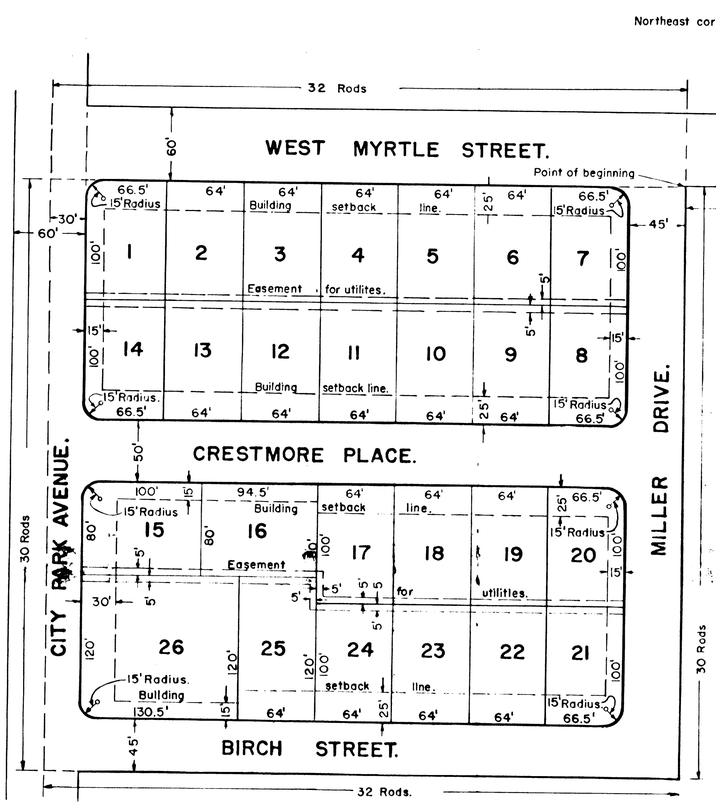


# ALVIN L. MILLER SUBDIVISION.

Located in the Northeast Quarter of Section 15, Tn. 7N., Rn. 69W. of the 6th P.M. Larimer County. Colorado.

Scale: 1" = 60'

NOTE. Dimensions shown on corner lots includes the external tangent length of the corner curve.

Howard E. Evans, being duly sworn on his oath, deposes and says that he is a registered engineer in the State of Colorado, that the survey and plat of the ALVIN L. MILLER SUBDIVISION were made by him, that said survey is accurately represented on said plat, that he has read the statements thereon and that the same are true of his own knowledge.

Howard E. Evans.
Registered Engineer.

Subscribed and sworn to before me this 21st day of April, A.D. 1952.

Dellie Warfield
Notary Public.

My commission expires ~~Sept 23, 1954~~

## STATEMENT.

KNOW ALL MEN BY THESE PRESENTS:- That Alvin L. Miller and Enid P. Miller, being the owners of all of the following described land, situate in the County of Larimer, State of Colorado, to wit:- A part of the Northeast Quarter of Section 15, Township 7 North, Range 69 West of the 6th P.M. and more particularly described by metes and bounds as beginning at a point which is 30 rods South and 48 rods West of the Northeast corner of said Section and running thence South 30 rods, thence West 32 rods, thence North 30 rods and thence East 32 rods to the point of beginning, do hereby subdivide the same into lots, numbered 1 to 26 subject to the terms and provisions of the protective covenants shown hereon, to be known as the ALVIN L. MILLER SUBDIVISION, as is shown on the within plat, do hereby dedicate and convey to and for Public use forever hereafter the streets as laid out and designated on the within plat and do also hereby reserve perpetual easements for the construction and maintenance of utilities as are laid out and designated on the within plat.

Witness our hands and seals this 21st. day of April, A.D. 1952.

Alvin L Miller

Enid P. Miller

STATE OF COLORADO } S.S.
COUNTY OF LARIMER }

The foregoing instrument was acknowledged before me this 21st day of April, A.D. 1952, by Alvin L. Miller and Enid P. Miller as owners of all of the lots in the ALVIN L. MILLER SUBDIVISION.

My commission expires Sept 23, 1954

Dellie Warfield
Notary Public.

## PROTECTIVE COVENANTS.

1. LAND USE AND BUILDING TYPE. No lot shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed one and one-half stories in height, with private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the building setback line.

3. DWELLING QUALITY AND SIZE. All improvements shall be constructed of good and suitable materials and all workmanship shall be first class. The ground area of each residence shall be not less than 900 square feet, where there is no upper story, and not less than 800 square feet where there is an upper half story, in which event the upper story must be fully finished and must have not less than 200 square feet of floor area.

4. BUILDING LOCATION. No building shall be located nearer to any street than the building setback line shown on the plat. No building shall be located nearer than 7 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the building set back line. No building shall be located nearer than one foot to any easement reserved for utilities. For the purpose of this covenant, eaves, steps and porches shall not be considered as part of a building, this shall not be construed to permit any encroachments upon adjoining property or upon the easements for utilities.

5. LOT AREA AND WIDTH. No building shall be erected on any site having a width of less than 60 feet at the building setback line, nor shall any building be erected on any lot or parts of lots having a total area of less than 6000 square feet.

6. EASEMENTS. Easements for the installation and maintenance of public utilities and drainage facilities are reserved across the rear of each lot and in such other locations and of such widths as are shown on the plat.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No livestock or poultry shall be kept on any lot.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence, either temporarily or permanently.

9. ARCHITECTURAL CONTROL COMMITTEE.
(A). MEMBERSHIP. The Committee is composed of three members, namely: Alvin L. Miller, E.L. Stubbs and Daryl Daugherty, all of Fort Collins, Colorado. A majority of the committee may appoint a representative to act for it. In the event of the death or the resignation of any member of the committee, the remaining members shall have full authority to appoint a successor. Neither the members of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change membership of the committee or to withdraw from the committee or to restore to it any of its powers or its duties.
(B). PROCEDURE. 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 covenants shall be deemed to have been fully complied with.

10. TERM. These covenants shall 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 periods of ten years unless an instrument, signed by a majority of the then record owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, to restrain violation or to recover damages.

12. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other covenants which shall remain in full force and effect.

All lots in said ALVIN L. MILLER SUBDIVISION shall be subject to the foregoing protective covenants, in witness whereof, we, the undersigned, have caused the execution hereof on this 21st. day of April, A.D. 1952.

Alvin L Miller

Enid P. Miller

STATE OF COLORADO } S.S.
COUNTY OF LARIMER }

The foregoing instrument was acknowledged before me this 21st. day of April, A.D. 1952, by Alvin L. Miller and Enid P. Miller as owners of all the lots in the ALVIN L. MILLER SUBDIVISION.

My commission expires Sept 23, 1954

Dellie Warfield
Notary Public.

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For additional information or an official copy, please contact Engineering Office 281 North College Fort Collins, CO 80521 USA