

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PARK,
CITY OF FLORISSANT, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

TRACT 2, DOS LOMOS, A LAND SURVEY PLAT RECORDED SEPTEMBER 10, 1999
UNDER RECEPTION NO. 513326, COUNTY OF PARK, STATE OF COLORADO.

PARCEL ID# 45225

THIS BEING THE SAME PROPERTY CONVEYED TO BRIAN LANE GOODWIN AND
WENDI GOODWIN, NOT IN TENANCY IN COMMON BUT IN JOINT TENANCY FROM
DAVID A. LOPEZ AND LISA B. LOPEZ IN A DEED DATED OCTOBER 8, 2020 AND
RECORDED OCTOBER 12, 2020, AS INSTRUMENT NO. 771163.

Property Commonly Known As: 2413 County Rd 403, Florissant, CO 80816
Parcel ID: 45225

JACK L. KIRBY
LAND SURVEYOR
COLORADO P.L.S. NO. 10991

RD. Box 176
Lodi, Nev., Co. 80027
(719) 748-3144

SCALE "N" = 1" = 40' _____
DATE 08/19/79 _____

SHEET 1 OF 1 DWS. NO. 01-03-03-03

1pg

No fee



689172

6/7/2012 10:01 AM

Debra A Green

1 of 1

RESOL R\$0.00 D\$0.00

Park County Clerk

**PARK COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS
Resolution No. 2012- 27**

**A RESOLUTION APPROVING THE REZONING FROM
RESIDENTIAL (R) TO RESIDENTIAL RANCH (R-35) OF REAL
PROPERTY LOCATED IN THE DOS LOMOS SUBDIVISION.**

WHEREAS, the Applicant, Park County Planning Commission c/o Park County Planning Department, has applied to rezone the 3 lots described as the Dos Lomos Subdivision recorded in Park County Clerk and Recorder Reception Number 523406, from Residential (R) to Residential Ranch (R-35); and

WHEREAS, at a regularly scheduled public meeting of the Park County Board of County Commissioners, preceded by the required public notice, the Board of County Commissioners conducted a public hearing on the application for rezoning at which it reviewed the application and all supporting documentation, the recommendations of the Planning Department and the Park County Planning Commission, and considered the testimony of the Applicant and patrons; and

WHEREAS, based on the testimony and evidence presented at the public hearing the Board of County Commissioner determines and finds that compliance with the standards for approval of a rezoning set forth in Section 5-203 of the Park County Land Use Regulations has been demonstrated by clear and convincing evidence.

NOW THEREFORE, BE IT RESOLVED THAT:

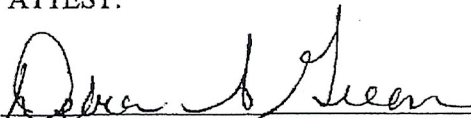
The application to rezone the above-described real property from Residential (R) to Residential Ranch (R-35) is hereby approved.

Moved, seconded, and passed this 7th day of June 2012.

PARK COUNTY BOARD OF COUNTY COMMISSIONERS


Richard F. Hodges, Chairperson

ATTEST:


County Clerk



DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS
DOS LOMOS, PARK COUNTY, COLORADO

This Declaration of Protective Covenants, Restrictions and Conditions ("Declaration") is Made as of February 3, 2000, by John B. Osborn and Donna J. Osborn, the record owner of Dos Lomos ("Declarant").

RECITALS

Declarant is the record owner of that certain real property known as Dos Lomos, more particularly described on the legal description attached hereto as Exhibit A and as shown by that certain plat filed of record with the Clerk and Recorder of Park County, Colorado, at Reception 513326.

Declarant desires to assure the attractiveness of Dos Lomos, and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the natural beauty, to preserve the native setting and future property values, and to provide for enforcement of this Declaration.

NOW THEREFORE, Declarant hereby declares that all of Dos Lomos shall be held, sold, conveyed, encumbered, leased occupied and improved subject to this Declaration, all of which is established and declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of Dos Lomos, and which shall run with the land and shall be binding upon all persons having or who acquire any right, title or interest in or to Dos Lomos or any part thereof, and shall inure to the benefit of Declarant and each Person who becomes an owner of any portion of Dos Lomos.

COVENANTS, RESTRICTIONS AND CONDITIONS

1. No portion of Dos Lomos shall be subdivided into a lot or lots containing less than 35 acres.
2. All residences constructed on any lot shall only be single family residences, and no duplex or multi-family dwelling shall be allowed. All residences shall be in full compliance with all state and local building codes and other such regulations. No residence shall have metal siding.
3. No business or commercial activities of any kind shall be carried on except as allowed by Park County Zoning ordinance for the zoning classification of minimal activity.
4. All outbuildings shall be in full compliance with all state and local building codes and other such regulations, and shall be well designed and constructed. High quality metal outbuildings will be considered acceptable. Outbuilding is defined as any building not attached to the main residence.
5. No mobile home, camper, trailer or other such shall be utilized as a permanent residence, PROVIDED, HOWEVER, that any such may be utilized for a period not to exceed thirteen months while a residence is under construction.
6. Camping activities shall adhere to local zoning.

7. All horses and other livestock or grazing animals must be fenced in and all such fences shall at all times be maintained in good repair and condition so as to effectively restrain all such horses and other livestock or grazing animals.
 8. Each owner of horses and other livestock or grazing animals shall maintain such horses and other livestock or grazing animals and his property so as to not destroy or unreasonably damage the vegetation or terrain.
 9. No hunting shall be allowed at any time. Any discharge of firearms for target practice of otherwise shall be conducted in a safe manner considering the topography and proximity of other residences and residents and their guests.
 10. Any owner of any lot within Dos Lomos may bring an action at law or in equity to enforce or to prevent violation of this Declaration, for injunctive or other equitable relief for damages, regardless of whether or not such owner is directly effected by the claimed violation. In the event of legal action to enforce or prevent violation of this Declaration, the party who substantially prevails shall be entitled to recover, in addition, the reasonable costs and expenses of such proceeding, including a reasonable attorney fee.
 11. This Declaration may only be amended, modified or terminated by the unanimous written consent of all owners of Dos Lomos. Unless sooner, terminated as above provided, this Declaration shall remain in full force and effect for a period of 20 years from the date hereof, and shall automatically be renewed for successive periods of ten years each unless, prior to the end of the initial term or an extended term, there is filed with the Park County Clerk and Recorder an instrument, acknowledged by the owners of all of the lots within Dos Lomos, stating that extension is not desired, or that extension shall be on amended or modified terms as therein set forth.
 12. If any of the terms, conditions or provisions contained herein shall be held invalid or otherwise become unenforceable, the other terms and conditions hereof shall in no way be affected or impaired and shall remain in full force and effect.
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