

# Cherry Hills Heights Restrictive Covenants

## ***A Note on the Restrictive Covenants process***

If you are planning an addition or modification to your home or property, the Association must approve of the project if it affects the exterior appearance of the property (see restrictive covenants section for more details).

The submittal process is as follows: submit your plans for approval to the Architectural Committee of the Association to initiate the review process. The Architectural Committee will then assess if the proposed plan complies with the Covenants or, if necessary, will call a meeting of the Board to discuss and vote on any questionable situation. Any homeowner is welcome to present their project in person or comment on others at any time during the process. A vote will be taken on whether the project meets the covenants, and a letter of approval or disapproval will be sent out promptly. If disapproved, the homeowner can modify the project and resubmit as many times as necessary.

It has been my experience that restrictive covenants are not popular with homeowners in any subdivision. However, keep in mind they are intended to protect each homeowner's property values by ensuring any new building project maintain the neighborhood's aesthetic integrity. We invite anyone to participate in improving this process by either contacting a board member with suggestions, comments or offers for direct involvement in any remedial process.

Thank you,

Jim Wollum  
Architectural Committee  
Cherry Hills Heights Homeowners Association

## Website Disclaimer

The Covenants on this website have been changed from their original format so they may be viewed online. Consequently, certain graphics, pictures, drawings, paragraph formatting, signatures, etc., that appear in the original covenants may not appear in these documents. These covenants are provided for information only and should not be used in place of certified copies.

Every effort is made to ensure that the covenants on this page are accurate and contain the latest amendments.

RECORD ABSTRACT AND TITLE INSURANCE CO.

725 Eighteenth Street  
Denver 2, Colorado

Book 7225, page 238  
Reception No, 166475

Real Estate Equities  
Company, a Partnership

Conditions, Stipulations, and  
Restrictive Covenants

Dated	December 11, 1952
Ackd	December 11, 1952
Recd	December 16, 1952

RECITES that Real Estate Equities Company, as owner, has platted and subdivided into lots and tracts (as shown on plat) , save and except that part thereof heretofor dedicated for streets, a portion of

South ½ of Section 36, Township 4 South,  
Range 68 West,

To be known as  
CHERRY HILLS HEIGHTS, SUBDIVISION B,  
Filing No.1 and No. 2, City and County of  
Denver, Colorado,

and, being desirous of maintaining a residential district of highest standards, does hereby impose upon said lots and tracts, reservations, conditions, stipulations and restrictive covenants as follows:

RESERVATIONS:

There is hereby expressly reserved and retained for public utilities an easement or right of way 10 ft. wide along all side and rear boundary lines of each of such lots and tracts, together with right of ingress and egress for construction, maintenance and operation, together with such additional right of overhang for crossarms attached to utility poles as may be necessary beyond said surface easement of 10 ft.

CONDITIONS, STIPULATIONS, AND RESTRICTIVE COVENANTS:

1. All lots or tracts in said subdivision shall be for residential purposes only, and no building or structure shall be erected or placed on any lot or tract of land other than single family dwelling, which shall not exceed one story in height and to which any garage (garage shall not exceed in size that necessary to enclose 3 passenger automobiles) or other out buildings incidental to residential use and occupancy shall be attached to be a part of the single unit; provided, however, that a temporary structure may be used and occupied during construction of permanent building if written permission and consent of Real Estate Equities Company is first had and obtained; provided however, that when 70% of the land in area of Cherry Hills Heights, Subdivision "B", Filing No.1 and No. 2 has been sold by Real Estate Equities Company, then the owners of 51% of the land measured by area shall be entitled to elect a Land-owners' Committee consisting of 3 land-owners in said subdivision, which Committee by majority vote, may permit exceptions to foregoing.
2. All residences or dwellings, until connected to a permanent sewage and waste disposal conduit or plant, shall be equipped with septic tanks or cesspools, or both which meet the requirements of the Colorado State Board of Health.
3. No noxious or offensive trade, business or activity shall be conducted, carried on, or practiced on any lot or tract of land or in any residence or dwelling constructed thereon, and the owner of said lots or tracts shall

not suffer or permit any residence or dwelling erected thereon to be used or employed for any purposes that will constitute a nuisance in law or that will detract from the residential value of said premises.

