

EXHIBIT R

Filed for record May 27, 1975 at 9:30 A. M. W. L. Johnston, Recorder

239186

DRAWER 16 CARD 1377A

DECLARATION OF PROTECTIVE COVENANTS

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

That portion of the Southeast quarter of the Southwest quarter of Section 17, Township 12 South, Range 69 West of the 6th P.M., Teller County, Colorado, described as follows:

Beginning at the Northeast corner of Lot 8 Block 2 of Spring Valley 4th filing as recorded in Plat Book C at Page 16 of the records of said Teller County; thence N 87°20'37" W on the North line of said Lot 8 to the Southeast corner of Lot 6 Block 2; thence N 15°07'07" W on the Easterly line of said Lot 6 to the Northeasterly corner thereof; thence angle right 90° to the tangent of a curve to the left which curve has a central angle of 150° 04'53", a radius of 60.0 feet and an arc length of 157.16 feet; thence N 14°46' 22.83 feet; thence S 87°20'37"E 65.10 feet to intersect the East line of said Southeast quarter of the Southwest quarter; thence Southerly on said East line 540.86 feet to the point of beginning. Containing 1.16 acres more or less.

AND

That portion of the Northeast quarter of the Southwest quarter of Section 20, Township 12 South, Range 69 West of the 6th P.M., Teller County, Colorado, described as follows:

Beginning at the most Southeasterly corner of Spring Valley 7th Filing as filed in Plat Book D at Page 29 of the records of said Teller County; thence Northerly along the Easterly boundary of said 7th Filing 105.07 feet; thence S 84°06'00" E 84.1 feet; thence S 1°14'20" W 343.68 feet; thence N 87°03'01" W 55.0 feet; thence on a curve to the right which curve has a central angle of 78° 59' 26" a radius of 70.0 feet and an arc length of 95.90 feet; thence N 8°03'35" W on a tangent to the last mentioned curve 125.69 feet; thence on a curve to the left which curve has a central angle of 74° 12' 05" a radius of 85.00 feet and an arc length of 110.08 feet; thence N 82°15'40" W on a tangent to the last mentioned curve 9.39 feet to the point of beginning. Containing 1.31 acres more or less.

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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 this property is to be used for purposes other than residential. No business of any kind shall be permitted unless approved by the Committee.
2. No more than one dwelling shall be located upon this property. This property shall not be divided but shall remain in one parcel.
3. No construction shall be started or commenced until construction plans and specifications and plans showing the location and size 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 numbered 15 and 16 hereof.
4. No garage, barn or other outbuildings erected on the premises 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.
5. All buildings and structures and items placed upon the premises shall have exterior finish and be neat in appearance.
6. No noxious or offensive activity shall be carried on or upon this property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
7. Trash, garbage, and other waste shall be kept in sanitary, attractive and neat containers. Garbage and trash shall be disposed of by removal from the property. This property shall not be used for dumping trash or garbage. Items considered unsightly and offensive by the Architectural Control Committee shall not be placed on the premises.
8. No person shall be allowed to keep, breed or raise poultry, hogs, pigs, sheep or goats, or erect any buildings designed to house the same on this property.
9. Construction begun shall be completed within two (2) years, and if not so completed, such construction may be removed by the developers or the Architectural Control Committee and the expense of moving same shall be charged against the property upon which it is situated and shall be a lien against the same for all costs incurred, including any legal costs.
10. All lavatories and/or toilets shall be built indoors and connected with outside septic system. No outside toilets shall be permitted at any time.
11. Sufficient fencing shall be erected on the premises to enclose and retain all animals.
12. No house trailer, mobile home, camp trailer, tent, or camper shall be placed on this property at any time unless approved by the Architectural Control Committee.
13. 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 property herein described. All structures located on this property must be approved by the Architectural Control Committee.
14. No oil well drilling, oil operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in this property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted. No windmills shall be permitted at any time.

15. 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.

16. 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.

17. 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 in Spring Valley Subdivision has been recorded, agreeing to change said covenants in whole or in part.

18. 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 Spring Valley 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.

19. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

20. These covenants are placed of record for the benefit of future owners but the same are not personal to the undersigned, and the right is specifically reserved by the undersigned regardless of anything stated here and above to release or add to any provisions of the same or all of the same if the undersigned or the undersigned successors deems such releases and/or additions for the benefit of the land and the parties involved.

In witness whereof, the undersigned have affixed their hands and seals on the dates shown on the acknowledgement hereof.

SPRING VALLEY CORPORATION

BY: James B. Burgess
James B. Burgess, President
Wanda L. Burgess
Wanda L. Burgess, Secretary

STATE OF COLORADO)
) ss
County of Teller)

The foregoing instrument was acknowledged before me by James B. Burgess as President and Wanda L. Burgess as Secretary of the Spring Valley Corporation on this 15th day of December, 1974

Witness my hand and official seal.

Notary Public

My commission expires August 9, 1978.

