

Recorded at 2:45 O'clock P.M. September 4, 1970
Reception No. 117430

Judith C. Callahan Recorder

Book 203
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DECLARATION OF PROTECTIVE COVENANTS
FOR
SILVER SHEKEL NO. 3, A REAL ESTATE SUBDIVISION

W. H. HEIDTBRINK and WM. JAMES STARK ("Grantors") are the owners of all that real property within the subdivision named Silver Shekel No. 3 in Summit County, Colorado, the plat of which was filed with the Clerk and Recorder of Summit County, Colorado, on 1970, under reception number 117429 and recorded in Map Case.

Grantors hereby make and declare the following limitations, restrictions and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon Grantors and upon all persons claiming under Grantors and upon all future owners of any part of such real property, so long as these restrictive and protective covenants shall remain in effect:

1. DEFINITIONS: As used herein, the following words and terms shall have the following meanings:

Subdivision	Silver Shekel No. 3
Lot	A lot within the subdivision which may be used for residential purposes.
Single Family Residence	A residence designed for occupancy by one family together with one outbuilding.
Outbuilding	An enclosed, covered building to be used as a garage or for other storage purposes not directly attached to the main structure which it serves.

2. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against fire and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the owners of lots in the subdivision.

3. USES: Each lot in the subdivision shall be used for one single family residence, and may include one outbuilding, provided, that with the written consent of the Grantors and upon appropriate rezoning action taken by the Board of County Commissioners of Summit County, Colorado, lots in the subdivision may be used for structures designed for occupancy by multiple families.

4. APPROVAL OF CONSTRUCTION PLANS: No building or other structure shall be constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until the complete plans and specifications (including but not limited to the floor, elevations, plot and grading plans; the specifications of principal exterior materials, color schemes and the location, character and method of utilization of all utilities) have been submitted to Grantors and by them approved in writing. No structure in the subdivision shall be occupied for human habitation prior to September 1, 1971.

Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

In passing upon all such plans and specifications, Grantors shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be erected, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring lots. Grantors agree to use reasonable judgment in passing upon all such plans and specifications, but Grantors shall not be liable to any person for Grantors' actions in connection with submitted plans and specifications, unless it be shown that Grantors acted with malice or wrongful intent.

5. SANITATION:

(a) At the time plans and specifications for construction of any building on a lot are submitted to Grantors for their approval, the person or persons submitting such plans and specifications shall also submit to Grantors evidence in writing that the appropriate official of Summit County, Colorado, has either:

(i) issued a permit to tap onto and connect such building with any community sanitary sewer facilities which may then exist to serve said lot; or

(ii) issued a permit to construct and operate an individual sewage disposal system to serve said lot.

(b) Simultaneously with the acquisition by any person or persons of any lot within the subdivision from Grantors, such person or persons shall deposit in escrow with the County Commissioners of Summit County, Colorado, (the "Commissioners") the sum of \$400.00 for each lot so acquired. Such sum shall be used by the Commissioners for the purpose, upon resolution adopted by them, of constructing within the subdivision necessary sewage collection facilities, not including interceptor lines, treatment plant nor physical connection to structures commonly called service lines.

(c) At any time, contemporaneous with or following the adoption of the resolution described in the foregoing paragraph 5(b) hereof, the Commissioners may adopt a resolution authorizing the construction of interceptor lines and sewage treatment facilities for the purpose of serving the subdivision and shall thereupon notify the owner or owners of each lot within the subdivision, requiring the said owner or owners to deposit with

the Commissioners, within twenty (20) days after the sending of such notice, cash or other appropriate evidence of credit, satisfactory to the Commissioners, for the amount of money established by resolution of the Commissioners as a tap or connection fee, entitling the owner or owners of each such lot to connect any structures then upon or thereafter located upon the said lot or lots with the sewage facilities to be constructed by the said Commissioners. The amount of the tap fee which shall be established by resolution of the Commissioners shall be levied uniformly upon each lot within the subdivision.

