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-AMENDMENT TO PROTECTIVE COVENANTS-

FEB 11 1960

WHEREAS, on April 2, 1959, Smartt Homes, Inc., a Colorado Corporation, recorded Protective Covenants concerning Smartt's Subdivision No. 7 to the City of Colorado Springs, El Paso County, Colorado, excepting Block 7 therefrom, and which appear in Book 1736 at Page 145 of the Records of El Paso County, and

WHEREAS, on September 14, 1959, Smartt Homes, Inc., Custom Contracting Co., Pikes Peak Development Co., Art Development, Inc., Art Homes, Inc. and David Flores recorded an amendment to the aforementioned Protective Covenants, said named persons being the owners of the majority of the lots in Smartt's Subdivision No. 7 to the City of Colorado Springs, wherein said Protective Covenants were amended in accordance with said Protective Covenants, to further exclude from said Protective Covenants and Area of Application, Lots 1 through 5, inclusive, Block 6, and part of Block 10 in said Smartt's Subdivision No. 7 to the City of Colorado Springs.

WHEREAS, the undersigned owners of the majority of the lots in Smartt's Subdivision No. 7 to the City of Colorado Springs, El Paso County, Colorado, desire to further amend and modify in accordance with said covenants said Protective Covenants and Amendment to Protective Covenants, and to further exclude from said Protective Covenants and Amendment to Protective Covenants and Area of Application, all of Block

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10 in Smartt's Subdivision No. 7 to the City of Colorado Springs, El Paso County, Colorado.

10 in Smartt's Subdivision No. 7 to the City of Colorado Springs, El Paso County, Colorado.

NOW, THEREFORE, the undersigned, being the owners of the majority of the lots in Smartt's Subdivision No. 7 to the City of Colorado Springs, El Paso County, Colorado, which are subject to Protective Covenants, do hereby amend and modify said Protective Covenants and Amendment to Protective Covenants to be and read as follows:

PART A -- PREAMBLE

"On this 2nd 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 Lots 1 to 5, inclusive, in Block 6, all of Block 7, and all of Block 10 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 Lots 1 to 5, inclusive, in Block 6, all of Block 7, and all of Block 10 therefrom, El Paso County, Colorado."

DATED at Colorado Springs, Colorado, this 12<sup>th</sup> day of February, A. D. 1960.



Secretary

SMARTT HOMES, INC.  
a Colorado corporation

BY: [Signature]  
President

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[Signature]  
Secretary

CUSTOM CONTRACTING CO.  
a Colorado corporation

BY: [Signature]  
President



[Signature]  
Secretary

SMARTT TOWN AND COUNTRY, INC.  
a Colorado corporation

BY: [Signature]  
President

DAVID FLORES  
an individual

BY: [Signature]

STATE OF COLORADO )  
  ) ss.  
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 12 day of February, 1960, by [Signature] president, and [Signature] secretary of Smartt Towns, Inc., a Colorado corporation; by [Signature] president, and [Signature] secretary of Custom Contracting Co., a Colorado corporation; by [Signature] president, and [Signature] secretary of Smartt's Town and Country, Inc., a Colorado corporation; and by [Signature] individual.

Witness my hand and notarial seal.

My Commission expires 11.22.1962



[Signature]  
Notary Public