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-PROTECTIVE COVENANTS-

PART A -- PREAMBLE

On this fourth day of April, 1959, for the purpose of protecting the present and future property values of the properties in Smartt's Subdivision No. 7 to the City of Colorado Springs, excepting Block 7 therefrom, El Paso County, Colorado, the undersigned owners of said properties hereby place the following restrictions on the use of said properties.

PART B -- AREA OF APPLICATION

The residential area covenants in Part C in their entirety shall apply to Smartt's Subdivision No. 7 to the City of Colorado Springs, excepting Block 7 therefrom, El Paso County, Colorado.

PART C -- RESIDENTIAL AREA COVENANTS

- C-1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars.
- C-2. No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee composed of: BILLIE H. SMARTT, 14 Northgate, Colorado Springs, Colorado; EUGENE D. SMITH, 1901 South Cedar St., Colorado Springs, Colorado; and HUBERT E. INGELS, 2607 Chelton Road, Colorado Springs, Colorado.
- C-2a. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty 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.
- C-2b. 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

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C-6. Easements for installation and maintenance of utilities and drainage facilities are reserved only as shown on the recorded plat.

C-7. 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.

C-8. 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.

C-9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10. No oil drilling, oil development 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.

C-11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. 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 case of a rounded intersection corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet



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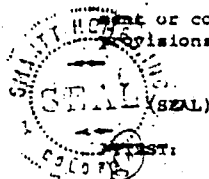
from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance, of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

-GENERAL PROVISIONS-

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 25 years from the date of these covenants for successive periods of 10 years unless an instrument signed by the then owners of the majority of the lots in said subdivision has been recorded agreeing to change said covenants in whole or in part; provided, however, that at any time hereafter the then owners of the majority of the lots in said subdivision may change, alter or amend these protective covenants in whole or in part by recording an instrument signed by the said owners and setting forth said change or amendment.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants.

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



SMARTT HOMES, Inc.

By: [Signature]  
President

[Signature]  
Secretary

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The foregoing instrument was acknowledged before me this 22 day of April, 1959, by B. R. SMARTT, president, and EUGENE D. SMITH, secretary of SMARTT HOMES, Inc., a Colorado corporation.

Witness my hand and notarial seal.

[Signature]  
Notary Public

