Filed for record January 26, 1968 at 9:35 A.M. Ralph H.Dial, Recorder

## 107208

500x315 FAGE 414

#### DECLERATION OF PROTECTIVE CONSIGNED.

The undersigned, being the cwners in fee simple of the following described property situate in Teller County, Colorado, to-wit:

#### SPEING VALARY, FOURTH FILING

#### TELESE COUNTY, COLDRADO

do hereby make this declaration of protective covenants, applicable to all of said described property.

1. The approval of the Architectural Control Committee shall be required if any lot is to be used for purposes other than residential. No business of any kind shall be permitted unless approved by the Committee.

2. No dwelling shall be permitted on any lot which shall have a ground floor area of the main structure which is less than 400 square feet, exclusive of one story open porches and garages.

3. To more than one dwelling shall be located upon any lot as numbered on the plat of this subdivision. No lot shall be divided: the lots shall remain as platted.

4. No construction shall be started or commenced or any lot until construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials and harmony of external design with existing structures. Approval shall be obtained as provided in restrictions number 16 and 17 hereof.

5. No garage, burn or other outbuildings erected on any lot shall at any time be used as a residence, either temporary or presenent, nor shall any basement or other structure of a temporary obviacter be used as a residence.

6. All buildings and structures upon the premises shall have exterior finish and be nost in appearance.

7. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annovance or a nuisance to the neighborhood.

8. Incinerators shall be provided for disposal of all garbage and trash upon the premises. No lot shall be used for dumping trash or garbage. Items considered unsightly and offensive by the Architectural Control Consistee shall not be placed on any lot.

9. No person shall be allowed to keep, bread or raise poultry, hogs, pigs, sheep or goats on any lot, or erect any buildings designed to house the same.

10. Construction began on any lot shall be completed within two (2) years.

11. All lavatories and/or toilets shall be built indoors and connected with outside saptic tank or covered cosspool. No outside toilets shall be permitted at any time.

12. Sufficient feacing shall be erected on the premises to enclose and matein all

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11. All levetories end/or toilets shall be built indoors and connected with cutsid septic tank or covered cesspool. No outside toilets shall be permitted at any time.

12. Sufficient fencing shall be erected on the premises to enclose and retain all animals.

13. No house trailer, mobile home, camp trailer, tent, or compar shall be placed on any lots any time.

14. The approval of the Architectural Control Condition shall be required when buildings and structures are to be moved from another location and placed on the lots described herein. All structures located on the lots location described must be conreved by the Architectural Control Countities.

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Declaration of Protective Covenants, page 2 of 2

15. No oil well drilling, oil operations, cil refining, quarrying or mining operations of any kind shell be permitted upon or in any lot nor shall cil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in hering for cil or natural gas shall be erected, maintained or permitted upon any lot. No windmills shall be permitted at any time.

16. The Architectural Control Committee is composed of the following persons; James E. Burgess, Wanda L. Burgess, and Beulah Baseett, all of Teller County, Colorado. I majority of the committee may designate a representative to set for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Meither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

17. The committee's approval or disapproval as required by these covenants, shall be in writing. In the event the condities or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approved will not be required and the related covenant shall be deemed to have been fully couplied with.

18. These covenants are to run with the lend and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time stid devolutes shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. In the event that aryone shall violate any of those comenants, it shall be lawful for any owner of a lot or lots in the area to maintain an action in Law or Equity signish the person or persons so violating the coverants in order to restrain or enjoin the violation and enforce the coverants or to recover decompts for the violation it read.

20. Invalidation of any one of these coverants by judement or court order shall in no wise affort any of the other provisions, which shall reprin in full force and coffect.

IN MITTORS "MIRROR, the undersigned have offined having hands and seals on the dates shown on the acknowledgement hereof.

SI TIG V. LINY CONFORTION BY: Fand J JA Judie James P. Burgass, Frest Thends L. Burgoss,

STATE OF COLCRADO ) . ) CREATY OF AL PAGE )

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The foregoing instrument was acknowledged before setly Jenes P. Burgess and

### Amendment to Covenants

Paragraph #1, Filing #4, Spring Valley, dated January 26, 1968, shall be amended to add the following sentences:

"A dwelling or portions of a dwelling shall not be rented for a period of less than thirty (30) days. All leases shall be in writing and for a term of thirty (30) days or longer. The lease shall not contain any provisions for said lease to be void in less than thirty (30) days. Leasing of the dwelling for thirty (30) days or longer shall be in accordance with Spring Valley Property Owners and Recreational Corporation (SVPORC) Rental Policy. The property owner must make available to the lessee current copies of the Declaration, Bylaws, and the rules and regulations available from SVPORC."