

267704

DRAWER 23 CARD 297A

DECLARATION OF PROTECTIVE COVENANTS

for

PROPERTY LOCATED IN

SUNNYWOOD MANOR FILING NO. 3

The undersigned, SUNNYWOOD DEVELOPMENT CORPORATION, a Colorado Corporation, have heretofore caused to be filed for record the plat of SUNNYWOOD MANOR FILING NO. 3, Teller County, Colorado. SUNNYWOOD DEVELOPMENT CORPORATION is the owner of all of the lots within said subdivision and is desirous of establishing protective covenants applicable to all of the lots within said subdivision for the benefit of each and every lot in said subdivision, and the owner of said lots, do hereby declare that all of the lots and real property embraced within said subdivision shall be conveyed subject to and shall be acquired, used, and held subject to the following covenants, and any person acquiring any of said property or any interest therein, either by purchase, gift, inheritance, foreclosure, or otherwise, shall acquire the same subject to the following protective covenants and by acceptance of any interest in said property specifically agrees to be bound by said Protective covenants and to conform to the same.

1. The property shall not be further subdivided, and shall be used only for residential purposes.

2. No building or structure shall be erected, maintained, or used on the property except for one single-family residence, one guest house, and one garage or similar outbuilding. All single level residences shall contain a minimum of 1,250 square feet of floor space on the ground floor, exclusive of basements, garages, porches, or outbuildings. Multiple level residences shall contain a minimum of 1,000 square feet of floor space on the ground floor, exclusive of basements, garages, porches, or outbuildings.

3. Once construction of any building is started, the owner must pursue with reasonable diligence the completion of said structure and no building shall be permitted to continue in an uncompleted status.

4. No building, porch, patio, or similar structure, shall be constructed to project beyond a line parallel to and twenty-five feet back from the front property line, and ten feet back from the side and rear property lines.

5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the property except that dogs, cats or other household pets, may be maintained on a non-commercial basis, but shall be so limited as to number and so cared for as to not constitute a source of annoyance to neighboring property owners.

6. A culvert shall be installed in ditch of driveway to lot by purchaser, where required for adequate drainage.

7. No noxious or offensive activities shall be carried on and no oil drilling, oil development operation, mining operations or quarrying shall ever be prosecuted on the property, nor shall any above ground storage of fuels be permitted.

Pool Original

8. No house trailers or mobile home shall be used or stored on the property at any time, either permanently or temporarily. This restriction does not affect the storage or temporary use of small trailers commonly known as "camping trailers".

9. The property shall not be used as a dumping ground for rubbish trash, garbage, or other waste.

10. SUNNYWOOD DEVELOPMENT CORPORATION, its successors and assigns, reserve the right to waive in writing the application of any of the above restrictions in any instance where exceptional circumstances or conditions may exist, as determined by the sole discretion and sound judgement of SUNNYWOOD DEVELOPMENT CORPORATION, its successors and assigns.

11. These protective covenants apply to the subdivision above described and are to run with the land and shall be enforceable by the decedents, the successors, representatives, and assigns, or by any owner of any lot covered hereby or located in said subdivision, in any action brought against the persons violating any of the covenants or restrictions and such action may be brought either to prevent such violation by specifically enforcing the covenants and restrictions herein contained, or at the election of the party bringing such action, to recover damages for such violation.

12. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the owners of the lots it is agreed to change said covenants in whole or in part.

13. Invalidation of any one of these covenants by judgement, court order or otherwise shall in no way affect any one of the other provisions which shall remain in full force and effect.

SUNNYWOOD DEVELOPMENT CORPORATION

Ronald L. O'Dell
By Ronald L. O'Dell (Signed)
Ronald L. O'Dell
President

Fred S. Mills
Fred S. Mills (Signed)
Fred S. Mills
Secretary

STATE OF COLORADO }
COUNTY OF TELLER } ss.

The foregoing instrument was acknowledged before me this 8th (signed) day of August, 1978 by Ronald L. O'Dell, as President, and Fred S. Mills, as Secretary of SUNNYWOOD DEVELOPMENT CORPORATION, a Colorado Corporation.

Witness my hand and official seal.

My commission expires October 1, 1980 (Signed)

Basilic H. H. H. (Signed)
Notary Public

