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CHERRY CREEK VISTA FILING NO. 9

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 N.W. corner, Section 23, Township 5 South, Range 67 West, of the 6th P.M., Arapahoe County, Colorado; thence S 00°10'45" E along the West line of the N1/2 of said Section 23 a distance of 70.17 ft. to the point of beginning; thence N 89°49'15" E a distance of 40.00 ft. to a point of curve; thence Northeasterly along a curve to the right whose tangent forms an angle of 90° with the last described course, said curve having a central angle of 90°10'45", a radius of 15.00 ft., an arc length of 23.61 ft. to a point of tangent; thence N 90°00'00" E along said tangent a distance of 343.81 ft. to a point of curve; thence Easterly along a curve to the right having a central angle of 0°23'12", a radius of 945.00 ft., an arc length of 55.86 ft.; thence S 04°54'10" W a distance of 174.67 ft. to a point of curve; thence Southerly along a curve to the left having a central angle of 33°00'00", a radius of 925.00 ft., an arc length of 532.76 ft. to a point of tangent; thence S 28°05'50" E along said tangent a distance of 50.00 ft.; thence N 61°54'10" E a distance of 170.00 ft.; thence N 28°05'50" W a distance of 50.00 ft.; thence N 61°54'10" E a distance of 170.00 ft. to a point of curve; thence Northwesterly on a curve to the right whose tangent forms an angle of 90° with the last described course, said curve having a central angle of 04°31'51", a radius of 585.00 ft., an arc length of 46.26 ft.; thence N 66°26'01" E, radially a distance of 224.91 ft.; thence S 88°42'04" E a distance of 179.61 ft.; thence S 41°45'55" E a distance of 110.57 ft.; thence S 37°21'18" E a distance of 161.67 ft.; thence N 49°23'14" E a distance of 172.60 ft.; thence N 40°36'46" W a distance of 16.00 ft.; thence N 49°23'14" E a distance of 134.39 ft.; thence S 37°25'26" E a distance of 14.60 ft.; thence S 40°36'46" E a distance of 220.00 ft.; thence S 49°36'33" E a distance of 210.00 ft.; thence S 04°42'29" W a distance of 456.09 ft.; thence S 04°20'46" E a distance of 76.22 ft.; thence S 09°27'39" E a distance of 30.00 ft. to a point on curve; thence Westerly along a curve to the right whose tangent forms an angle of 90° with the last described course, said curve having a central angle of 19°16'54", a radius of 660.00 ft., an arc length of 222.11 ft. to a point of tangent; thence N 80°10'45" W along said tangent a distance of 500.00 ft. to a point of curve; thence Westerly along a curve to the left having a central angle of 24°00'00", a radius of 1270.00 ft., an arc length of 531.98 ft.; thence N 14°10'45" W, radially, a distance of 192.00 ft.; thence N 25°42'59" W a distance of 81.54 ft.; thence N 40°05'39" W a distance of 81.79 ft.; thence N 67°03'05" W a distance of 46.68 ft.; thence S 89°49'15" W a distance of 163.29 ft.; thence N 00°10'45" W a distance of 300.83 ft.; thence N 90°00'00" E a distance of 77.65 ft.; thence N 00°00'00" E a distance of 110.00 ft.; thence N 90°00'00" W a distance of 26.95 ft.; thence N 00°00'00" E a distance of 160.00 ft.; thence N 90°00'00" W a distance 316.54 ft.; thence S 89°49'15" W a distance of 40.00 ft.; thence N 00°10'45" W a distance of 284.95 ft.; to the point of beginning, also known and platted under the name and style of "CHERRY CREEK VISTA FILING NO. 9".

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

10-28-70

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 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 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 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 six thousand (6,000) 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 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.

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 and disposal of such material shall be kept in a clean and sanitary condition.

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 be 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, 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 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, 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.

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 or attempted violation or by the recovery of damages therefor.

19. 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.

20. 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 bill d 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 hereinafter amended by Public Service Company, the same to be filed with and approved by the Public Utilities Commission of the State of Colorado.

21. 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 force and effect.

DATED at Englewood, Colorado, this 7th day of October, 1976.

GOLDEN KEY HOMES BLDG. CORP.

By: Michael K. Cooper Pres.
Michael K. Cooper, President

ATTEST:

By: Gary Cooper
Gary Cooper, Secretary-Treasurer

STATE OF COLORADO)
County of Arapahoe) ss.

Sworn to and subscribed before me by MICHAEL K. COOPER, President and attested to by GARY COOPER, Secretary-Treasurer of GOLDEN KEY HOMES BLDG. CORP., this 7th day of October, 1976.

My commission expires: my commission expires on 2/27/1977

David R. Rose
Notary Public

APPROVAL OF MORTGAGE HOLDER

UNITED BANK OF DENVER

By: Paul S. Gordon
President

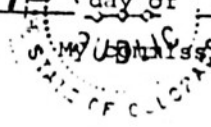
ATTEST:

By: Glenn R. Mueller
Assistant Secretary Loan Analyst

STATE OF COLORADO)
County of Arapahoe) ss:

Sworn to and subscribed before me by Paul S. Gordon, Commercial Banking Officer and attested to by Glenn R. Mueller as Loan Analyst of UNITED BANK OF DENVER, this 7th day of October, 1976.

My commission expires: _____



David R. Rose
Notary Public

FOR

CHERRY CREEK VISTA FILING NO. 9

WHEREAS, the undersigned, CHATEAU CUSTOM BUILDERS, INC., a Colorado Corporation, is the owner of a portion of the real property described in the Protective Covenants for Cherry Creek Vista Filing No. 9; and

WHEREAS, the undersigned has read said Protective Covenants in full and is in agreement with all of the terms and conditions thereof.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned does acknowledge, ratify and confirm the Protective Covenants for Cherry Creek Vista Filing No. 9.

EXECUTED this 21st day of October, 1976.

CHATEAU CUSTOM BUILDERS, INC.

By: Donald Bennett
President

Attest: Suzanne M. Bennett
Secretary

STATE OF COLORADO)
County of) ss:

Sworn to and subscribed in my presence this 21st day of October, 1976.

My commission expires: June 3, 1980



Cashel J. Bliven
Notary Public