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DECLARATION OF COVENANTS
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Arapahoe County Clerk, CO
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Matt Crane, Clerk & Recorder

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CHERRY KNOLLS COVENANTS

**AMENDED AND CONSOLIDATED DECLARATION OF COVENANTS
FOR
CHERRY KNOLLS FIRST FILING THROUGH CHERRY KNOLLS SEVENTH FILING**

RECITALS:

A. The Cherry Knolls Community was established by the following documents of record:

(i) The First Filing of Cherry Knolls was created by that certain plat for Cherry Knolls recorded in the real property records for Arapahoe County, Colorado on September 5, 1958 at Reception No. 654089 in Plat Book 13 at Page 82, as amended and supplemented (the "First Filing Plat");

(ii) On February 16, 1959, Joseph Morrone and Bernard Johnson submitted all Lots and Property shown on the original First Filing Plat to that certain Declaration of Protective Covenants for Cherry Knolls recorded in the real property records of Arapahoe County, Colorado at Reception No. 671354 in Book 1111 at Page 569, as amended and supplemented (the "Original First Filing Declaration") to its covenants, conditions, and restrictions;

(iii) The Second Filing of Cherry Knolls was created by that certain plat for Cherry Knolls Second Filing recorded June 7, 1960 at Reception No. 721823 in Plat Book 15 at Page 21, as amended and supplemented (the "Second Filing Plat");

(iv) On November 2, 1960, Colorado Title Service Company submitted all Lots and Property shown on the original Second Filing Plat to that certain Declaration of Protective Covenants for Cherry Knolls Second Filing recorded in the real property records of Arapahoe County, Colorado at Reception No. 738924 in Book 1223 at Page 403, as amended and supplemented (the "Original Second Filing Declaration") to its covenants, conditions, and restrictions;

(v) The Third Filing of Cherry Knolls was created by that certain plat for Cherry Knolls Third Filing recorded in the real property records for Arapahoe County, Colorado on May 11, 1961 at Reception No. 761024 in Plat Book 15 at Page 61, as amended and supplemented (the "Third Filing Plat");

(vi) The Fourth Filing of Cherry Knolls was created by that certain plat for Cherry Knolls Fourth Filing recorded in the real property records for Arapahoe County, Colorado on December 14, 1962 at Reception No. 838121 in Plat Book 17 at Page 34, as amended and supplemented (the "Fourth Filing Plat");

(vii) On December 14, 1962, Colorado Title Service Company submitted all Lots and Property shown on the original Fourth Filing Plat to that certain Declaration of Protective Covenants for Cherry Knolls Fourth Filing recorded in the real property records of Arapahoe County, Colorado at Reception No. 838122 in Book 1394 at Page 225, as amended and supplemented (the "Original Fourth Filing Declaration") to its covenants, conditions, and restrictions;

(viii) The Fifth Filing of Cherry Knolls was created by that certain plat for Cherry Knolls Fifth Filing recorded in the real property records for Arapahoe County, Colorado on July 23, 1963 at Reception No. 809457 in Plat Book 17 at Page 82, as amended and supplemented (the “Fifth Filing Plat”);

(ix) On April 17, 1964, Colorado Title Service Company submitted all Lots and Property shown on the original Fifth Filing Plat to that certain Declaration of Protective Covenants for Cherry Knolls Fifth Filing recorded in the real property records of Arapahoe County, Colorado at Reception No. 908077 in Book 1511 at Page 318, as amended and supplemented (the “Original Fifth Filing Declaration”) to its covenants, conditions, and restrictions;

(x) The Sixth Filing of Cherry Knolls was created by that certain plat for Cherry Knolls Sixth Filing recorded in the real property records for Arapahoe County, Colorado on May 16, 1963 at Reception No. 859687 in Plat Book 17 at Page 65, as amended and supplemented (the “Sixth Filing Plat”);

(xi) The Seventh Filing of Cherry Knolls was created by that certain plat for Cherry Knolls Seventh Filing recorded in the real property records for Arapahoe County, Colorado on December 29, 1965 at Reception No. 993355 in Plat Book 18 at Page 67, as amended and supplemented (the “Seventh Filing Plat”);

(xii) The Eighth Filing of Cherry Knolls was created by that certain plat for Cherry Knolls Eighth Filing recorded in the real property records for Arapahoe County, Colorado on March 2, 1970 at Reception No. 1175949 in Plat Book 20 at Page 30, as amended and supplemented (the “Eighth Filing Plat”);

(xiii) On March 3, 1970, The Writer Construction Company submitted all Lots and Property shown on the original Eighth Filing Plat to that certain Declaration of Protective Covenants for Cherry Knolls Eighth Filing recorded in the real property records of Arapahoe County, Colorado at Reception No. 1176122 in Book 1854 at Page 430, as amended and supplemented (the “Original Eighth Filing Declaration”) to its covenants, conditions, and restrictions;

B. The Original First Filing Declaration was amended and restated in its entirety, and the property and Lots set forth in the Third Filing Plat were made subject to the Original First Filing Declaration, by that certain Amended Declaration of Covenants for Cherry Knolls First Filing and Cherry Knolls Third Filing recorded July 20, 1992 at Reception No. 9200076905 in Book 6546 at Page 039 (the “Amended First and Third Filing Declaration”);

C. The Original Second Filing Declaration was amended and restated in its entirety, and the property and Lots set forth in the Sixth Filing Plat were made subject to the Original Second Filing Declaration by that certain Amended Declaration of Covenants for Cherry Knolls Second Filing Amended and Resubdivided recorded December 29, 1989 at Reception No. 3156481 in Book 5843 at Page 002 (the “Amended Second and Sixth Filing Declaration”);

