

FILED FOR RECORD SEPT. 8, 1971 AT 9:25 AM

NORMA ALTMAN RECORDER

211758

DRAWER: 5 CARD 1026A

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. 11, 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. 11 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-

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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.

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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. Invalidity 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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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 10th day of August, 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

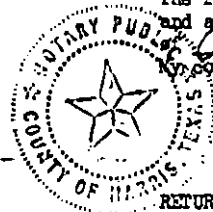
STATE OF TEXAS |
COUNTY OF HARRIS |

The foregoing instrument was acknowledged before me this 10th day of August, 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 10th day of August, 1971. Witness my hand and official seal.
My commission expires June 1973.
Jani Phillips
Notary Public



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

AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS FOR
INDIAN CREEK NO. 11,
TELLER COUNTY, COLORADO

WHEREAS, the Declaration of Restrictive Covenants for Indian Creek No. 11 subdivision of Teller County, Colorado, was recorded on September 8, 1971, in Drawer 5, Card 1026A, Official records of the Clerk and Recorder of Teller County, Colorado ("Covenants" or "Declaration"); and

WHEREAS, the Covenants are effective for a term of twenty (20) years from the date such Declaration was recorded; and

WHEREAS, the Declaration provides that the Covenants can be changed by an instrument signed by a majority of the owners of the lots in Indian Creek No. 11; and

WHEREAS, the owners of a majority of the lots in Indian Creek No. 11 desire to change the Declaration to provide for continued effectiveness of the Covenants after the date they normally would expire; and

WHEREAS, Indian Creek No. 11 contains 44 lots, numbered consecutively from 1 through 44 inclusive;

THEREFORE, by their signatures below, the owners of the lots identified below (which constitute a majority of the 44 lots in Indian Creek No. 11) hereby declare that the Covenants shall not expire twenty years from the date the Declaration was recorded but rather the Covenants, and all of them, shall continue to be effective for a term of twenty years beyond such stated expiration date and thereafter for successive terms of twenty years each in perpetuity unless, within a time period of one year prior to any given twenty-year renewal date, an instrument signed by a majority of the owners of the lots in Indian Creek No. 11 is recorded declaring that the Covenants, or some of them (as may be set forth in such instrument), shall expire at the end of the then-current twenty year renewal period.

This Amendment may be signed in several counterparts by the various lot owners of Indian Creek No. 11 and all counterparts shall be construed together to constitute this Amendment. Only the signature pages of each counterpart need be recorded to constitute the necessary majority.

IN WITNESS WHEREOF, we, the undersigned lot owners of Indian Creek No. 11, affix our signatures to this Amendment to evidence our consent to the matters stated herein and, for our individual lots, we each hereby individually declare that the signatures appearing under a given lot number constitute all of the record owners of such lot as of the date noted.

Lot no. 39

Willie Patterson
OwnerTimothy Packham
OwnerState of Colorado, County of Teller.SUBSCRIBED and sworn to before me this 21 day of August, 1991.

WITNESS my hand and official seal.

My commission expires:

(SEAL)

Notary Public

My Commission Expires
December 20, 1994

Lot no. 3

Larry L. Baker
OwnerCarol Baker
OwnerState of Colorado, County of Teller.SUBSCRIBED and sworn to before me this 21 day of August, 1991.

WITNESS my hand and official seal.

My commission expires:

(SEAL)

Notary Public

My Commission Expires
December 20, 1994

Lot no. 20

Donna Kauder
OwnerKenneth A. Kauder
OwnerState of Colorado, County of Teller.SUBSCRIBED and sworn to before me this 22 day of August, 1991.

WITNESS my hand and official seal.

My commission expires:

(SEAL)

Notary public

My Commission Expires
December 20, 1994

Lot no. 36

Marybelle H. Knopp
Owner_____
OwnerState of Colorado, County of Teller.SUBSCRIBED and sworn to before me this 22 day of August, 1991.

WITNESS my hand and official seal.

My Commission expires:

(SEAL)

Notary Public

My Commission Expires
December 20, 1994

Lot no. 19

Annis O. Pomeranig

Owner

Owner

State of Colorado, County of TELLER.

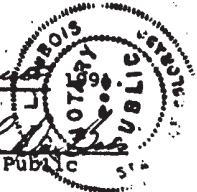
SUBSCRIBED and sworn to before me this 24 day of August

WITNESS my hand and official seal.

My commission expires: My Commission Expires
December 20, 1994

(SEAL)

Ray L. Duncan
Notary Public



Lot no. 2

Virgil Rowlin

Owner

Herb Rowlin

Owner

State of Colorado, County of Teller.

SUBSCRIBED and sworn to before me this 30 day of August

WITNESS my hand and official seal.

My commission expires: My Commission Expires
December 20, 1994

(SEAL)

Ray L. Duncan
Notary Public



Lot no. 40

Dean R. McChelland

Owner

Roberta J. McChelland

Owner

State of CO, County of Teller.

