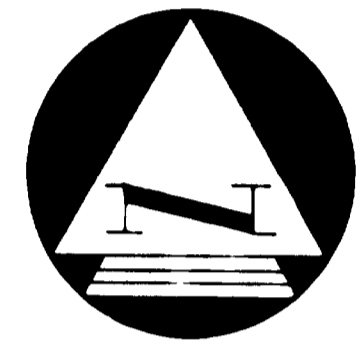
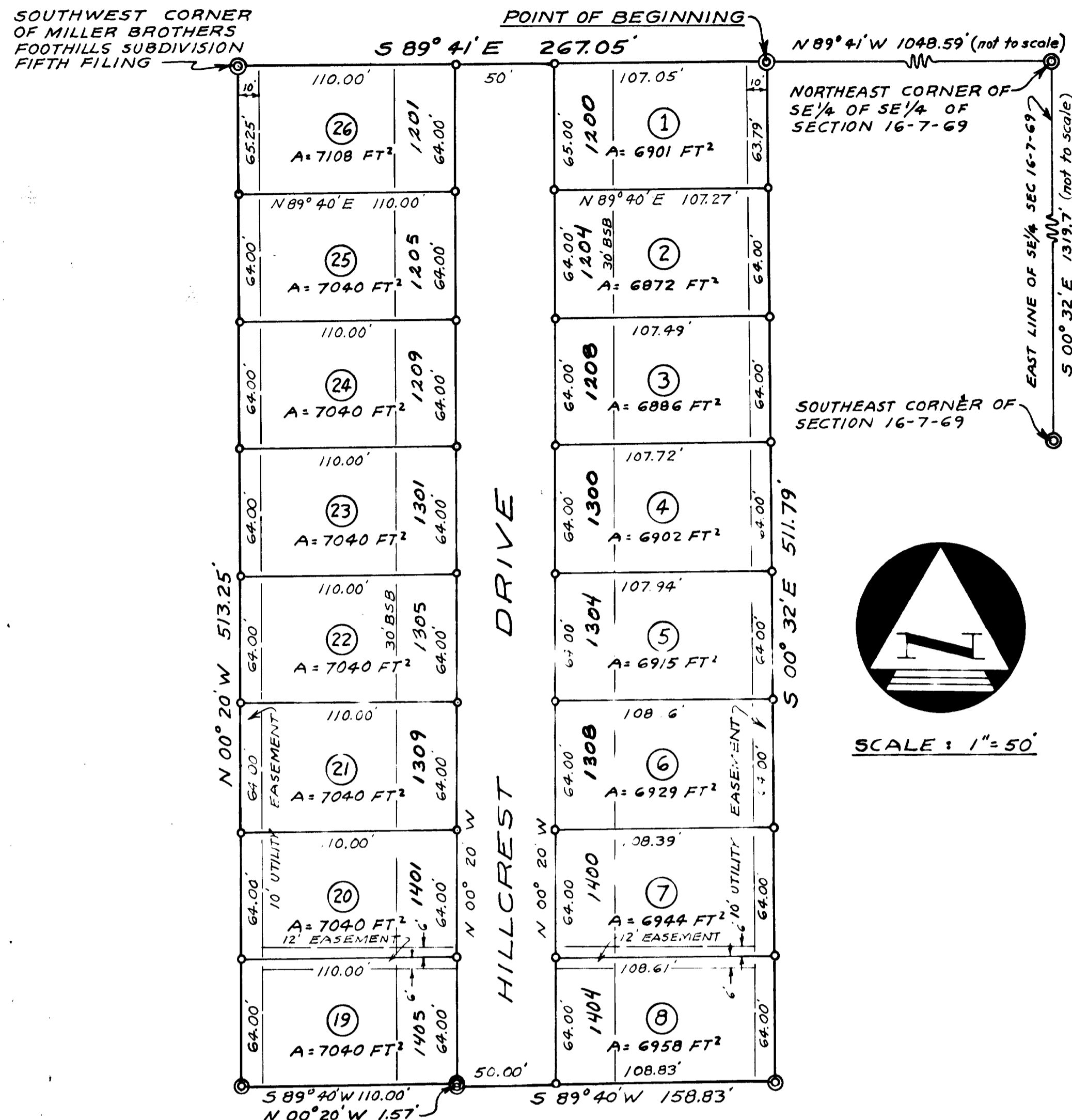


