

PROTECTIVE COVENANTS

The following are Protective Covenants for WOODMAR SQUARE FILING NO.1, a subdivision situate in the County of Jefferson, State of Colorado.

PART A - PREAMBLE

WHEREAS, WOOD BROS. HOMES, INC., organized under and pursuant to the laws of the State of Delaware, is the sole owner in fee simple of the following land, to-wit:

WOODMAR SQUARE FILING NO. 1, EXCEPT Tracts B, E, F, G, H, J, K. and L, Jefferson County, State of Colorado.

AND WHEREAS, the above described owner is about to sell, convey and dispose of the property above described, and desires to subject said property to certain protective restrictions, conditions, covenants and charges, all of which are hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished, and that the health, comfort, safety, convenience and general welfare of subsequent owners of the property may be promoted and safeguarded,

NOW, THEREFORE, the following Protective Covenants are adopted to regulate and control the use of the aforesaid land:

PART B - RESIDENTIAL AREA COVENANTS

B-1. Land Use and Building Type. No lot shall be used except for residential purposes. Only single-family dwellings, private garages for not more than three cars and other outbuildings directly incidental to residential use shall be erected, altered, placed or permitted to remain on any lot, except for the possibility of a postal station on Tract D, and for improvements for park and recreation on Tracts A, C and D.

B-2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C of these Protective Covenants.

B-3-1. Dwelling and Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet for one-story structures, and the main floor and top level of tri-levels, and 700 square feet for two-story structures and mid-entry homes (both exclusive of basements).

B-3-2. Move and Set. All construction within the subdivision shall be new construction and no previously erected building, structure or improvement shall be moved and set upon any lot from any other location.

B-4. Building Location (Except Side Lot Setback). No building shall be located on any lot nearer than 12 feet to the front nor 20 feet to the rear lot line, nor nearer than 20 feet to any side street line.

B-5. Building Location, Side Lot Setback. EASEMENT. A variable side setback to an interior side lot line is permitted. The side yard setback may be "zero feet", provided, however, the minimum space between buildings on adjacent lots shall be ten (10) feet. If a building is placed on a lot closer than five (5) feet to the adjacent common lot line the following shall apply:

(1) There shall be and hereby is granted to the owner of said lot on which said building is located an easement five (5) feet in width, adjacent to said side lot line, on said adjacent lot for the purpose of constructing said building and permitting eaves and gutters to extend over said line not to exceed a total of thirty (30) inches, and for the cleaning, repair, maintenance and upkeep of the windows, walls and eaves of said building situate within five (5) feet of said lot line. The easement shall exist in that area of said adjacent lot within and adjacent to said common side lot line for the distance of said building wall and an additional five (5) feet to the front and rear of the building wall.

(2) The adjacent lot shall be and hereby is subject to said five (5) foot wide easement and is further subject to the restriction, equitable servitude, restricting all buildings (including fences and other structures) from being located on said adjacent lot within a distance of ten (10) feet of the building so erected within said five (5) feet of said common side lot line, excluding eaves, gutters and overhangs of not to exceed a total of thirty (30) inches.

(3) After completion of the construction of the building and improvements on said lot, owner of said easement who exercises his right to go onto said easement area for the purposes hereinabove set forth shall exercise said right only between the hours of 8:00 A.M. and 5:00 P.M., on week days (excluding Saturday and Sunday), except with the permission of the adjacent lot owner, and shall have the duty to diligently pursue his activities to a timely completion thereof and shall further have the duty to promptly replace, repair and restore the surface of said property to its condition existing prior to his entry thereon.

IN ANY EVENT, NO BUILDING SHALL ENCROACH UPON UTILITY EASEMENTS PROVIDED FOR ON SAID PLAT.

B-6. Site Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 63 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.

B-7. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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, obstruct or retard the flow of water in and through drainage channels in the easement: 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 one or more utility company is responsible.

B-8. Nuisance. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

B-9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any site at any time as a residence, either temporarily or permanently.

B-10. Water and Sewer. No individual water supply system or sewerage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as may be provided by such water or sanitation district as may serve the area.

