



Deed Restriction

Development Services • 100 N. Wilcox St., Castle Rock, CO 80104
720-733-3527 • buildingcounter@CRgov.com

MUST BE DONE BEFORE SUBMITTAL Douglas County Clerk & Recorder Office 301 Wilcox St, Castle Rock, CO 80104

DEED RESTRICTION

The undersigned, _____ (“Owner”) is the owner
of the following described property: Lot _____ Block _____,
_____ Douglas County, Colorado (“Property”) and

_____ being the same tract of land conveyed to

_____ by _____, by deed dated
_____ and recorded in the public records of Douglas County,

Colorado on _____ at Reception No. _____.

This information can be found by going to <https://apps.douglas.co.us/dcmaps/map.html?mapInstance=realProperty>

The Owner does hereby restrict us of the Property with the following deed restrictions:
At no time may both the Primary Dwelling Unit and Accessory Dwelling Unit on
the Property be renter occupied, as further set forth in Chapter 17.61 of the Castle
Rock Municipal Code, as amended from time to time.

These restrictions shall continue in full force and effect from the date of execution of this
Deed Restriction until amended or terminated in the manner specified in this document.
The Owner agrees that these restrictions inure to the benefit of the Town of Castle Rock
(“Town”). The Owner hereby grants the Town the right to enforce these restrictions by
any lawful means, including filing an action a court of competent jurisdiction, at law or in
equity, against the person violating or attempting to violate these restrictions, either to
prevent the violation or to require its correction. If the Town substantially prevails in a
legal proceeding to enforce these restrictions, the Owner agrees that the Town shall be
entitled to recover damages, reasonable attorney’s fees, and court costs. For further remedy, the
Owner agrees the Town may withhold any permits necessary for the lawful use of the Property until
the restrictions are complied with. The right of the Town to enforce these restrictions shall not be
waived, expressly or otherwise.

The Owner agrees to defend, indemnify, and hold harmless the Town from and against all claims or
liabilities arising out of or in connection with the provisions of this Deed Restriction.

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The provisions of this Deed Restriction are hereby declared covenants running with the land and are binding on all successors, heirs, and assigns of the Owner who acquires any right, title or interest in or to the Property, or any part thereof. Any person who acquires any right, title or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this Deed Restriction.

Not with standing any provision to the contrary, if the zoning ordinance of the Town is amended to permit the use of the renting both the Primary Dwelling Unit and the Accessory Dwelling Unit, these restrictions shall be of no further force or effect and shall be released by the Town upon request of the Owner. The Owner understands and agrees this Deed Restriction shall be governed by the laws of the State of Colorado.

The invalidation of any provision in this document by any court shall in no way affect any other provisions, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED ON this _____ (day) of _____ (month) in _____ (year).
OWNER(S):

PRINTED NAME (HOMEOWNER 1)

PRINTED NAME (HOMEOWNER 2)

SIGNATURE (HOMEOWNER 1)

SIGNATURE (HOMEOWNER 2)

STATE OF COLORADO

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____.

Witness my official hand and seal.

My commission expires: _____

(S E A L) _____

NOTARY PUBLIC