# PLAT OF THE ELLIOTT-MILLER SUBDIVISION, FIRST FILING

SITUATE IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 69 WEST, OF THE SIXTH P.M., CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO.



SCALE: 1" = 50'

## STATEMENT OF OWNERSHIP, SUBDIVISION, AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That The Elliott-Miller Construction Co., Inc., being owner of the following described land to-wit: a portion of the Southeast 1/4 of the Southeast 1/4 of Section 16, Township 7 North, Range 69 West, of the Sixth P.M., City of Fort Collins, County of Larimer, State of Colorado, which considering the East line of said Southeast 1/4 of Southeast 1/4 as bearing S 00° 32' E and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at a point which bears N 89° 41' W 1048.59 feet from the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 16, Township 7 North, Range 69 West of the Sixth P.M., and run thence S 00° 32' E 511.79 feet; thence S 89° 40' W 158.83; thence N 0° 20' W 157 feet; thence S 89° 40' W 110.00 feet; thence N 0° 20' W 515.25 feet to the Southwest corner of Miller Brothers Foothills Subdivision, Fifth Filing; thence along the South line of said Miller Brothers Subdivision S 89° 41' E 267.05 feet to the point of beginning, has caused the same to be surveyed and subdivided into lots as shown on this plat to be known as The Elliott-Miller Subdivision, First Filing and do hereby dedicate and convey for public use forever hereafter the streets as are laid out and designated on this plat, and do also hereby reserve perpetual easements for the installation and maintenance of utilities and drainage facilities as are laid out and designated on this plat.

In witness whereof the said Elliott-Miller Construction Co., Inc. hath caused its corporate name to be hereunto subscribed by its President and its corporate seal to be hereunto affixed by its Secretary this 26<sup>th</sup> day of April, A.D. 1963.  
 ELLIOTT-MILLER CONSTRUCTION CO., INC.

By Alvin L. Miller  
 Alvin L. Miller, President

Attest Enid P. Miller  
 Enid P. Miller, Secretary

State of Colorado }  
 County of Larimer } ss

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, A.D. 1963 by Alvin L. Miller, as President, and Enid P. Miller, as Secretary, of the Elliott-Miller Construction Co., Inc., a corporation.

