

CHERRY KNOLLS COVENANTS

AMENDED DECLARATION OF COVENANTS

FOR

CHERRY KNOLLS EIGHTH FILING

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KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, by written instrument filed for record in the office of the County Clerk and Recorder of Arapahoe County, Colorado, on March 3, 1970, and recorded in Book 1854 beginning on Page 430, certain conditions and protective covenants (herein referred to as the "Original Covenants") were imposed upon Cherry Knolls Eighth Filing; and

WHEREAS, the Original Covenants provide, among other things, that the owners of a majority of the sites affected by the Original Covenants may amend the same by written instrument duly acknowledged and recorded; and

WHEREAS, the undersigned are the owners of a majority of the sites affected by the Original Covenants, and are desirous of continuing to maintain said Cherry Knolls, Eighth Filing as a residential district of the highest standard.

NOW, THEREFOR, in consideration of the premises, the undersigned for themselves, their heirs, successors and assigns, and for themselves and their grantees, do hereby amend the Original Covenants by substituting the following therefor:

Any violations of the protective covenants imposed in Section 1, 2A, 3, 4, 5, 6 or 8 which exist on the date this Amended Declaration of Covenants becomes effective, will be "grandfathered," meaning that variations from these covenants which occurred prior to the recording of these amended covenants will not be considered violations of these amended covenants.

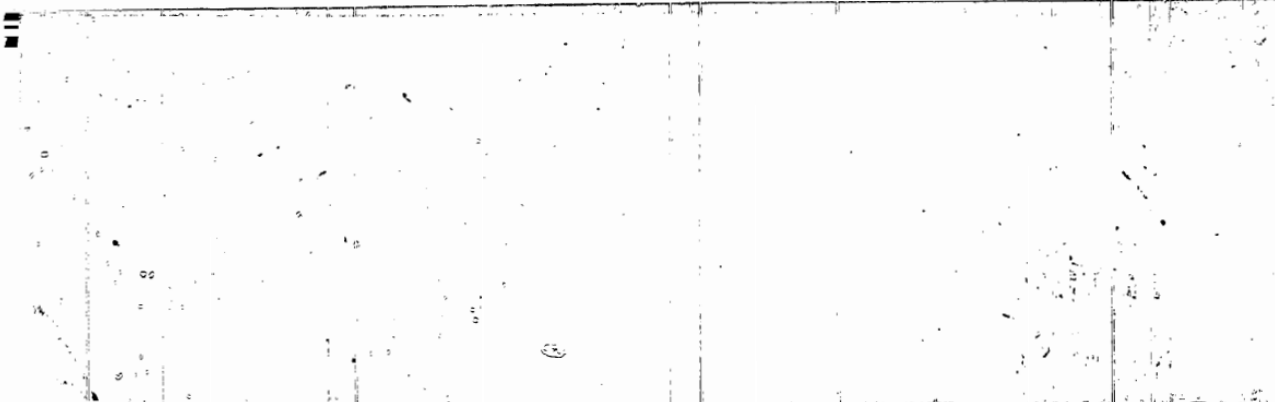
Site and Buildings

- 1. As used in these protective covenants, the term Site, shall mean: Any lot shown on the Recorded Plat(s) or any part or combination of parts of any lot or lots as shown on the Recorded Plat(s).

No building or addition thereto shall be located on any Site nearer than twenty-five (25) feet to the front Site line, or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior Site side line. No building shall be located on, over or within any easement shown of record without permission of the owner or holder of the easement. For the purpose of this covenant, eaves, steps and open porches or sheds shall be considered parts of a building subject to the restrictions of this covenant.

- 2. A. No building except a single-family residential dwelling, shall be erected, maintained or permitted on any Site without the approval of the Architectural Control Committee; however, no such approval is required for the pool and tennis facilities erected on Lot 21 of Block 17 Cherry Knolls Second Filing, nor for the church building erected on Lot 15 of Block 24 Cherry Knolls Fourth Filing, nor for the school building erected on Lot 32 of Block 29 Cherry Knolls Fifth Filing.

- B. No dwelling shall be used except as a single family dwelling.



3. Except with the approval of the Architectural Control Committee, no prefabricated or other type of building or structure of any nature whatsoever, permanent or temporary, shall be moved to or placed upon or assembled at or otherwise maintained on any Site.
4. No building or structure shall be erected, placed or altered on any Site until the construction plans and location of the structure have been preliminarily approved by the Architectural Control Committee. For a prefabricated building or structure, sales material showing the type of building or structure and explaining the types of materials to be used shall constitute "plans" for the preceding sentence. Final approval will be based on the quality of workmanship and materials, harmony of exterior design and color with existing structures, location with respect to topography and finished grade elevation and other reasonable criteria.
5. No dwelling shall be erected on any Site unless such dwelling contains at least one thousand one hundred (1,100) square feet of enclosed first-floor living space plus a minimum seven-foot high basement, or at least one thousand three hundred (1,300) square feet of enclosed first-floor living space without a basement unless written approval is received from the Architectural Control Committee granting a deviation from these restrictions. The term "First Floor Living Space" is exclusive of floor space used for porches, garages, carports and servants' quarters. All buildings shall be constructed of brick veneer (which shall include other substantial masonry veneer construction), or combination brick veneer and insulated frame construction. No more than one dwelling shall be built on any one Site. It is the purpose of these covenants to provide assurance that all dwellings shall be of a quality of workmanship and materials substantially the same or better than those currently in evidence in Cherry Knolls.
6. No fence or wall of a height greater than two feet shall be erected, placed, or altered on any Site nearer to any street than the minimum building front set back line; nor shall any fence of a height greater than six (6) feet be erected or placed on any Site side line or across the rear Site line with the exception to the rear Site line on the perimeter of Arapahoe Road and Colorado Blvd. where a variance to 8 feet may be approved by the Architectural Control Committee.
7. No fence, wall, hedge or shrub planting which obstructs sightlines along roadways at elevations between two and six feet above the roadways, shall be placed or permitted to remain on any corner Site, nor shall any trees, walls, hedges or shrubs be permitted to remain within twenty five (25) feet of intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.
8. No satellite dishes or antennas for transmitting or receiving radio or television signals, no panels for solar heating of dwellings and no swamp coolers may be installed at any Site without the approval of the Architectural Control Committee.
9. No Site (including easements) shall be used or maintained as a dumping ground for rubbish, surplus articles, grass clippings, garbage or trash. Garbage and other waste shall be kept in containers. Except on the scheduled trash pick-up days, all containers for the storage or disposal of such materials shall be kept inside the living unit or connected garage, or out of sight on a Site and maintained in a way which will not draw flies or other pests or produce disagreeable odors.
10. The grounds around all residences shall be seeded, sodded, planted with grass or other ground cover, or covered with rocks and other natural materials and maintained in good condition in a clean and attractive manner; free of litter and weeds. The previous sentence shall not apply to ground beneath shrubs if the ground is maintained free of litter and weeds. All fences shall be maintained in good repair and in a clean and attractive manner. Grass, weeds and vegetation shall be cut when and as often as necessary to maintain a neat and well-kept appearance. Lawn areas must be watered in sufficient amount and frequency to maintain a healthy and natural appearance. All dead trees, shrubs and plants shall be removed from any lot in a prompt manner.

17. The Architectural Control Committee will be composed of the Board of Directors of the Cherry Knolls Homeowners Association and additional voting members as may be appointed by the Board. The majority of the Committee may designate a representative to act for it from among the members of the Committee. Any decision rendered by such representative may be appealed to the full membership of the Architectural Control Committee. At any time, the home owners of record of a majority of the Sites affected hereby shall have the power through a duly recorded instrument to change the membership of the Architectural Control Committee or to withdraw from or to restore to the Committee any of its powers and duties. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed under these covenants.

The Committee's approval or disapproval as required in these covenants shall be in writing within thirty (30) days, following the date on which a matter is submitted to it. If the Committee fails to act within that time, approval shall be deemed to have been given to the matter submitted.

By a unanimous affirmative vote of the full membership of the Architectural Control Committee evidenced by a written statement signed by the Chairman or President (or a Vice Chairman or Vice President) and the Secretary or an Assistant Secretary of the Committee, the application of any provision of these covenants to a particular situation may be waived if the Committee determines the waiver would not permit a violation of the purposes and spirit of these covenants to occur. The written statement granting the waiver shall be recorded in the real property records of Arapahoe County, Colorado. After the recording, no person shall have any right arising from these covenants to challenge any action taken in reliance upon the waiver. All costs or expenses in connection with obtaining a waiver, including attorney's fees of the Committee, shall be paid by the persons applying for the waiver.

Duration

18. These covenants shall continue in force until September 1, 2008, and shall thereafter be automatically extended for successive ten-year periods unless the owners of a majority of the Sites affected hereby shall amend this document in writing and duly record same. Deeds of conveyance of all or any said Sites may contain these covenants by reference to this document, but whether or not such reference is made in any of such deeds, each and all of such covenants shall be valid and binding upon the respective grantees.

