

CCVS Covenants per filing as of June 27, 2018

Covenant Verbiage	
1	<p>LAND USE AND BUILDING TYPE: No building site shall be used except for residential purposes. No building shall be erected, altered or placed or permitted to remain upon any building site other than detached single family dwellings not to exceed two (2) stories in height and a private garage to accommodate not more than three (3) cars.</p>
2	<p>ARCHITECTURAL CONTROL: No building, fence, wall or other structure shall be erected, placed or altered on any building site until the construction plans and specifications showing the kind, shape, height, materials, floor plans, exterior color scheme, landscaping and grading plan, and a plot plan with the location of the structure have been submitted to and approved in writing by the Architectural Control Committee as to the quality of and as to location with respect to topography and effect on the outlook from adjacent neighboring building sites, and finish grade elevation. No fence or exterior wall shall be erected, placed or altered on any building site nearer to any street than the minimum building setback line, as provided by law, or exceeding forty-two (42) inches in height unless similarly approved. Approval shall be as provided in paragraph 16 hereof.</p>
3	<p>DWELLING COST:</p> <p>Filing 8: Quality and Size: No dwelling shall be permitted on any building site as a cost of less than \$25,000.00 based on cost levels prevailing on the date these Protective Covenants are recorded. It being the intention and purpose of this Covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date that these Protective Covenants are recorded at the minimum permitted dwelling size. The ground floor area of the Main structure, exclusive of one story open porches and garages, shall be not less than 1,000 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.</p> <p>Filing 9: Quality and Size: No dwelling shall be permitted on any building site as a cost of less than \$25,000.00 based on cost levels prevailing on the date these Protective Covenants are recorded. It being the intention and purpose of this Covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date that these Protective Covenants are recorded at the minimum permitted dwelling size. The ground floor area of the Main structure, exclusive of one story open porches and garages, shall be not less than 1,100 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.</p> <p>Filing 10: Quality and Size: No dwelling shall be permitted on any building site as a cost of less than \$25,000.00 based on cost levels prevailing on the date these Protective Covenants are recorded. It being the intention and purpose of this Covenant to secure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date that these Protective Covenants are recorded at the minimum permitted dwelling size. The ground floor area of the Main structure, exclusive of one story open porches and garages, shall be not less than 1,100 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.</p> <p>Filing 11: Quality and Size: No dwelling shall be permitted on any building site as a cost of less than \$35,000.00 based on cost levels prevailing on the date these Protective Covenants are recorded. It being the intention and purpose of this Covenant to secure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date that these Protective Covenants are recorded at the minimum permitted dwelling size. The ground floor area of the Main structure, exclusive of one story open porches and garages, shall be not less than 1,100 square feet for a one story dwelling, nor less than 700 square feet for a dwelling of more than one story.</p> <p>Filing 12: see filing 10</p> <p>Filings 13 and 14: see filing 11</p>
4	<p>BUILDING LOCATION:</p> <p>Filing 8: No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat and as provided by law. In any event, no building shall be located on any building site nearer than that which is permitted by applicable law; or twenty (20) feet to the front lot line; or nearer than that which is permitted by applicable law or ten</p>

