PART A -- PREAMBLE

on this day of April, 1959, for the purpose of protecting the present and return property values of the properties in Smartt's Subdivis on No. 7 to the City of Colorado Springs, excepting Block 7 therefores, El Pago County, Colorado, the undersigned owners of said properties hereby place the following restrictions in 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, 21 Paso County, Colorado.

PART C -- RESIDENT LAL AREA COVENAUTS

C-1. No. lot shall be used except for residential purposes. No building shall be ere ted eltered, placed or be permitted to remain on any of 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 M. SYARTT, 14 Northgate; Colorado Springs; Colorado; EUGENE D. SMITH, 1901 South Codar 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 substitud 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-Zb. 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 ramaining members shall have full authority to designate a successor. Meither

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the members of the committee, nor its designates representative shall be entitled to any compensation for services performed pursual to this covenant. 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 this membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

C-3. No dwelling shall be permitted on any lot at a cost of less than \$8,50).00 based upon cost levels prevailing on the date these coverants are recorded, it being the intention and purpose of the covenants 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 ground floor area of the main structure, exclusive of one-story open purches and garages, shall be no less than 850 square feet for one-story dwelling, nor less than 700 square feet for a swelling of more than one story.

C-4. No buildings shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building sutback lines shown in city zoning ordinance. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line. No building shall be located nearer than 5 feet to an interior lot line, except that 2 feet side yard shall be the minimum requirement for a garage or other permitted accessory building located 30 feet or more from the minimum building set back line.'

No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line nor nearer than 15 feet to any side street line. For the purposes of this covenant, eaves, steps and open provided however, that this shall not be construed to pirmit any portions of a building, on a lot to encroach upon another. A lot for the purposes of these covenants shall be considered as meaning a building site which is owned in its entirety by one owner or owners with joint or common ownership in the entire building site.

C-5. No dwelling shall be elected or placed on any lot having a width of leas than 50 feet at the minimum building setback line or shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet.

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C-6. Easements for installation and maintenance of utilities and drainage (aculities 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 appropriate 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. Mo 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 adverticing 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, cil 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 gasshall be erected, maintained or permitted upon any lot.

C-11. We 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 property 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. To 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 sightlines.

-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 adjority 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 judgmat or court order shall in no wise affect any of the other Sylmions which shall remain in full force and effect.

SMARTT HOMES, Inc.

By BAma President

Secretary

STATE OF COLORADO) COUNTY OF EL PASO)

(SEAL)

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The foregoing instrument was acknowledged before me this 2 day of April, 1959, by B. H. SMARTT, president, and EUGEME D. SMITH, secretary of SPARTT HOMES, Inc., a Colorado corporation.

Witness my hand and notarial seal.

Hotary Public

TO 11 CO. OF CO. OF 1982 U B My Commission expires: