARTMENT FOR HIGHWAYS IN THIS AREA.



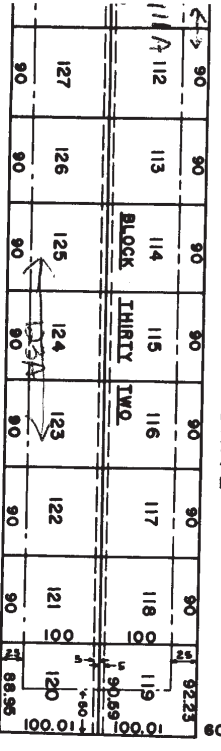
WILL SCARLET



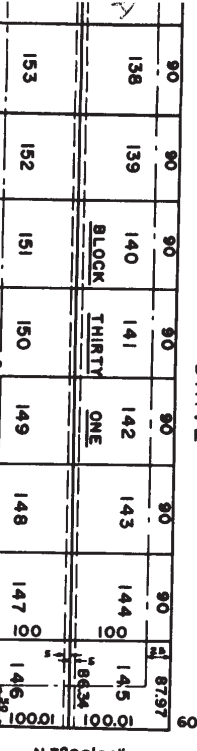
MAID MARIAN



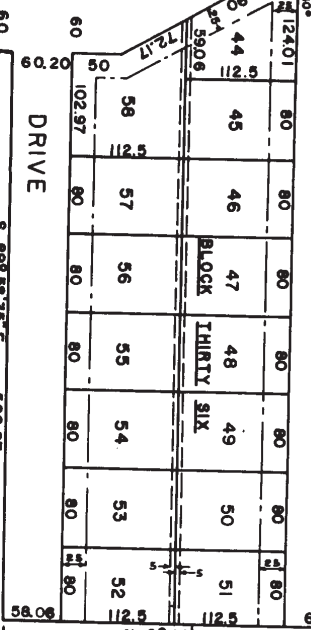
FRIAR TUCK



IR RICHARD



DRIVE



DRIVE

S 89° 56' 35" E 582.97



PT. OF BEG.

SHERWOOD FOREST ESTATES
UNIT FOUR

A SUBDIVISION IN TELLER COUNTY, COLORADO

SCALE 1" = 100'

Filed 11/8/60

File No. 177101 PAGE 38
of the Records of
Teller county
Colorado

- NOTES
1. ALL BOUNDARY, BLOCK, LOT, AND STREET LINE INDICATED OTHERWISE.
 2. ALL RESIDENTIAL CONSTRUCTION MUST BE SHOWN THUS
 3. ALL EASEMENTS ARE 10 FEET IN WIDTH AND ARE FOR UTILITIES SERVICE AND DRAINAGE AS REQUIRED, AND ARE SHOWN THUS

Community Dues cover the Fiscal Year (July 1st - June 30th) Dues are \$50.00/year and are paid annually.

If you have already paid this Fiscal Year, THANK YOU, we appreciate your support!

If you haven't paid yet, please consider supporting your community in this way.

☐ YES! You can count on me to support my community! ***Here are my annual dues of \$50.00***

☐ YES! I want to help save SFIA the mailing costs and receive my newsletter via e-mail.

My email address is: _____

CONTACT INFO:

NAME: _____

Sherwood Forest Physical/Property Address: _____

Phone Number: _____

Please PRINT and then place this form, along with your dues, in an envelope, and mail to:

Sherwood Forest Improvement Association, 269 Knighthood Lane, Divide, CO 80814