(d) Upon construction of the aforesaid collection, outfall, interceptor and treatment facility, the owner or owners of each lot or lots within the subdivision upon which structures have been erected, shall tap on and connect with the sewage disposal system immediately upon completion of the construction of the same and shall pay such uniform service and/or readiness to serve charges as shall be established by resolution of the Commissioners. Thereafter, no individual sewage disposal system of whatsoever kind shall be operated within the subdivision.

6. EASEMENTS: Easements and rights of way are hereby reserved as shown or described on the recorded plat of the subdivision. There are, in addition, easements reserved in the right of way of each road for water and all other utilities.

7. FENCES: No fence, wall or similar type barrier of any kind shall be constructed, erected or maintained on any lot for any purpose whatsoever, except such fences or walls as may be approved by Grantors as an integral or decorative part of a building to be erected on a lot.

8. SIGNS: No signs, billboards or other advertising structure of any kind shall be erected, constructed or maintained on any lot for any purpose whatsoever, except such signs as have been approved by Grantors for identification of residences.

9. WATER: Each structure designed for occupancy or use by human beings shall connect with facilities made available at any time in the future by Grantors or by any organization or agency providing such facilities in co-operation with or at the request of Grantors. No private wells shall be used as a source of water for human consumption or irrigation for so long as water facilities are made available by Grantors.

10. TRASH: No trash, ashes or other refuse shall be thrown or dumped on any land within the subdivision. There shall be no burning of refuse out of doors except in incinerators installed with the approval of Grantors. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance.

11. LIVESTOCK: No animals, livestock, horses or poultry (except dogs, cats and other pets for household enjoyment and not for commercial purposes) shall be kept, raised or bred in the subdivision.

12. TREES: Living trees naturally existing upon a lot, except to the extent necessary for construction purposes, shall not be cut, trimmed or removed from the properties, except that Grantors may approve some thinning or trimming if it seems desirable.

13. SET BACK REQUIREMENTS: There shall be no general rule for the location of improvements with relation to property lines, but all actual construction sites shall receive the advance approval of Grantors.

14. LANDSCAPING: All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but Grantors may approve construction of gardens, lawns and exterior living areas.

15. TEMPORARY STRUCTURES: No temporary structure, excavation, basement, trailer or tent shall be permitted in the subdivision, except as may be determined to be necessary during construction and specifically authorized in writing by Grantors.

16. CONTINUITY OF CONSTRUCTION: All structures commenced in the subdivision shall be prosecuted diligently to completion and shall be completed within twelve months of commencement unless some exception is granted in writing by Grantors.

17. NUISANCE AND FIREARMS: No noxious or offensive activity shall be carried on within the subdivision; nor shall anything be done or permitted which shall constitute a public nuisance therein; nor shall any firearms be discharged within the subdivision.

18. EFFECT AND DURATION OF COVENANTS: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the subdivision, and each owner of property therein, his successors, representatives and assigns and shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for five successive terms of ten years each.

19. AMENDMENT: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of 75 percent of the land included within the boundaries of the subdivision owned by persons other than Grantors.

20. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

21. SEVERABILITY: Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 2nd day of September, 1970.

W. H. Heidtbrink
W. H. HEIDTBRINK

Wm James Stark
WM. JAMES STARK

STATE OF COLORADO)
) SS.
County of)

The foregoing instrument was acknowledged before me this 2nd day of ~~August~~ ^{September}, 1970, by W. H. Heidtbrink and Wm. James Stark.

Melvin B. [Signature]
Notary Public

My commission expires: June 24 1973



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ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, W. H. HEIDTBRINK and WM. JAMES STARK (the foregoing are hereinafter referred to collectively as the "Grantor") filed a Declaration of Protective Covenants for the Silver Shekel No.3, a real estate subdivision in the County of Summit, Colorado, on September 4, 1970, under Reception No. 117430.