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	<p>(10) feet to any side street line. No building shall be located nearer than that which is permitted by applicable law or five (5) feet to an interior building site line. No dwelling shall be located on any interior building site nearer than that which is permitted by applicable law or twenty (20) feet to the rear lot line. For the purpose of this Covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building site to encroach upon another building site as platted in the Subdivision.</p> <p>Filings 9 and 10: No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat and as provided by law. In the event, no building shall be located on any building site nearer than that which is permitted by applicable law; or twenty (20) feet to the front lot line; or nearer than that which is permitted by applicable law or ten (10) feet to any side street line. No building shall be located nearer than that which is permitted by applicable law or five (5) feet to an interior building site line. No dwelling shall be located on any interior building site nearer than that which is permitted by applicable law or twenty (20) feet to the rear lot line. For the purpose of this Covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building site to encroach upon another building site as platted in the Subdivision.</p> <p>Filings 11, 12: see filing 8</p> <p>Filings 13, 14: No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat and as provided by law. In any event, no building shall be located on any building site nearer than that which is permitted by applicable law; or twenty (20) feet to the front lot line; or nearer than that which is permitted by applicable law or ten (10) feet to any side street line. No building shall be located nearer than that which is permitted by applicable law or five (5) feet to an interior building site line. No dwelling shall be located on any interior building site nearer than that which is permitted by applicable law or twenty (20) feet to the real lot line. For the purpose of this Covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building site to encroach upon another building site as platted in the Subdivision.</p>
5	<p>LOT AND AREA WIDTH:</p> <p>Filing 8: No dwelling shall be erected or placed on any building site having a width less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having an area less than 6,000 square feet.</p> <p>Filing 9: No dwelling shall be erected or placed on any building site leaving a width less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having an area less than 6,000 square feet.</p> <p>Filing 10: No dwelling shall be erected or placed on any building site leaving a width less than fifty (50) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having an area less than 5,000 square feet.</p> <p>Filing 11: No dwelling shall be erected or placed on any building site leaving a width less than seventy (70) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having an area less than 7,000 square feet.</p> <p>Filing 12: see filing 9</p> <p>Filings 13 and 14: see filing 11</p>
6	<p>EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of the Subdivision and over the rear and side lot lines as shown on the recorded Plat of the Subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in or stemming from said easements. However, the easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.</p>
7	<p>NUISANCE: The owner of any building site shall not suffer or permit any noxious or offensive activity to be</p>

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	conducted or carried on or practiced thereon or within any residence or dwelling or accessory building constructed thereon or otherwise used or employed for any other purpose that will constitute an annoyance to the neighborhood or a nuisance as provided by law or that will detract from the residential value, reasonable enjoyment and quality of the premises within the Subdivision.
8	TEMPORARY STRUCTURES: No portion of any building or basement or garage shall be occupied as living quarters prior to the completion of the construction of the entire building, and any building must be fully completed within one (1) year following the commencement of work thereon. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any building site at any time as a residence either temporarily or permanently.
9	SIGNS: No signs of any kind shall be displayed to the public view on any building site except signs used by the builder, developer or its authorized designees to advertise the property during the construction and sales period, and one (1) sign of not more than five (5) square feet advertising any property for sale or rent shall be authorized.
10	OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any building site. No derrick or other structure designed for use in boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon any building site. The foregoing restriction shall apply equally to any equipment or activities connected with the drilling and permanent placement of wells used to secure water.
11	LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, save and except that domesticated dogs, cats or other common household pets may be kept so long as they are not kept, bred or maintained for any commercial purposes. (Labeled as #12 in Filing 10)
12	GARBAGE AND REFUSE DISPOSAL: No building site shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rather, said items shall be kept in approved sanitary containers on the sites or by the person or persons desiring to dispose of same so long as they in no way interfere with the overall beauty and reasonable enjoyment of the other owners of property within the Subdivision. No exterior incinerators shall be permitted and other equipment for the lawful storage or disposal of such material shall be kept in a clean and sanitary condition. (Labeled as #11 in Filing 10)
13	COMMERCIAL USAGE: No business building, machine shop or other industrial structure or building devoted to commercial or public enterprise shall be erected on any part of the subject building sites, and no business shall be conducted or carried on or be practiced upon such building sites or within any residence or dwelling or accessory building constructed thereon except that temporary buildings may be erected and used by Park Vista, Inc., or its designees for use in developing the subject Subdivision. [Park Vista, Inc. replaced by Golden Key Homes Bldg, Corp. in Filings 9-13 and by IRFLOR, Inc. in Filing 14]
14	SITE DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting shall obstruct site lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner building site within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) 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 site line limitation shall apply to any building site within ten (10) feet 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 site lines. It is expressly understood that the foregoing provisions to the contrary notwithstanding shall first be controlled by applicable law, if there be any in existence.
15	ARCHITECTURAL CONTROL COMMITTEE AND MEMBERSHIP: Filings 8 and 9: The Architectural Control Committee is composed of MICHAEL K. COOPER, 3605 South Tamarac Street, Denver, Colorado; GARY COOPER, 10521 East Dorado Avenue, Englewood, Colorado; and RICHARD COOPER, 10521 East Dorado Avenue, Englewood, Colorado. 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