4. No cows, pigs, horses, chickens or other livestock shall be raised, grown, fed, maintained, or cared for upon said premises, or any part thereof; provided, however, that nothing herein contained shall prevent any owner of any lot or tract from maintaining, keeping and caring for domestic household pets not for commercial purposes.
5. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
6. If any grantee or his heirs, legal representatives, successors, or assigns, shall violate any covenants herein, any other owner of real property in said resubdivision may lawfully prosecute any proceedings in law or equity against such person or persons, either to prevent him or them from so doing, or to restrain any violation hereof by perpetual injunction and to recover such damages as may ensue by virtue of such violation.
7. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other stipulations, conditions, or restrictive covenants which shall remain in full force and effect.
8. None of the foregoing shall be construed as conflicting with any present or future regulation of the zoning ordinances of the City and County of Denver, which shall be interpreted herewith and as part hereof, and shall govern the use of all lots or tracts.

#### SPECIAL CONDITIONS, STIPULATIONS, AND RESTRICTIVE COVENANTS

The following special conditions, stipulations, and restrictive covenants are hereby imposed upon all lots and tracts in said resubdivisions:

1. No building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, locations, and approximate cost of such structure, and the landscaping and grading plan of the lot or tract to be built upon it shall have submitted to and approved in writing by Real Estate Equities Company or its legal representatives or successors, and a copy thereof as finally approved lodged permanently with said Real Estate Equities Company, its legal representatives or successors, shall have the right to refuse to approve any plans or specifications or landscaping or grading plans which are not suitable or desirable in its opinion, and in passing upon such plans, specifications, landscaping, and grading plans, it shall have the right to take into consideration the use and suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent neighboring property; provided, however, that when 70% of the land in the area of Cherry Hills Heights Subdivision "B", Filing No.1 and No, 2, has been sold by Real Estate Equities Company, then the owners of 51% of the land measured by area shall be entitled to elect a Land-owners' Committee consisting of 3 landowners in said subdivision, which Committee by majority vote, may permit exceptions to the foregoing.
2. No dwelling shall be permitted or erected on any lot or tract with ground floor area, exclusive of open porches and breezeways, but including garages, less than 2,000 sq. ft., and no lot or tract may be subdivided to provide less area than 16,000 sq. ft. provided, however, that with the consent of Real Estate

Equities Company, or when the Committee hereinabove referred to in Paragraph 1 has been established, with the consent of said Committee, a tolerance of 10% may be permitted.

Building erected on each lot or tract shall have a front set-back of 40 ft. and a rear set-back of 25 ft. and side line set-backs of 20 ft. The set-back on Lot 1, Block 3, shall be 25 ft. from the curvilinear roadway boundary, 15 ft. from the Golf Course boundary line and 20 ft. from the east side line. Incinerator or ash pits shall not be located nearer than 10 ft. of the rear or side boundary lines of lots or tracts.

3. Enforcement of the special conditions, stipulations, and restrictive covenants shall rest solely with Real Estate Equities Company, its legal representatives or successors, and the right to amend, alter, revoke, or modify these special conditions, stipulations, and restrictive covenants is hereby expressly reserved and retained by Real Estate Equities Company, its legal representatives or successors, and approval of any one or more sets of plans, specifications, landscaping, and grading plans; provided, however, that nothing herein contained shall be construed as giving to Real Estate Equities Company, its legal representatives or successors the right to amend, alter, revoke, or modify the conditions, stipulations, or restrictive covenants imposed in accordance with the plans of general development which are numbered 2,3, and 4; provided, further, that when the Committee referred to in Paragraph 1 above has been created, said Committee shall have the power to enforce these special conditions, stipulations, and restrictive covenants, and shall have all of the rights herein granted to Real Estate Equities Company and shall be deemed to be its successor.
4. These special conditions, stipulations and restrictive covenants shall run with the land and shall bind all grantees, their heirs, representatives, or assigns, and all persons claiming under them until January 1, 1978, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
5. Real Estate Equities Company, its legal representatives or successors, may lawfully prosecute any proceedings in law or in equity against such person or persons who violate any special conditions, stipulations, or restrictive covenants in any particular and may restrain such violation by perpetual injunction and may recover such damages as may ensue because of such violation, including costs of suit and attorney's fees.
6. Invalidity of any one or any part of any one of these special conditions, stipulations, or covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SIGNED: Temple H. Buell & Paul B Lanius  
doing business as REAL ESTATE EQUITIES CO.  
a Co-partnership, by Temple H. Buell & Paul B. Lanius  
ACKNOWLEDGED: by Temple H. Buell & Paul B. Lanius  
doing business as REAL ESTATE EQUITIES CO.  
a Co-partnership  
before Louise E. Welsh, N.P. City & County of Denver, Colorado  
Exp. Com 9-5-56. (Seal)



