

21553

DRAWER: 7 CARD 236A

## DECLARATION OF PROTECTIVE COVENANTS

for

## PROPERTY LOCATED IN GRAND VIEW ESTATES

The undersigned, MILLS LAND CO., a Colorado Corporation, have heretofore caused to be filed for record the plat of GRAND VIEW ESTATES, Teller County, Colorado. MILLS LAND CO., is the Contract Purchaser of all of the lots within said subdivision and are desirous of establishing protective covenants applicable to all of the lots within said subdivision for the benefit of each and every lot in said subdivision, and as the Contract Purchaser of said lots, do hereby declare that all of the lots and real property embraced within said subdivision shall be conveyed subject to and shall be acquired, used, and held subject to the following protective covenants, and any person acquiring any of said property or any interest therein, either by purchase, gift, inheritance, foreclosure, or otherwise, shall acquire the same subject to the following protective covenants and by acceptance of any interest in said property specifically agrees to be bound by said protective covenants and to conform to the same.

1. The property shall not be further subdivided, and shall be used only for agricultural or residential purposes.
2. No building or structure shall be erected, maintained or used on the property except for one single-family residence, one guest house, one garage, and one barn or similar outbuilding. The residence shall contain a minimum of 600 square feet of floor space on the ground floor, exclusive of basement, garage, porches, or outbuildings.
3. Once construction of any building is started, the owner must pursue with reasonable diligence the completion of said structure and no building shall be permitted to continue in an uncompleted status.
4. No building shall be constructed to project beyond a line parallel to and twenty feet back from any of the property lines.
5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the property except that dogs, cats or other household pets, 4-H Calves, and horses may be maintained on a non-commercial basis, but shall be so limited as to number and so cared for as to not constitute a source of annoyance to neighboring property owners.
6. A culvert shall be installed in ditch of driveway to tract by purchaser, where required for adequate drainage.
7. The residence as constructed must be provided with domestic sewage treatment facilities which comply with State and County health laws and regulations. No outside toilets of any type shall be permitted upon said property.
8. No noxious or offensive activities shall be carried on and no oil drilling, oil development operation, mining operations or quarrying shall ever be prosecuted on the property.
9. No house trailer or mobile home shall be used or stored on the property at any time either permanently or temporarily. This restriction does not affect the storage or temporary use of small trailers commonly known as "camping trailers".
10. The property shall not be used as a dumping ground for rubbish, trash, garbage, or other waste.

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DRAWER: 7 CARD 2362

11. MILLS LAND CO., its successors and assigns, reserve the right to waive in writing the application of any of the above restrictions in any instance where exceptional circumstances or conditions may exist, as determined by the sole discretion and sound judgement of MILLS LAND CO., its successors and assigns.

12. The covenants apply to the subdivision above mentioned and are to run with the land and shall be enforceable by the Declarants, their successors, representatives, and assigns, or by any owner of any lot covered hereby or located in said subdivision, in any action brought against the persons violating any of the covenants or restrictions and such action may be brought either to prevent such violation by specifically enforcing the covenants and restrictions herein contained, or at the election of the party bringing such action to recover damages for such violation.

13. The covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 1982, at which time said covenants shall automatically be extended for successive periods of ten years, unless by vote of the majority of the owners of the lots it is agreed to change said covenants in whole or in part.

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



Ruth S. Mills  
Ruth S. Mills  
Secretary

MILLS LAND CO.

By Fred S. Mills  
Fred S. Mills  
President

STATE OF COLORADO )  
COUNTY OF TELLER )

ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 1972, by Fred S. Mills, as President, and Ruth S. Mills, as Secretary of MILLS LAND CO., a Colorado Corporation.

Witness my hand and official seal.

My commission expires My Commission expires Apr. 8, 1974



Carol A. Elliott  
Notary Public

FILED FOR RECORD MAY 19, 1972 AT 10:00 AM

NORMA ALTMAN RECORDER

FILED FOR RECORD JUNE 14, 1972 AT 10:30 AM

NORMA ALTMAN RECORDER

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216004

DRAWER: 7 236A

DRAWER: 7 CASE 670A

DECLARATION OF PROTECTIVE COVENANTS

for

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DRAWER: 7 236B

DRAWER: 7 170B

11. MILLS LAND CO., its successors and assigns, reserve the right to waive in writing the application of any of the above restrictions in any instance where exceptional circumstances or conditions may exist, as determined by the sole discretion and sound judgement of MILLS LAND CO., its successors and assigns.

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Ruth S. Mills  
Ruth S. Mills  
Secretary

MILLS LAND CO.

By Fred S. Mills  
Fred S. Mills  
President

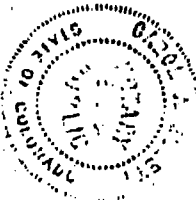
STATE OF COLORADO )  
COUNTY OF TELLER )

ss.

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 1972, by Fred S. Mills, as President, and Ruth S. Mills, as Secretary of MILLS LAND CO., a Colorado Corporation.

Witness my hand and official seal.

My commission expires \_\_\_\_\_ My Commission expires Apr. 8, 1974



Carol A. Elliott  
Notary Public