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	<p>Committee, the remaining members shall have full power and authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At anytime, the record owners of a majority of the lots within the subject Subdivision shall have the power through a duly written instrument to change the membership of this Committee or to withdraw from the Committee or restore it to any of its powers and duties.</p> <p>Filing 10: The Architectural Control Committee is composed of MICHAEL K. COOPER, 3605 South Tamarac Street, Denver, Colorado; GARY COOPER, 3605 South Tamarac Street, Denver, Colorado; and RICHARD COOPER, 3605 South Tamarac Street, Denver, Colorado. 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 power and authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, the record owners of a majority of the lots within the subject Subdivision shall have the power through a duly written instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any of its power and duties.</p> <p>Filing 11: (revised via amendment) The Architectural Control Committee ('ACC*') shall consist of two or more members of the Board of Directors of the Cherry Creek Vista South Homeowners Association ('CCVSHOA') along with one or more homeowner(s) of Cherry Creek Vista Filing 11, who shall be selected by the CCVSHOA. In the event of resignation of said Filing 11 homeowner(s), the CCVSHOA shall have the power to appoint a replacement ACC member with another homeowner living within Filing 11. In the event of resignation by the members) of the CCVSHOA from the ACC for Filing 11, the CCVSHOA shall have the power to appoint a replacement ACC member from the Board of Directors. In the event the CCVSHOA fails to appoint a replacement member(s), then the Filing 11 resident member shall have the power to appoint two replacement individuals, who are Filing 11 homeowners, to serve as ACC Board members. Neither the members of the ACC. nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time the record owners of a majority of the lots within tue subject subdivision shall have the power through a duly written instrument to change the membership of the ACC for Filing 11 or to withdraw from the ACC or to restore it to any of its powers or duties.</p> <p>Filing 12: see Filing 10</p> <p>Filing 13: The Architectural Control Committee is composed of MICHAEL K. COOPER, GARY COOPER and RICHARD COOPER all located at 3605 South Tamarac, Denver, Colorado 80237. 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 power and authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, the record owners of a majority of the lots within the subject Subdivision shall have the power through a duly written instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any of its power and duties.</p> <p>Per vote on January 1, 1993, Fifty-One (51) out of the Ninety-Five (95) property owners of Cherry Creek Vista Filing No. 13 approved by written ballot that CCVSHOA be vested with the authority of the Architectural Control Committee pursuant to the Declarations Of Covenants, Conditions And Restrictions stated hereinabove.</p> <p>Filing 14: The Architectural Control Committee is composed of MICHAEL K. COOPER, GARY COOPER and RICHARD COOPER all located at 3605 South Tamarac, Denver, Colorado 80237. 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 power and authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, the record owners of a majority of the lots within the subject Subdivision shall have the power through a duly written instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any of its power and duties.</p> <p>Per vote on May 17, 1993, Twenty Six (26) out of Fifty-One (51) property owners of Cherry Creek Vista Filing No. 14 approved by written ballot that CCVSHOA be vested with the authority of the Architectural Control Committee pursuant to the Declarations Of Covenants, Conditions And Restrictions stated hereinabove.</p>