REAL ESTATE EQUITIES COMPANY  
CHERRY HILLS HEIGHTS, SUBDIVISION "C"

Book 7429 Page 497  
Reception No. 12803

Real Estate Equities  
Company, a Co-Partnership

DECLARATION OF CONDITIONS, STIPULATIONS  
AND RESTRICTIVE COVENANTS  
Recd Feb 15 1954

The undersigned Temple H Buell and Paul B Lanius as Real Estate Equities Company, a Co-Partnership being the owners of a parcel of land located in:

The Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of Section 36 Township  
4 South Range 68 West of the 6<sup>th</sup> P M City and County of Denver

CHERRY HILLS HEIGHTS, SUBDIVISION "C"  
City and County of Denver, Colorado

and having caused the same to be platted and subdivided into lots and tracts as shown on the recorded plat of Cherry Hills Heights Subdivision "C" City and County of Denver, Colorado and being desirous of maintaining a residential district of the highest standard do hereby as sole owners of all of the lots in said subdivision, impose upon said lots and tracts the following reservations, conditions, stipulations and restrictive covenants:

RESERVATIONS

There is hereby expressly reserved and retained for public utilities and easement or right of way 10 ft. wide along all side and rear boundary lines of each of such lots and tracts, together with right of ingress and egress for construction, maintenance and operation, together with such additional right of overhang for crossarms attached to utility poles as may be necessary beyond said surface easement of 10 ft.

GENERAL CONDITIONS, STIPULATIONS, AND RESTRICTIVE COVENANTS

1. All lots or tracts in said subdivision shall be for residential purposes only, and no building or structure shall be erected or placed on any lot or tract of land other than a single family dwelling, which shall not exceed one story in height and to which any garage (garage shall not exceed in size that necessary to enclose 3 passenger automobiles) or other out buildings incidental to residential use and occupancy shall be attached and be a part of the single unit; provided, however, that a temporary structure may be used and occupied during construction of a permanent building if written permission and consent of Real Estate Equities Company, a Co-Partnership is first had and obtained; provided, however, that when 70% of the land in area of Cherry Hills Heights, Subdivision "C" has been sold by Real Estate Equities Company, then the owners of 51% of the land measured by area shall be entitled to elect a Landowners Committee consisting of 3 landowners in said subdivision, which Committee by majority vote, may permit exceptions to foregoing.
  - (a) For purposes of limiting the height of a one-story residence, the cornice or ceiling height shall not be over 12 ft. above the highest point of the finished grade at the foundation of the building.
2. No noxious or offensive trade, business or activity shall be conducted, carried on, or practiced on any lot or tract of land or in any residence or dwelling constructed thereon, and the owner of said lots or tracts shall not suffer or permit any residence or dwelling erected thereon to be used or employed for any purpose that will constitute nuisance in law or that will detract from the residential value of said premises.

3. No cows, pigs, horses, chickens, or other livestock shall be raised, grown, bred, maintained, or cared for upon said premises, or any part thereof; provided, however, that nothing herein contained shall prevent any owner of any lot or tract from maintaining, keeping, and caring for domestic household pets not for commercial purposes.
4. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1979, at which time said covenants shall be automatically extended for successive periods of ten years unless, by vote a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
5. If any grantee or his heirs, legal representatives, successors, or assigns, shall violate any covenants herein, any other owner of real property in said resubdivision may lawfully prosecute any proceedings in law or equity against such person or persons either to prevent him or them from so doing or to restrain any violation thereof by perpetual injunction and to recover such damages as any may ensue by virtue of each violation.

Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other stipulations, conditions, or restrictive covenants which shall remain in full force and effect.

None of the foregoing shall be construed as conflicting with any present or future regulation of the zoning ordinances of the City and County of Denver which shall be interpreted herewith and as a part hereof and shall govern the use of all lots or tracts.

#### SPECIAL CONDITIONS, STIPULATIONS AND RESTRICTIVE COVENANTS

The following special conditions, stipulations and restrictive covenants are hereby imposed upon all lots and tracts in said subdivision:

1. No building, fence wall, or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, locations, and approximate cost of such structure, and the landscaping and grading plan of the lot or tract to be built upon it shall have been submitted to and approved in writing by Real Estate Equities Company, a Co-Partnership, or its legal representatives or successors, and a copy thereof as finally approved lodged permanently with said Real Estate Equities Company or its legal representatives or successors. Said Real Estate Equities Company, its legal representatives or successors, shall have the right to refuse to approve any plans or specifications or landscaping or grading plans which are not suitable or desirable in its opinion, and in passing upon such plans, specifications, landscaping, and grading plans, shall have the right to take into consideration the use and suitability of the proposed building or other structure and of the materials of which it is to be built so the site upon which it is proposed to erect the same harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent neighboring property; provided, however, that when 70% of the land in the area of Cherry Hills Heights Subdivision "C" has been sold by the undersigned then the owners of 51% of the land in said subdivision measured by area shall be entitled to elect a landowners Committee consisting of 3 landowners in said subdivision, which Committee by majority vote, may permit exceptions to the foregoing.

2. No dwelling shall be permitted or erected on any lot or tract with a ground floor area exclusive of open portions and breezeways of less than 2,000 square feet including garage space and no lot or tract may be subdivided into tracts of less than 12,500 square feet; provided, however, that a tolerance of not more than 10% may be granted by Real Estate Equities Company or by the committee referred to in paragraph 1 of the General conditions, stipulations and restrictive covenants hereof.

Buildings erected on each lot or tract shall have a front setback of 40 ft., a rear setback of 15' and side setbacks of 20 ft. except in the case of lots having a frontage of less than 116 ft., the side setback lines may be reduced to 15 ft.; provided, however, that with regard to corner lots having frontage on two streets, the location of improvements thereon shall be subject to and require the prior approval of the undersigned, or the committee heretofore referred to herein, when such committee has been established.

3. Enforcement of the special conditions, stipulations, and restrictive covenants shall rest solely with Real Estate Equities Company, a Co-Partnership, its legal representatives or successors, and the right to amend, alter, revoke, or modify these special conditions, stipulations, and restrictive covenants is hereby expressly reserved and retained by Real Estate Equities Company, a Co-Partnership, its legal representative or successors, and approval of any one or more sets of plans, specifications, landscaping and grading plans; provided, however, that nothing herein contained shall be construed as giving to said company, its legal representatives or successors the right to amend, alter, revoke or modify the conditions, stipulations or restrictive covenants imposed in accordance with the plans of general development, set forth in paragraphs 2 and 3 herein "General Conditions, Stipulations and Restrictive Covenants;" provided further, that when the Committee referred to in paragraph 1 above has been created said Committee shall have the power to enforce these special conditions, stipulations, and restrictive covenants, and shall have all of the rights herein granted to Real Estate Equities Company and shall be deemed to be its successor.
4. These special conditions, stipulations, and restrictive covenants shall run with the land and shall bind all grantees, their heirs, representatives or assigns, and all persons claiming under them until January 1, 1979 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
5. Real Estate Equities Company, its legal representatives or successors, may lawfully prosecute any proceedings in law or in equity against such person or persons who violate and special conditions, stipulations or restrictive covenants in any particular and may restrain such violation by perpetual injunction and may recover such damages as may ensue because of such violation including costs of suit and attorneys fees.

Invalidation of any one or any part of any one of these special conditions, stipulations or covenants by judgment or court order shall in no way affect any of other provisions which shall remain in full force and effect.

SIGNED: Temple H. Buell

Paul B Lanius

doing business as Real Estate Equities Company, a Co-Partnership

ACKNOWLEDGED: February 11 1954 by Temple H. Buell and Paul B. Lanius,

doing business as Real Estate Equities Company, a Co-Partnership

before T.C. Hitchings, Jr. Notary Public, City and County of Denver, Colorado  
Comission expires March 1 1955 (Seal)



# CHERRY HILLS HEIGHTS

SUBDIVISIONS "B" & "C"

City and County of Denver

