

## PROTECTIVE COVENANTS

## STRATMOOR VILLAGE AND STRATMOOR VILLAGE NO. 1

The following restrictive Covenants which shall run with the land are hereby made, incorporated as a part of, and declared to be a condition and integral part of every conveyance hereafter executed and delivered by STRATMOOR DEVELOPMENT CO. INC., owner in fee simple, pertaining to Stratmoor Village, a legal subdivision of that portion of the East  $\frac{1}{2}$  of Section 5, township 15, South and the Northwest  $\frac{1}{4}$  of Section 4, township 15 South, all in range 66 West of the 6th P. M., Plat of which is duly recorded in Plat Book B-2 at Page 17 of the Clerk and Recorder of El Paso County, Colorado; and Stratmoor Village No. 1, (except Block 7) a legal subdivision of that portion of the East  $\frac{1}{2}$  of Section 5, township 15 South, and the Northwest  $\frac{1}{4}$  of Section 4, township 15 South, all in Range 66 West of the 6th P. M., Plat of which is duly recorded in Plat Book B-2 at Page 18 of the Clerk and Recorder of El Paso County, Colorado.

1. Acceptable building sites will have a lot area of at least 5000 square feet and a width of not less than fifty (50) feet at the front building set-back line.

2. No lot shall be used except for residential purposes, public or private Schools, Churches, and Community buildings, not to exceed two (2) stories in height, and a private garage for not more than two (2) cars.

(a) No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that 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 porches and garages, shall not be less than 1,000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story. The exterior walls of the ground floor shall be faced with fifty (50%) per cent brick or stone exclusive of openings.

(b) Roofs shall be pitched not less than two (2) inches to each twelve (12) inches and not more than eight (8) inches to each twelve (12) inches.

3. No building shall be located on any lot in said plat nearer than twenty-five (25) feet to the front lot line, no nearer than fifteen (15) feet to any side street line. No building, except a detached garage located not less than fifty (50) feet from the front lot line, shall be located nearer than five (5) feet from the side lot line on such lot, and no dwelling unit or attached appurtenances shall be erected on any lot nearer than twenty-five (25) feet from the rear lot line.

4. No trailer, basement, tent shack, garage, barn or other building erected on such lots shall at any time be used for residence purposes temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. 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.

6. No fence or other obstruction exceeding two (2) feet in height shall be erected in front of the building set-back line.

7. No house trailers shall be parked on said lot.

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8. No nuisance or noxious, offensive, odorous, or unusually noisy or annoying activity shall be carried on upon said premises.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear six (6) feet of each lot.

10. All buildings in the platted area shall conform to existing zoning and subdivision regulations as applied by local authorities wherever the same are more restricted than the requirements set forth by these covenants.

11. 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 sixteen (16) 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.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.

13. 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.

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

15. No building shall be erected, placed or altered on any building lot in this subdivision included in the description given in the foregoing paragraphs until the building plans, specifications and plot plan showing the locations of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of F. W. Ericson, S. D. LaShelle, and T. A. Reaney. The addresses of said committee are as follows;

F. W. Ericson, 216 Crestridge Ave., Colorado Springs, Colorado  
S. D. LaShelle, 116 Chamberlin Ave., Colorado Springs, Colorado  
T. A. Reaney, 1515 Winfield Ave., Colorado Springs, Colorado

In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to designate a successor. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. A Majority of the committee may designate a representative to act for it. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument in writing to change the membership of the committee or to withdraw from the committee

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or restore to it any of its powers and duties. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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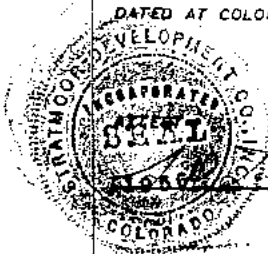
16. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part.