WHEREAS, said Declaration of Protective Covenants requires submission to and approval by the Grantor in advance of certain activities pursuant to Paragraphs 3, 4, 5, 7, 8, 10, 13, 14, 15 and 16, and,

WHEREAS, the Grantor desires to assign any and all rights pursuant to the aforesaid Paragraphs of said Declaration of Protective Covenants and,

WHEREAS, the owners of the lots in the Silver Shekel No. 3 subdivision have organized a Colorado non-profit corporation for the benefit of property owners in the subdivision, and,

WHEREAS, the name of said property owners, non-profit corporation is Silver Shekel Owners Association, Inc.

NOW, THEREFORE, W. H. Heidtbrink and Wm. James Stark, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration hereby sell, assign, transfer and set over unto the Silver Shekel Owners Association, Inc., all of their rights, as Grantor, as provided in Paragraphs 3, 4, 5, 7, 8, 10, 13, 14, 15 and 16 of the aforesaid Declaration of Protective Covenants, reserving unto themselves, however, the same rights as other owners of property within the said Silver Shekel No. 3 subdivision, if any lots

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now or hereafter owned by the said Grantor within the said subdivision and it being specifically acknowledged that the Assignment herein shall not affect any of the rights, duties or obligations regarding Paragraph 9 of the said Declaration of Protective Covenants.

IN WITNESS WHEREOF, this Assignment is executed this

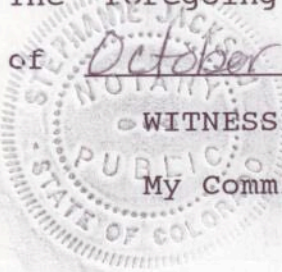
11th day of October, 1994.

W. H. Heidtbrink
W. H. HEIDTBRINK

Wm. James Stark
WM. JAMES STARK

STATE OF COLORADO)
) SS.
COUNTY OF Denver)

The foregoing Assignment was acknowledged before me this 11th day of October, 1994 by W. H. Heidtbrink.



WITNESS my hand and official seal.

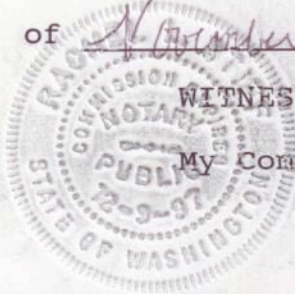
My Commission expires: August 3, 1998

Stephanie Jackson
Notary Public

Stephanie Jackson, Notary Public
123 Cook Street #102
Denver, CO 80206

STATE OF Washington)
) SS.
COUNTY OF Snohomish)

The foregoing Assignment was acknowledged before me this 30th day of November, 1994, by Wm. James Stark.



WITNESS my hand and official seal.

My Commission expires: 12-9-97

Rachel L. Steff
Notary Public for the State of Washington

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NOTICE REGARDING SUBMISSION
OF ITEMS TO GRANTOR
THE SILVER SHEKEL NO. 3

STATE OF COLORADO)
COUNTY OF SUMMIT) ss.

TO WHOM IT MAY CONCERN:

Please take notice that all owners of property requiring approval of the Grantor pursuant to the Declarations of Protective Covenants covering the Silver Shekel No. 3 in the County of Summit, State of Colorado, shall be required to submit their plans, specifications and other information, regarding any activity requiring approval of the Grantor of said Declarations, to the following:

Silver Shekel Owners Association, Incorporated
P.O. Box 1625
Breckenridge, CO 80424

Notice by registered mail to Silver Shekel Owners Association, Incorporated, P.O. Box 1625, Breckenridge, CO 80424, shall be deemed to be notice to the Grantor.

SILVER SHEKEL OWNERS
ASSOCIATION, INC.

By [Signature]

ATTEST:

By [Signature]
Secretary

The foregoing instrument was subscribed and sworn to before me this 9th day of December, 1994, by DW Brill as President and by Donald Jones as Secretary of the Silver Shekel Owners Association, Inc., a Colorado corporation, not for profit.

WITNESS my hand and official seal.

My Commission expires: My Commission Expires: 4-6-96
P.O. Box 1639
Breckenridge, CO 80424

[Signature]
Notary Public



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DORIS L. BRILL

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