Enforcement

19. The Cherry Knolls Homeowners Association or any Owner of a Site in Cherry Knolls, First through Eighth Filing, may enforce the restrictions, conditions and reservations imposed by the provisions of these protective covenants by proceedings at law or in equity against any person or persons violating or attempting to violate any of said restrictions and may be awarded in the proceedings all costs, including reasonable attorney's fees, incurred in enforcing these covenants. Every suit to enforce or restrain a violation or attempted violation shall be commenced no later than one (1) year from date of the last violation for which action is being sought. Failure of the Association or Site owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Renters

20. All tenants as well as Site owners shall be subject to the provisions of these covenants and to the provisions of the Articles of Incorporation and Bylaws of the Cherry Knolls Homeowners Association. Any failure by the tenant to comply with these covenants shall be the ultimate responsibility of the owner of the property.

3. Except with the approval of the Architectural Control Committee, no prefabricated or other type of building or structure of any nature whatsoever, permanent or temporary, shall be moved to or placed upon or assembled at or otherwise maintained on any Site.
4. No building or structure shall be erected, placed or altered on any Site until the construction plans and location of the structure have been preliminarily approved by the Architectural Control Committee. For a prefabricated building or structure, sales material showing the type of building or structure and explaining the types of materials to be used shall constitute "plans" for the preceding sentence. Final approval will be based on the quality of workmanship and materials, harmony of exterior design and color with existing structures, location with respect to topography and finished grade elevation and other reasonable criteria.
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10. The grounds around all residences shall be seeded, sodded, planted with grass or other ground cover, or covered with rocks and other natural materials and maintained in good condition in a clean and attractive manner; free of litter and weeds. The previous sentence shall not apply to ground beneath shrubs if the ground is maintained free of litter and weeds. All fences shall be maintained in good repair and in a clean and attractive manner. Grass, weeds and vegetation shall be cut when and as often as necessary to maintain a neat and well-kept appearance. Lawn areas must be watered in sufficient amount and frequency to maintain a healthy and natural appearance. All dead trees, shrubs and plants shall be removed from any lot in a prompt manner.

11. Snow shall be removed in a timely manner from all sidewalks bordering each lot in order to maintain public safety. This will be interpreted to be within eighteen (18) hours of the beginning of any snow accumulation, or within twelve (12) hours of the end of any snow accumulation, whichever occurs first.

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Activities

12. Dogs shall not be permitted to run at large but shall be kept under the control of Owner or guest of Owner within a fenced area, within a dwelling or by leash, cord or chain. The Owner of any dog or cat shall immediately remove excrement deposited by their animal upon properties, other than the Owner's.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

13. No noxious or offensive activity shall be carried on upon any Site or any part thereof, nor shall anything be done or maintained thereon which may be an annoyance or nuisance or otherwise detract from the nature of the area which is subject to these covenants. Loud noises and habitually noisy dogs or cats shall be deemed a nuisance. Patios and balconies shall not be used for storage other than of bicycles or patio furniture.
14. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Site, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Site.
15. No sign of any kind shall be displayed to public view on any Site except one sign of not more than five square feet advertising the property on which it is displayed for sale or rent, or signs used by a contractor during periods of building alteration or reconstruction.

Vehicles

16. A. No owner of any Site shall permit any vehicle exceeding one ton manufacturer's classification or any van, truck, trailer or machinery used for business purposes to be parked overnight on any site or street. However, such vehicles, vans, trucks, trailers or machinery which are stored completely within garages will not be in violation of this restriction.
- B. No vehicle (except as provided below) shall be parked continuously on any street for a period exceeding seven (7) consecutive days.
- C. No vehicles which are in obvious disrepair or undriveable condition shall be parked on any street for a period exceeding forty-eight (48) consecutive hours or any site for a period exceeding seven (7) consecutive days.
- D. No recreation vehicle shall be parked on any Site except as permitted below:

The recreation vehicle may be stored completely within garages.

The recreation vehicle may be parked on the street or driveway of any Site for no longer than fourteen (14) days in any twelve-month period.

A recreation vehicle is defined as a motorhome, mini-motor home, fifth-wheel trailer, travel trailer, slide-in camper, tent trailer, boat, boat trailer and all other sport recreation vehicles and the trailers used to store or transport them. The terms above shall be understood as used by the Recreation Vehicle Industry. Nothing in this paragraph shall be construed to apply to vans or pickup trucks of one ton or less manufacturer's classification.

17. The Architectural Control Committee will be composed of the Board of Directors of the Cherry Knolls Homeowners Association and additional voting members as may be appointed by the Board. The majority of the Committee may designate a representative to act for it from among the members of the Committee. Any decision rendered by such representative may be appealed to the full membership of the Architectural Control Committee. At any time, the home owners of record of a majority of the Sites affected hereby shall have the power through a duly recorded instrument to change the membership of the Architectural Control Committee or to withdraw from or to restore to the Committee any of its powers and duties. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed under these covenants.

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