PART_C - ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Architectural Control Committee is composed of John D. Wood, Jr., Floyd R. Wood and Robert R. Millican. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor such representatives as it may designate, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area of WOODMAR SQUARE FILING NO. 1 shall have the power, through a duly recorded instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. Control Committee address: 2109 South Wadsworth Blvd., Lakewood, Colorado 80227.

C-2. Procedure. The Committee's approval or disapproval as required in these 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.

C-3. Criteria of Consideration. In addition to all the other criteria herein set forth, the Committee shall generally determine whether the proposed improvement will protect the then value and future values of the properties then located in the subdivision, and to be erected therein. The Committee shall, in the exercise of its judgment and determination, use reason and good faith. Among the other considerations applied, the Committee will determine and base its approval or rejection upon the fact of whether said proposed improvements are reasonably compatible with other improvements erected and planned in said subdivision.

PART D - PARKS AND RECREATION AREA

D-1. Park sites shown on the plat, Tracts A, C and D will be developed and maintained by a Public Recreation District, or its successor, as follows:

D-1.a. Tract A, consisting of the 50 foot wide strip parcel adjacent to Colorado State Highway No. 121 and a portion of the Lilly Gulch drainage area, and Tract C, another drainage area, will be left in a near natural state and will contain a pedestrian travel path and areas for passive recreation, being principally open space. The improvement to be placed in Tracts A and C will be erected therein within one year after 75% of all the residential individual family living units have been erected in all of the filings of WOODMAR SQUARE, which area includes Filing No. 1 and all subsequential filings in said planned development area of WOODMAR SQUARE, weather permitting, but, in any event, within five years from the date of filing of these Covenants.

D-1.b. Tract D, situate north of Pikeview Drive, the

access to Colorado State Highway Mo. 121, and east of the strip park (Tract A) which is adjacent to said highway, may, at the " election of the postal authorities, contain therein a postal station and the required vehicular parking area and such additional recreational improvements and facilities as said Recreation District determines necessary.

The time for completion of said park area (Tract D) will be as set forth for Tracts A and C above, unless the postal station is placed on said property, in which event, park improvements will be placed thereon within six (6) months of the date of the final completion of said postal station, weather permitting.

PART E - MISCELLANEOUS

E-1. Signs. No sign of any kind shall be displayed to the public view on any site except one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent, or signs used and erected by a builder to advertise the property during the period when construction and sales of new dwellings occur.

E-2. Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any site.

E-3. Livestock and Poultry. 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 purpose; and, provided further, such dogs, cats or other household pets shall not exceed two of any one type of animal for each site.

E-4. Garbage and Refuse Disposal. No site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

E-5. Sight Distance at Intersections. No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any corner site except in conformity with the applicable resolutions, regulations and restrictions of the city and county boards and agencies of the County of Jefferson, State of Colorado, nor shall any tree be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

E-6. Radio and TV Antennas. Radio and TV aerials and antennas shall not exceed eight feet higher than the ridge of any structure, and shall be attached to said structure.

E-7. Storage of Boats, Campers, Trailers, Etc. No vehicle boats, campers, trailers or other such contraptions or devices shall be stored or permitted to remain for more than five (5) continuous days on any lot, except within enclosed garages or in completely enclosed 100%-secured-from-vision areas in the rear yard of the residence structure situate thereon.

PART F - STREET LIGHTING

F-1. Tariffs. All lots and tracts of WOODMAR SQUARE

FILING NO. 1 are 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. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

PART G - GENERAL PROVISIONS

G-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the sites has been recorded agreeing to terminate said covenants or change them in whole or in part.

G-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, or both.

G-3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WOOD BROS. HOMES, INC.

By: David D. Vanderhoofven
Vice President

ATTEST: J. Warren Clinton
Assistant Secretary

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The above and foregoing instrument was acknowledged before me this 25th day of October, 1972, by David D. Vanderhoofven_ as Vice President and J. Warren Clinton as Assistant Secretary of WOOD BROS. HOMES, INC., a Delaware Corporation.

Witness my hand and official seal.

My commission expires: August 5, 1975.