My notarial commission expires April 13, 1965

Olive W. Faulkner  
 Notary Public

## DECLARATION OF PROTECTIVE COVENANTS:

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Elliott-Miller Construction Co., Inc., being the owner in fee simple of all lands in The Elliott-Miller Subdivision, First Filing as shown on the within plat and described in the statement thereon, do hereby establish these Protective Covenants for the benefit and protection of said Elliott-Miller Subdivision, First Filing, and of the undersigned and of each and every person hereinafter acquiring ownership of land herein.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, placed, altered or maintained on any lot in this subdivision other than single family residences and such accessory buildings as may be required for ordinary incidental use with such residences by a single family.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed, changed or altered on any lot until the construction plans and specifications and a plan showing the location of the residence, all accessory buildings and all incidental improvements have been approved by the Architectural Control Committee as to quality of workmanship and materials required, harmony of height and external design with existing and planned structures, and location of improvements with respect to lot lines, topography and finish grade elevations.
3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot of a cost of less than \$11,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The first floor living area of each residence, including open porches, car ports and garages, shall be not less than 900 square feet.
4. BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 15 feet to any side street line and no building shall be located nearer than 5 feet to an interior lot line, except that no side yard will be required for a garage or other permitted accessory building located 45 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose hereof, eaves, steps, uncovered porches or patios shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.
5. LOT AREA. No residence shall be on a lot or on parts of lots having an area of less than 6500 square feet.
6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee consists of three members, namely Alvin L. Miller, John R. Elliott and Joyce B. Elliott, all of Fort Collins, Colorado, and the decision of any two members of said Committee shall determine all questions as to the conduct of said Committee. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to appoint a successor. No committee member shall be entitled to compensation for services rendered pursuant to these covenants. The Committee's approval or disapproval of plans and specifications, as required by these covenants shall be in writing. In the event that such approval or disapproval be not made within 30 days after plans and specifications have been submitted to the Committee, or in any event, if no suit to enjoin construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully complied with.
8. TERM. 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 30 years after these covenants have been recorded, after which time they shall be automatically extended for successive periods of 10 years, unless an instrument in writing, 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.
9. ENFORCEMENT. Enforcement hereof may be had by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, to enjoin, restrain and abate the violation and to recover damages.
10. SEVERABILITY. Invalidation of any of these covenants, by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.
11. EASEMENTS. Easements for the installation and maintenance of utilities, drainage facilities and irrigation water lines, together with rights of ingress and egress for maintenance are reserved and indicated upon the within plat. No building or other structure shall be constructed, erected or placed upon any easement thus reserved except fences which shall in any event be subject to the rights of the lawful users and owners of such easements. The area within the street right-of-way between the property line and sidewalk line, the same being approximately 5 feet in width, on the most northerly and/or easterly sides of all streets shall be left clear of shrubs and trees and is hereby reserved for gas mains and other utilities and drains to serve this subdivision.
12. FENCES. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
13. 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.
14. SIGNS. No sign, of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale. Signs advertising the subdivision and signs by contractors and builders of larger dimensions than that last mentioned advertising for initial sale, properties they have built, or upon which they propose to build may be allowed for reasonable temporary periods of time suitable to the purpose to be served, in the discretion of the Architectural Control Committee.
15. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be used, kept or bred on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
16. OIL AND MINING OPERATIONS. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.
17. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from an intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained of sufficient height to prevent obstruction of such sight lines.

In witness whereof the said Elliott-Miller Construction Co., Inc. hath caused its corporate name to be hereunto subscribed by its President and its corporate seal to be hereunto affixed, attested by its Secretary, this 26<sup>th</sup> day of April, A.D. 1963.  
 ELLIOTT-MILLER CONSTRUCTION CO., INC.

By Alvin L. Miller  
 Alvin L. Miller, President

Attest Enid P. Miller  
 Enid P. Miller, Secretary

State of Colorado }  
 County of Larimer } ss

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, A.D. 1963 by Alvin L. Miller, as President, and Enid P. Miller, as Secretary, of the Elliott-Miller Construction Co., Inc., a corporation.

My notarial commission expires April 13, 1965

Olive W. Faulkner  
 Notary Public

## ENGINEER'S CERTIFICATE:

James H. Stewart, being first duly sworn on his oath, deposes and says that he is a Professional Engineer and Land Surveyor under the laws of the State of Colorado, that the survey and plat of The Elliott-Miller Subdivision, First Filing were made under his supervision, that said plat is an accurate delineation of said survey, that he has read the statements thereon, and that the same are true of his own knowledge.

James H. Stewart  
 James H. Stewart  
 Professional Engineer & Land Surveyor

Subscribed and sworn to before me this 31st day of January, A.D. 1963.

Harlem W. Gilson  
 Notary Public

My notarial commission expires January 4, 1967

APPROVED:  
 By the Planning and Zoning Board of Fort Collins, Colorado this 5<sup>th</sup> day of February, A.D. 1963.  
 By Virgil M. Hirsch  
 Secretary

APPROVED:  
 By the City Council of Fort Collins, Colorado this 7<sup>th</sup> day of February, A.D. 1963.  
 By Mrs. F. House  
 City Clerk