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16	<p>ARCHITECTURAL CONTROL COMMITTEE PROCEDURE:</p> <p>Filings 8, 9, 10: The Committee's approval or disapproval as required by these Protective Covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) 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.</p> <p>Filing 11: The ACC's approval or disapproval as required by these protective covenants shall be in writing. In the event the ACC or its designated representative(s) fails to approve or disapprove within sixty (60) days after written plans and specifications have been submitted to it, then approval will not be required and the covenants shall be deemed to have been fully complied therewith. Plans are considered submitted upon receipt by CCVSHOA at the following address: CCVSHOA, P.O. Box 9125, Englewood, Colorado 80111. In the event of a violation of ACC requirements, if the ACC prevails on such action, it shall be entitled to reasonable attorneys fees and costs incurred, regardless if suit has actually been filed or not.</p> <p>Filings 12, 13, 14: see Filing 8</p>
17	<p>TERMS:</p> <p>Filing 8: These Protective Covenants shall run with the title to the land and shall be binding upon all parties claiming under them until January 1, 2001, after which time said Protective Covenants shall automatically be extended for successive periods of ten (10) years until an instrument signed by a majority of the owners of the lots within the Subdivision has been recorded therein agreeing to change said Protective Covenants in whole or in part.</p> <p>Filing 9: These Protective Covenants shall run with the title to the land and shall be binding upon all parties claiming under them until January 1, 1997, after which time said Protective Covenants shall automatically be extended for successive periods of ten (10) years until an instrument signed by a majority of the owners of the lots within the Subdivision has been recorded therein agreeing to change said Protective Covenants in whole or in part.</p> <p>Filing 10: These Protective Covenants shall run with the title to the land and shall be binding upon all parties claiming under them until January 1, 1977, after which time said Protective Covenants shall automatically be extended for successive periods of ten (10) years until an instrument signed by a majority of the owners of the lots within the Subdivision has been recorded therein agreeing to change said Protective Covenants in whole or in part.</p> <p>Filings 11, 12, 13, 14: These Protective Covenants shall run with the title to the land and shall be binding upon all parties claiming under them until January 1, 1997, after which time said Protective Covenants shall automatically be extended for successive periods of ten (10) years until an instrument signed by a majority of the owners of the lots within the Subdivision has been recorded therein agreeing to change said Protective Covenants in whole or in part.</p>
18	<p>ENFORCEMENT: The enforcement shall be by a proceeding at law or in equity in a court of competent jurisdiction against any person or persons violating or attempting to violate any Covenant by either restraining such violation or attempted violation or by the recovery of damages therefor.</p>
19	<p>ANTENNAE: No antenna shall be erected or installed at any site within the subject Subdivision, save and except those normally required for the reception of domestic television signals.</p>
20	<p>PUBLIC SERVICE TARIFFS: That all lots shall be subject to and bound by Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. Any and all owners shall pay as billed a portion of the cost of public street lighting in the subdivision in accordance with the rates, rules and regulations now in effect and as hereafter amended by Public Service Company; the same to be filed with and approved by the Public Utilities Commission of the State of Colorado. [Note the covenant's label is missing in Filing 8]</p>
21	<p>CONSTRUCTION: The terms and conditions of the Protective Covenants herein contained shall be construed as severable; therefore, should any one or more of them for any reason be declared voidable, void or legally unenforceable, or for any other reason whatsoever; then and in such event, any and all other provisions contained herein which are not directly negated, modified or in any way altered thereby shall remain in full</p>

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	force and effect.
22	<p>RESTRICTIONS FOR VEHICLE PARKING:</p> <p>Filing 8: (added via amendment April 26, 2002) No boat, camper, trailer, truck (pickups excluded), recreational vehicle, or other vehicle of a similar type or nature shall be parked or stored in or on any portion of the front yard of any building site within the property. No boat, camper, trailer, truck, pickup, recreational vehicle or other vehicle of a similar nature shall be parked or stored in or on any portion of the side or rear yards of any building sites within the Property, unless completely screened from the view of any yards of any the use of fences or other screening materials or structures, provided that such fences or screening shall have the prior written approval of the Cherry Creek Vista South Homeowners Association, Inc. No boat, camper, trailer, truck (pickups excluded), recreational vehicles or other vehicle of a similar nature shall be parked on the street or on the public right of way. The Cherry Creek Vista South Homeowners Association, Inc. and building sites, streets or rights of way, through property owners located in Cherry Creek Vista Filings Nos. 8-14 shall have the right to enforce these provisions and any such party bringing enforcement proceedings of the provisions hereunder shall have the right to recover reasonable attorneys fees in such event.</p> <p>Filing 9: has no covenant 22</p> <p>Filings 10, 11, 12, 13, 14: No boat, camper, trailer, truck (pickups excluded), recreational vehicle, or other vehicle of a similar type or nature shall be parked or stored in or on any portion of the front yard of any building site within the property. No boat, camper, trailer, truck, pickup, recreational vehicle or other vehicle of a similar nature shall be parked or stored in or on any portion of the side or rear yards of any building sites within the Property, unless completely screened from the view of any yards of any neighboring building sites, streets or rights of way, through the use of fences or other screening materials or structures, provided that any such fences or screening shall have the prior written approval of the Architectural Control Committee. Cherry Creek Vista South Homeowners Association, Inc. No boat, camper, trailer, truck (pickups excluded), recreational vehicles or other vehicle of a similar type or nature shall be parked on the street or on the public right of way. The Cherry Creek Vista South Homeowners Association, Inc. and property owners located in Cherry Creek Vista Filings Nos. 8-14 shall have the right to enforce these provisions and any such party bringing enforcement proceedings of the provisions hereunder shall have the right to recover reasonable attorneys fees in such event.</p>