

2300006
410.00

PROTECTIVE COVENANTS

FOR

BOOK 2796 PAGE 431

CHERRY CREEK VISTA FILING NO. 10

Orig

WHEREAS, Golden Key Homes Bldg. Corp. is the owner of the following described real property situated in the County of Arapahoe, State of Colorado, to-wit:

Commencing at the North quarter corner of Section 23, Township 5 South, Range 67 West of the Sixth Principal Meridian; thence westerly along the North line of Section 23, 46.64 feet; thence on a deflection angle to the left $90^{\circ}16'53''$, 475.98 feet to the Point of Beginning, said point also being the Southeast corner of a tract of land conveyed to Cherry Creek School District No. 5 in instrument recorded August 24, 1976, in Book 2486, at Page 188; thence along aforesaid course 254.00 feet; thence on a deflection angle to the right $21^{\circ}50'50''$, 686.22 feet to a point on a curve; thence southerly along the arc of said curve to the left whose radius is 960.00 feet, a central angle of $18^{\circ}00'11''$, an arc distance of 301.64 feet to a point of non-tangency, said point also being the Northeast corner of Cherry Creek Vista Filing No. 12, as recorded in Book 31, Page 46 of the County of Arapahoe, State of Colorado; thence along the boundary of said Cherry Creek Vista Filing No. 12 the following three (3) courses: (1) on a deflection angle to the right from the tangent of the aforesaid curve $90^{\circ}13'16''$, 100.22 feet; (2) thence on a deflection angle to the left $90^{\circ}12'57''$, 24.42 feet; (3) thence on a deflection angle to the right $90^{\circ}00'00''$, 265.18 feet; thence on a deflection angle to the right $77^{\circ}37'29''$, 343.24 feet along the boundary of said Cherry Creek Vista Filing No. 12 in part, and also partly along the easterly boundary of Cherry Creek Vista Filing No. 9 as recorded in Book 29 at Page 72 of the County of Arapahoe, State of Colorado; thence along the boundary of said Cherry Creek Vista Filing No. 9 the following three courses: (1) thence on a deflection angle to the right $5^{\circ}06'53''$, 76.22 feet; (2) thence on a deflection angle to the right $9^{\circ}03'15''$, 456.09 feet; (3) thence on a deflection angle to the left $54^{\circ}19'02''$, 210.00 feet to a point on the boundary of Cherry Creek Vista Filing No. 8, as recorded in Book 28 at Page 85 of the County of Arapahoe, State of Colorado; thence along the boundary of said Cherry Creek Vista Filing No. 8 the following (3) courses: (1) thence on a deflection angle to the right $98^{\circ}59'47''$, 133.58 feet; (2) thence on a deflection angle to the right $90^{\circ}00'00''$, 18.00 feet; (3) thence on a deflection angle to the left $90^{\circ}00'00''$, 50.00 feet to a point on the southerly line of the aforesaid property conveyed in Book 2486 at Page 188; thence along the southerly line of said tract the following seven (7) courses: (1) thence on a deflection angle to the right of $90^{\circ}00'00''$, 30.00 feet; (2) thence on a deflection angle to the left of $90^{\circ}00'00''$, 148.69 feet; (3) thence on a deflection angle to the right of $39^{\circ}40'39''$, 414.95 feet; (4) thence on a deflection angle to the right of $90^{\circ}00'00''$, 100.99 feet to a point on a non-tangent curve; (5) thence easterly along the arc of said curve to the right whose tangent is on a deflection angle to the left of $106^{\circ}07'39''$, whose radius is 45.00 feet, a central angle of $32^{\circ}15'19''$, an arc distance of 25.33 feet to a point of non-tangency; (6) thence on a deflection angle to the left from the tangent of said curve $106^{\circ}07'39''$, 100.99 feet; (7) thence on a deflection angle to the right of $90^{\circ}00'00''$, 130.29 feet to the Point of Beginning, containing 15.849 acres, more or less.

WHEREAS, the undersigned are desirous of maintaining said real property as a first class and premium residential district.

NOW, THEREFORE, said owner does for itself, its grantees, successors and assigns hereby declare, impose and establish conditions and protective covenants with respect to the real property above-described as follows:

1. 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.

2. 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.

3. DWELLING COST: Quality and Size: No dwelling shall be permitted on any building site at 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.

4. BUILDING LOCATION: 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 dwelling 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 purposes 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.

5. LOT AND AREA WIDTH: 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 five thousand (5,000) square feet.

6. 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.

7. NUISANCE: The owner of any building site shall not suffer or permit any noxious or offensive activity to be conducted or carried on or practiced thereon or within any residence of 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. 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 and disposal of such material shall be kept in a clean and sanitary condition.

12. 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.

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 Golden Key Homes Bldg. Corp., or its designees for use in developing the subject Subdivision.

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 intersection 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 by any in existence.

15. **ARCHITECTURAL CONTROL COMMITTEE AND MEMBERSHIP:** 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.

16. **ARCHITECTURAL CONTROL COMMITTEE PROCEDURE:** 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.

17. **TERMS:** 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.

18. **ENFORCEMENT:** The enforcement shall be by a preceeding 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 of attempted violation or by the recovery of damages therefor.

