

196695

BOOK 314 PAGE 403

DECLARATION OF PROTECTIVE COVENANTS

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

A tract of land located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the S $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20, Township 12 South (T12S), Range 69 West (R69W) of the 6th P. M., County of Teller, State of Colorado, described as follows: Commencing at the Southeast corner of Lot 26 of "Spring Valley Subdivision" as platted and recorded in Flat Book B at Page 35 under Reception No. 189903, of the records of Teller County, Colorado, thence Westerly along the Southerly line of said Lot 26 a distance of 176.36 feet to the true point of beginning, thence along said Southerly line a distance of 263.64 feet to the Southwest corner of said Lot 26, thence angle left 55°31'10" to the tangent of a curve to the right, thence along said curve having a radius of 230.00 feet, a central angle of 15°30'35" an arc length of 62.26 feet to a point of tangent, thence along said tangent a distance of 11.52 feet, to a point of curve of a curve to the left, thence along said curve having a radius of 70.00 feet, a central angle of 98°10'30", an arc length of 119.94 feet to a point of tangent, thence along said tangent a distance of 09.06 feet to a point of curve of a curve to the right, thence along said curve having a radius of 731.49 feet, a central angle of 5°36'30", an arc length of 71.60 feet, thence angle left 86°45'16" from the tangent of said curve a distance of 133.14 feet, thence angle left 9°09'05" a distance of 166.79 feet, thence angle left 41°31'04" a distance of 46.27 feet more or less to the point of beginning, containing 1.267 acres more or less.

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. No more than one dwelling shall be located upon any lot. No lot shall be divided; the lot shall remain as one parcel as described herein.
4. No construction shall be started or commenced on 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, barn or other outbuildings erected on any lot shall at any time be used as a residence, either temporary or permanent, nor shall any basement or other structure of a temporary character be used as a residence.
6. All buildings and structures upon the premises shall have exterior finish and be neat 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 annoyance 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 Committee shall not be placed on any lot.

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

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

11. All lavatories and/or toilets shall be built indoors and connected with outside 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 camper shall be placed on any lots any time.

14. The approval of the Architectural Control Committee 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 land herein described must be approved by the Architectural Control Committee.

15. No oil well drilling, oil operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil 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 B. Burgess, Wanda L. Burgess, and Beulah Bassett, all of Teller County, Colorado. A majority of the committee may designate a representative to act 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. Neither 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 committee 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, approval will not be required and the related covenant shall be deemed to have been fully complied with.

18. These covenants are to run with the land 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 said covenants 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 anyone shall violate any of these covenants, it shall be lawful for any owner of a lot or lots in the area to maintain an action in Law or Equity against the person or persons so violating the covenants in order to restrain or enjoin the violation and enforce the covenants or to recover damages for the violation thereof.