17. The Grantor reserves the right to enter any part of said premises for the purpose of constructing, repairing or maintaining pipe lines, electric lines, or any other utility now on, or at any time placed upon said premises; provided, however, the said Stratmoor Development Co., Inc., shall leave said premises in as good condition as before such entry.

18. If any portion of these restrictive Covenants is held invalid by a Court having jurisdiction, such order shall not effect any of the other provisions hereof and same shall remain in full force and effect.

DATED AT COLORADO SPRINGS, COLORADO this 8th day of February, 1960.

STRATMOOR DEVELOPMENT CO., INC.,



*[Signature]*  
Secretary

*[Signature]*  
President

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AMENDMENT TO  
PROTECTIVE COVENANTS  
STRATMOOR VILLAGE AND STRATMOOR VILLAGE No. 1

The Protective Covenants affecting STRATMOOR VIL-  
LAGE and STRATMOOR VILLAGE No. 1, filed of record in Book  
1791 at Page 70 of the records of the Clerk and Recorder of  
El Paso County, Colorado, are hereby amended by the below  
named persons being all of the parties owning or having any  
interest in the lands affected, as follows:

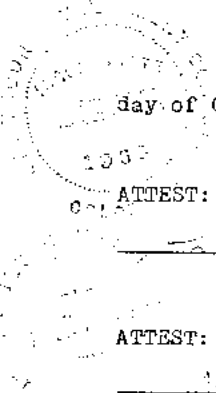
Clause 2(b) is amended to read:

"(b) Roofs shall be pitched not more  
than eight (8) inches to each twelve (12)  
inches."

A further paragraph to said amended Protective  
Covenants, to be designated as paragraph 19, is added as  
follows:

"19. No water wells or wells of any  
type shall be drilled on any lot."

DATED at Colorado Springs, Colorado, this 19<sup>th</sup>  
day of October, 1960.



ATTEST:

[Signature]  
Secretary

STRATMOOR DEVELOPMENT Co., Inc.

By: [Signature]  
President

ATTEST:

[Signature]  
Secretary

FAMILY HOMES, Inc

By: [Signature]  
President

[Signature]  
Everett M. Lentz

[Signature]  
Aleta J. Lentz

[Signature]  
Kelly E. Askew

[Signature]  
Georgia Ann Askew

Received at 10<sup>20</sup> o'clock A. M. JUN 14 1962  
Reception No. 240551 HARRIET BEALS

BOOK 1914 PAGE 141

RESTRICTIVE COVENANTS

The following restrictive Covenants which shall run with the land are hereby made, incorporated as a part of, and declared to be a condition and integral part of every conveyance hereafter executed and delivered by ATHERTON REAL ESTATE CO., INC. and THE STRATTON DRIVE ESTATES COMPANY pertaining to that portion of the East 1/2 of Section 5, Township 15 South, Range 62 West of the 6th P. M., described as follows: Beginning at the Northwest corner of Block 1 of the Stratton Village No. 1 as recorded in Plat Book 8-2 of Page 16 of the records of El Paso County, Colorado; thence on the Northernly boundary line of said Stratton Village No. 1 as follows: Easterly 150.72 feet to intersect with a curve having a radius of 132 feet; thence Northernly and Easterly on the arc of said curve a distance of 30.11 feet to a point of tangency; thence Easterly on the tangent to said curve a distance of 111.43 feet to a boundary corner common to said Stratton Village No. 1 and Stratton Village as recorded in Plat Book 8-2 at Page 17 of the records of the County aforesaid; thence leaving the Northernly boundary line of said Stratton Village No. 1 and on the boundary line of said Stratton Village as follows: S30th Easterly on the arc of a curve having a radius of 132 feet a distance of 30.11 feet; thence Easterly on the Northernly line of Lot 25 in Block 7 of said Stratton Village a distance of 157.48 feet; thence angle left 90° 00' Northernly on the Easterly line of said Block 7 and the Northernly extension thereof to intersect with the South Easterly boundary line of Stratton Hills Addition No. 1 as recorded in Plat Book 2 of Page 16 of the records of the County aforesaid; thence angle left Northwesterly on said South Easterly boundary line to the extreme Southwesterly corner thereof; thence angle left Southerly on the Southerly extension of the Easterly line of said Stratton Hills Addition No. 1 to the point of beginning.

1. Acceptable building sites will have a lot area of at least 5000 square feet and a width of not less than fifty (50) feet at the front building set-back line.

2. No lot shall be used except for residential purposes, public or private schools, churches, recreation facilities, or structures required by special districts serving the Stratton Hills area, and Community buildings, not to exceed two (2) stories in height, and a private garage for not more than two (2) cars.

(3) No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that the same or better than that which can be produced on the lots 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 porches and garages, shall not be less than 1,000 square feet for a one-story dwelling, or less than 800 square feet for a dwelling of more than one story. The exterior walls of the ground floor shall be faced with fifty (50%) per cent brick or stone exclusive of openings.

3. No building shall be located on any lot in said plat nearer than twenty-five (25) feet to the front lot line, no nearer than fifteen (15) feet to any side street line. No building, except a detached garage located not less than fifty (50) feet from the front lot line, shall be located nearer than five (5) feet from the side lot line on such lot, and no dwelling unit or attached apartments shall be erected on any lot nearer than twenty-five (25) feet from the rear lot line.

4. No trailer, base unit, tent shack, garage, barn or other building erected on such lots shall at any time be used for residence purposes temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. 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.

6. No fence or other obstruction exceeding two (2) feet in height shall be erected in front of the building setback line.

7. No house trailers shall be parked on said lot.

8. No nuisance or noxious, offensive, odorous, or unusually noisy or annoying activity shall be carried on upon said premises.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear six (6) feet of each lot.

10. All buildings in the platted area shall conform to existing zoning and subdivision regulations as applied by local authorities whenever the same are more restricted than the requirements set forth by these covenants.

11. 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 sixteen (16) 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.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.

13. 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 clean and sanitary condition.

14. 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 with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. No building shall be erected, placed or altered on any building lot in this subdivision included in the description given in the foregoing paragraphs until the building plans, specifications and plot plan showing the locations of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with

respect to topography and finished ground elevation by a committee composed of F. W. Ericson, S. D. LaShelle, and T. A. Reaney. The addresses of said committee are as follows:

- F. W. Ericson, 216 Cresridge Ave., Colorado Springs, Colorado
- S. D. LaShelle, 446 Chamberlin Ave., Colorado Springs, Colorado
- T. A. Reaney, 1515 Winfield Ave., Colorado Springs, Colorado

In the event of the death or resignation of any member of said committee, the remaining members shall have full authority to designate a successor. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. A majority of the committee may designate a representative to act for it. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument in writing to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

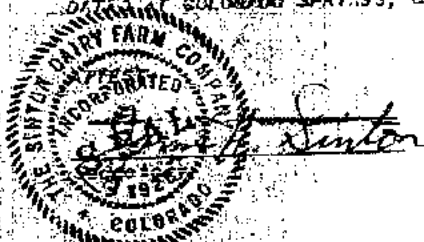
16. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part.

17. The Grantor reserves the right to enter any part of said premises for the purpose of constructing, repairing or maintaining pipe lines, electric lines, or any other utility now on, or at any time placed upon, said premises; provided, however, the said Stratneor Development Co., Inc., shall leave said premises in as good condition as before such entry.

18. If any portion of these restrictive Covenants is held invalid by a Court having jurisdiction, such order shall not effect any of the other provisions hereof and same shall remain in full force and effect.

WITNESSED and SUBSCRIBED SPRINGS, COLORADO this 5th day of June, 1952.

THE WHITE DAIRY FARM COMPANY



*[Signature]*  
President

STRATNEOR DEVELOPMENT CO., INC.



*[Signature]*  
President