D. The Original Fourth Filing Declaration was amended and restated in its entirety by that certain Amended Declaration of Covenants for Cherry Knolls Fourth Filing recorded December 29, 1989 at Reception No. 3156482 in Book 5843 at Page 040 (the “Amended Fourth Filing Declaration”);

E. The Original Fifth Filing Declaration was amended and restated in its entirety by that certain Amended Declaration of Covenants for Cherry Knolls Fifth Filing recorded December 29, 1989 at Reception No. 3156483 in Book 5843 at Page 054 (the "Amended Fifth Filing Declaration");

F. The original Seventh Filing Plat was amended by that certain Declaration of Covenants for Cherry Knolls Seventh Filing recorded July 20, 1992 at Reception No. 9200076906 in Book 6546 at Page 075 (the "Amended Seventh Filing Declaration");

G. The Original Eighth Filing Declaration was amended and restated in its entirety by that certain Amended Declaration of Covenants for Cherry Knolls Eighth Filing recorded December 29, 1989 at Reception No. 3156484 in Book 5843 at Page 106 (the "Amended Eighth Filing Declaration");

H. Collectively, the Amended First and Third Filing Declaration, the Amended Second and Sixth Filing Declaration, the Amended Fourth Filing Declaration, the Amended Fifth Filing Declaration, the Amended Seventh Filing Declaration, and the Amended Eighth Filing Declaration shall be all be referred to as the "Original Covenants");

I. The Original Covenants were intended to be consolidated into that certain Amended Declaration of Covenants for Cherry Knolls First Filing through Cherry Knolls Eighth Filing recorded August 19, 2004 at Reception No. B4148500, however, it has come to the attention of the current Board of Directors for the Association that the appropriate approval requirements and procedures were not met for such consolidation;

J. The Owners within Filings One through Seven within the Cherry Knolls Community who are subject to their Original Covenants desire to consolidate their Original Covenants into one document by virtue of this Amended and Consolidated Declaration of Protective Covenants for Cherry Knolls, First Through Seventh Filings ("Amended Covenants"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by the Amended Covenants; and

K. The Owners within Filing 8 do not consent to consolidate their Original Covenants with Filings 1-7 and so retain their Amended Declaration of Covenants recorded December 29, 1989 at Reception No. 3156484 in Book 5843 at Page 106 (the "Amended Eighth Filing Declaration");

L. Each of the Original Covenants provides for and allows for this Declaration in Paragraph 18, which each provides as follows:

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 Lots affected hereby shall amend this document in writing and duly record the same;

M. The purposes of these Amended Covenants is to consolidate the Original Covenants of Filings One through Seven into one document, and to make such revisions necessary to comply with current applicable state law.

N. Pursuant to the requirements set forth in Paragraph 18 of each of the Original Covenants, at least a majority of all owners subject to each of the Original Covenants of Filings One through Seven, separately, by Filing, have approved these Amended Covenants.

NOW THEREFORE, the Amended Covenants are amended and consolidated by the covenants, servitudes, easements and restrictions set forth below:

Any violations of the protective covenants imposed in Section 1, 2A, 3, 4, 5, 6, or 7 which exist on the date these Amended 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.

Sites 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.

C. No garage shall be used for dwelling purposes.

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 shall be placed or permitted to remain on any corner Site which obstructs sightlines along roadways unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines to comply with City of Centennial code.
8. No swamp coolers may be installed at any Site without the approval of the Architectural Control Committee.
9. Regardless of any provision in these Amended Covenants, solar panels and other renewable energy devices, as defined by Colorado statute, are permitted on the Site subject to reasonable aesthetic restrictions on dimensions, placement and external appearance of such devices as adopted by the Architectural Control Committee.
10. Satellite Dishes and Antennae:
 - A. "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive or broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.
 - B. Permitted Antennas shall be installed in the least conspicuous location available on the Site which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Architectural Control Committee may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law.
11. 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.
12. 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.

13. 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.

Activities

14. 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.

15. 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.
16. 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.
17. 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

18. 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 motor home, 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.

Architectural Control Committee

19. The Architectural Control Committee will be composed of the Board of Directors of the Cherry Knolls Improvement 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

20. These covenants shall continue in force 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

21. The Cherry Knolls Improvement 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

22. 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 Improvement Association. Any failure by the tenant to comply with these covenants shall be the ultimate responsibility of the owner of the property.

Separation Provision

23. Should any of these covenants, or part thereof, be held invalid, such invalidity of any covenant or part thereof shall not affect the rest of the covenants herein set forth which shall remain in full force and effect.

The undersigned, being the President and the Secretary of The Cherry Knolls Improvement Association, Inc., hereby certify that the Association has obtained written approval of this Declaration from at least a majority of the owners of Lots within Filings 1 and 3 combined, a majority of the owners of Lots within Filings 2 and 6 combined, a majority of the owners of Lots within Filing 4, a majority of the owners of Lots within Filing 5, and a majority of the owners of Lots within Filing 7.

THE CHERRY KNOLLS IMPROVEMENT ASSOCIATION, INC.,
a Colorado nonprofit corporation,

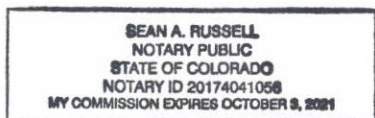
By: Peggy R. Hanson
President

ATTEST:

Christine Sweetland
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing Amended Covenants was acknowledged before me by Peggy Hanson, as President and by Christine Sweetland, as Secretary, of The Cherry Knolls Improvement Association, Inc., a Colorado nonprofit corporation, on this 6th day of July, 20 18.



Sean A. Russell
Notary Public
10/03/2021
My commission expires: