

210513

DRAWER: 4 CARD 1923A

DECLARATION OF PROTECTIVE COVENANTS

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

SPRING VALLEY, FILING NUMBER 8

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 600 square feet, exclusive of one story open porches and garages.

3. No 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 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 17 and 18 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. No lot shall be used for dumping trash or garbage. Items considered unsightly and offensive by the Architectural

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8. 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.

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.

## Declaration of Protective Covenants - Page 2 of 4

10. Construction begun on any lot 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 lot upon which it is situated and shall be a lien against the same for all costs incurred, including any legal costs, if any.

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 lot at any time unless approved by the Architectural Control Committee.

14. 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 water well shall be drilled on any lot at any time.

16. 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.

17. 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.

18. 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.

## Declaration of Protective Covenants - Page 3 of 4

19. The Architectural Control Committee shall consist of three members. The initial Committee has been appointed by the developer as per paragraph 17 hereof. Their term shall expire as soon as a proper selection of their successors can be made. The selection of their successors shall be made in either of the following manners:

a. By the board of directors of a Lot Owners Association representing a majority of the lot owners in this subdivision, or

b. By a simple majority vote or approval of the majority of the lot owners. Such vote or approval may be made in person or by mail.

The developer shall in this regard as soon as possible request the lot owners to form a committee to conduct their own selection of said three members as they may so desire.

As soon as the lot owners have selected their representatives, the initial committee shall resign. Each member of the new committee shall serve until he or she shall die, resign, or be replaced by the board of directors before mentioned, or a majority of the lot owners, as the case may be. If any committee member shall resign or die, the remaining committee members shall appoint a qualified lot owner to serve until he or she is replaced as provided for hereinabove.

The initial committee shall not serve more than twelve (12) months from the date of this instrument, and shall notify the lot owners committee, or other appropriate lot owner representatives, or the Lot Owners Association, in writing, at least six (6) months from date that their terms will expire and to provide replacements as provided herein, and if no replacements are provided by any representative in the said period of twelve (12) months, then the initial Architectural Control Committee shall hold over for a period of thirty (30) days during which time the developer shall appoint a committee of three lot owners who are willing to serve and assist in a proper selection of a lot owners Architectural Control Committee as provided for hereinabove.

20. 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 ten 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.

21. In the event that anyone shall violate any of these covenants, it shall be lawful for any owner of a lot

Declaration of Protective Covenants - Page 4 of 4

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.

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

23. These covenants may be changed only as provided in Section 20 hereof, except that if there be a Lot Owners Association or similar organization purporting to represent a majority of the said lot owners, then a statement filed of record by the governing officers of such Lot Owners Association or similar organization, together with a statement that said governing officers represent a majority of said lot owners, shall suffice for the requirement of securing the approval of the said lot owners. After such statement has been made and placed of record if it has not been challenged in thirty (30) days, it shall be conclusive evidence as to the approval of the majority of lot owners. In addition to this, the approval of any financing agencies, party or corporation who would be affected by any such change must be obtained in writing to make any change valid.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals on the dates shown on the acknowledgment hereof.

SPRING VALLEY CORPORATION

BY: James B. Burgess  
James B. Burgess, President

Wanda L. Burgess  
Wanda L. Burgess, Sec. Treas.



STATE OF COLORADO }  
COUNTY OF EL PASO } SS:

The foregoing instrument was acknowledged before me by James B. Burgess and Wanda L. Burgess on this \_\_\_\_\_ day of \_\_\_\_\_, 1971.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_



A. Vaughn  
Notary Public

### Amendment to Covenants:

Paragraph #7, Filing #8, Spring Valley, dated June 24, 1971 shall be amended to add the following sentences:

**"No motorized vehicles, including dirtbikes, all-terrain-vehicles (ATV's), or snowmobiles, shall be operated for recreational purposes on any private property. Motorized vehicles can be used on private property only for non-recreational activities such as construction, property maintenance, snow removal or the cleaning of debris."**

I HEREBY CERTIFY THAT THIS IS A  
TRUE & EXACT COPY OF 482997

AMENDMENT TO COVENANTS  
AS IT APPEARS IN THE RECORDS OF  
TELLER CO. CO

CONSTANCE R. JOINER  
CLERK & RECORDER

*Patricia Scott*  
Deputy