SUBSCRIBED and sworn to before me this 20 day of August

WITNESS my hand and official seal.

My commission expires: My Commission Expires
December 20, 1994

(SEAL)

Ray L. Duncan
Notary public



Lot no. 38

William R. Salas

Owner

Owner

State of Colorado, County of Teller.

SUBSCRIBED and sworn to before me this 21 day of August

WITNESS my hand and official seal.

My Commission expires: My Commission Expires
December 20, 1994

(SEAL)

Ray L. Duncan
Notary Public



TELLER COUNTY, CO
BK 570 PG 325
0389087 09/05/1991 10:25
CONSTANCE R JOINER, RECORDER

Lot no. 23 + 24
Owner _____

State of Colorado, County of El Paso.

SUBSCRIBED and sworn to before me this 19 day of Feb.

WITNESS my hand and official seal.

My commission expires: My Commission Expires
December 20, 1994

Dan & Jo
Owner

(SEAL)

Ray L. Du Bois
Notary Public



Lot no. 17 + 33
Owner _____

State of Colorado, County of El Paso.

SUBSCRIBED and sworn to before me this 19 day of Feb.

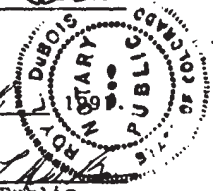
WITNESS my hand and official seal.

My commission expires: My Commission Expires
December 20, 1994

Dan & Jo
Owner

(SEAL)

Ray L. Du Bois
Notary Public



Lot no. 34 + 35
Owner Andrea D. Munoz

State of Colorado, County of Teller.

SUBSCRIBED and sworn to before me this 23 day of June

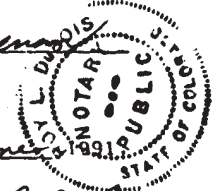
WITNESS my hand and official seal.

My commission expires: My Commission Expires
December 20, 1994

Timothy J. McManis
Owner

(SEAL)

Ray L. Du Bois
Notary Public



Lot no. 42
Owner Esther A. Spencer

State of CO, County of El Paso

SUBSCRIBED and sworn to before me this 12th day of August 1991

WITNESS my hand and official seal.

My commission expires: 6-14-94

Owner

(SEAL)

Shirley Lawrence
Notary Public



Lot no. 37
Owner John Lee

State of NY, County of WESTCHESTER.

SUBSCRIBED and sworn to before me this 8 day of FEB 1991

WITNESS my hand and official seal.

My commission expires:

Patricia Lee
Owner

(SEAL)

Shirley Lawrence
Notary Public

NICHOLAS VIVIAN
Notary Public, State of New York
No. 4863818
Qualified in Westchester County
Term Expires 11-30-92

Lot no. 26

Owner

Owner

State of Colorado, County of Teller

SUBSCRIBED and sworn to before me this 11 day of August 1991

WITNESS my hand and official seal.

My commission expires: December 23, 1994

(SEAL)

Ray S. Watson
Notary Public



Lot no. 18

Owner

Owner

State of Colorado, County of Arapahoe

SUBSCRIBED and sworn to before me this 7th day of March 1991

WITNESS my hand and official seal.

My commission expires: July 23, 1994

(SEAL)

Diana C. Giacalone
Notary Public



Lot no. 27

Owner

Owner

State of NEVADA, County of Washoe

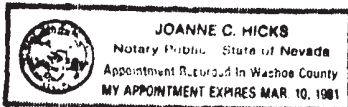
SUBSCRIBED and sworn to before me this 25th day of FEB 1991

WITNESS my hand and official seal.

My commission expires: 3-10-91

(SEAL)

Joanne C. Hicks
Notary Public



Lot no. 4

Owner

Owner

State of New York, County of Westchester

SUBSCRIBED and sworn to before me this 5TH day of FEB 1991

WITNESS my hand and official seal.

My commission expires:

(SEAL)

Charles L. Curran Jr.
Notary Public

CHARLES L. CURRAN JR.
Notary Public, New York
Commission Expires Oct. 5, 1991

1991

Lot no. 13 and 14

Donald Dumas Nelda R. Dumas
Owner Owner

State of Texas, County of Texas

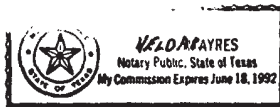
SUBSCRIBED and sworn to before me this 5 day of Feb. 1991

WITNESS my hand and official seal.

(SEAL)

Nelda R. Ayres
Notary Public

My commission expires: June 18, 1992



Lot no. 28

Donald P. Barker Nelda Barker
Owner Owner

State of Texas, County of San Marcos

SUBSCRIBED and sworn to before me this 4th day of February 1991

WITNESS my hand and official seal.

(SEAL)

Nelda R. Ayres
Notary Public

My commission expires:

