

## **Our Rustic Hills Covenants from the 1960s, Still in Force**

### **There Are Three Sets - You Need to Know Yours!**

If you have a question about protective covenants in our neighborhood, please consult the set you received when purchasing your property.

Our neighborhood has three sets of covenants: one for Rustic Hills Filing No.1, one for Subdivision 2, Filing No. 1, and one for Subdivision 2, Filing No. 2.

Filing 1 consists of the lots that are larger than two acres. Filing two includes the westernmost and central one-acre lots. Subdivision #2, Filing No. 2, generally consists of the two dozen easternmost one-acre lots, on Bent Bar, Brady Road and Constitution Court.

Key differences seem to be in the size of the dwelling required, the size of the garage allowed (2 cars versus 3), and the requirement to allow easements for bridle paths.

The one that applies to you depends on where you live!

(For historical information only. Please check your own copy for possible updated information.)

**PROTECTIVE COVENANTS (1961 version)  
RUSTIC HILLS, FILING NO. 1**

**PART A – PREAMBLE**

On this 30th day of June, 1961, for the purpose of protecting the present and future property values of the properties in Rustic Hills, Filing NO. 1, 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 Rustic Hills, Filing No. 1, 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; providing, however, that any other building or type of building may be permitted providing that written consent there-to shall have been obtained from the architectural and building control committee hereinafter set forth.

C-2. No building, structure or fences 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 and building control committee composed of: BILLIE H. SMART, 14 Northgate, Colorado Springs, Colorado; MARK WILD, Route 1, Colorado Springs, Colorado; CECIL MCKISSICK, 1020 North Farragut, Colorado Springs, Colorado. [C-2 has been amended to read CHARLES M. DOUGHREY, 2115 Payton Circle, Colorado Springs, Colorado, as a member of the architectural and building control committee]

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-3. 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. In the event that the remaining member or members do not appoint successors, or in the event that all of said members shall die, then any landowner residing in the area covered by these protective covenants may petition either the district or the county court in El Paso County, Colorado. For appointment of successors. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C-3. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants 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 porches and garages, shall be no less than 1,400 square feet.

C-4. No building shall be located on any lot nearer than 25 feet to the front or rear lot lines and nearer than 15 feet to the side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portions of a building on a lot to encroach upon another. A lot for the purpose 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 erected or places on any lot having a width of less than 200 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 90,000 square feet.

C-6. Easements for installation of utilities are reserved as shown on the recorded plat and on, over, under a ten foot strip of land on each side of each rear lot line and side lot line, excepting any lot lines which are adjacent to streets.

C-7. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which 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 on 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, excepts that dogs, cats, horses, 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. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the El Paso County Health Authority. Approval of such systems shall be obtained from such authority.

C-14. No trees shall be removed from any lot which are over three inches in diameter or over ten feet in height without first receiving written approval of the architectural and building control committee aforesaid.

C-15. 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. 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.

C-16. Land Near Parks and Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

#### 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, excepting that the architectural and building control committee and its powers and obligations can only be removed or changed by an instrument signed in writing by the entire owners of the lots in said subdivision.

Enforcement shall be by proceedings at law 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'S TOWN & COUNTRY, INC.

(signed) B. H. Smartt, President

[witnessed, notarized, etc.]

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**PROTECTIVE COVENANTS (as adopted and twice amended in 1963)  
RUSTIC HILLS SUBDIVISION 2**

**PART A – PREAMBLE**

On this 21 day of March, 1963, for the purpose of protecting the present and future property values of the properties in RUSTIC HILLS SUBDIVISION NO.2, 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 Rustic Hills Subdivision No. 2, 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 three cars; providing, however, that any other building or type of building may be permitted providing that written consent there-to shall have been obtained from the architectural and building control committee hereinafter set forth.

C-2. No building, structure or fences 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 and building control committee composed of: [The following list incorporated by amendment dated September 7, 1966] B.H. Smart, 14 Northgate, Colorado Springs, Colorado; Cecil J. McKissick, 1020 North Farragut, Colorado Springs, Colorado; Roger Lane, 2018 Prong Horn Lane, Colorado Springs.

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. In the event that the remaining member or members do not appoint successors, or in the event that all of said members shall die, then any landowner residing in the area covered by these protective covenants may petition either the district or the county court in El Paso County, Colorado, for appointment of successors. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C-2c. No water wells shall be constructed or permitted on any lot unless written approval thereof shall be obtained from the committee.

C-3. [As amended December 27, 1963] No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants 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 living area of the house, exclusive of porches and garages, shall be no less than 1,450 square feet, and said living area may be on one or more floors in the event the house shall be a multi-level or split-level house.

C-3a. The conditions set forth in paragraph 3-c above shall be applicable to each one acre lot except that no dwelling shall be permitted on any one acre lot at a cost of less than \$13,000.00 and shall be no less than 1200 square feet for a dwelling of more than one story.

C-4. No building shall be located on any lot nearer than 25 feet to the front or rear lot lines and nearer than 15 feet to the side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portions of a building on a lot to encroach upon another. A lot for the purpose 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 erected or placed on any lot having an area of less than 35,000 square feet.

C-6. Easements for installation and maintenance of utilities and for bridle paths are reserved as shown on the recorded plat and on, over, under a ten-foot strip of land on each side of each rear lot line and side lot line, excepting any lot lines which are adjacent to streets.

C-7. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which 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 on 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, excepts that dogs, cats, horses, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose; a stable for horses shall be permitted providing placement and construction is approved by architectural control committee.

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. 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.

C-14. No trees shall be removed from any lot which are over three inches in diameter or over ten feet in height without first receiving written approval of the architectural and building control committee aforesaid.

#### 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, excepting that the architectural and building control committee and its powers and obligations can only be removed or changed by an instrument signed in writing by the entire owners of the lots in said subdivision.

Enforcement shall be by proceedings at law 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'S TOWN & COUNTRY, INC.

(signed) B. H. Smartt, President

[witnessed, notarized, etc.]

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**PROTECTIVE COVENANTS (1966 version)  
RUSTIC HILLS SUBDIVISION 2, FILING NO. 2**

**PART A – PREAMBLE**

On this 29th day of June, 1966, for the purpose of protecting the present and future property values of the properties in RUSTIC HILLS SUBDIVISION NO.2, FILING NO. 2, 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 Rustic Hills Subdivision No. 2, Filing No. 2, 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 three cars; providing, however, that any other building or type of building may be permitted providing that written consent there-to shall have been obtained from the architectural and building control committee hereinafter set forth.

C-2. No building, structure or fences 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 and building control committee composed of: B.H. SMART, 14 Northgate, Colorado Springs, Colorado; DOROTHY BOWSER, 3025 Pennsylvania Avenue, Colorado Springs, Colorado; H.H. McKNIGHT, 123 N. Hayman, 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. In the event that the remaining member or members do not appoint successors, or in the event that all of said members shall die, then any landowner residing in the area covered by these protective covenants may petition either the district or the county court in El Paso County, Colorado, for appointment of successors. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

C-2c. No water wells shall be constructed or permitted on any lot unless written approval thereof shall be obtained from the committee.

C-3. No dwelling shall be permitted on any lot at a cost of less than \$13,000.00 based upon cost levels prevailing on the date these covenants 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 porches and garages, shall be no less than 1,250 square feet for a dwelling of more than one story.

C-4. No building shall be located on any lot nearer than 25 feet to the front or rear lot lines and nearer than 15 feet to the side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portions of a building on a lot to encroach upon another. A lot for the purpose 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 area.

C-5. No dwelling shall be erected or placed on any lot having an area of less than 35,000 square feet.

C-6. Easements for installation and maintenance of utilities and for bridle paths are reserved as shown on the recorded plat and on, over, under a ten foot strip of land on each side of each rear lot line and side lot line, excepting any lot lines which are adjacent to streets.

C-7. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which 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 on 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, horses, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose; a stable for horses shall be permitted providing placement and construction is approved by architectural control committee.

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. 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.

C-14. No trees shall be removed from any lot which are over three inches in diameter or over ten feet in height without first receiving written approval of the architectural and building control committee aforesaid.

#### 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, excepting that the architectural and building control committee and its powers and obligations can only be removed or changed by an instrument signed in writing by the entire owners of the lots in said subdivision.

Enforcement shall be by proceedings at law 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 DEVELOPMENT CORP.

(signed) B. H. Smartt, President

[witnessed, notarized, etc.]