

PROTECTIVE COVENANTS (Book 3662 Page 457)

The following are Protective Covenants for WOODGATE SUBDIVISION FILINGS NO. 1 THROUGH 4, a subdivision situated in the City of Aurora, County of Arapahoe, 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:

WOODGATE SUBDIVISION FILINGS NO. 1 THROUGH 4, City of Aurora, County of Arapahoe, State of Colorado, except Tracts "A" and "B".

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 site shall be used except for residential purposes. Only single-family dwellings, private garages for not more than three (3) cars and other out-buildings directly incidental to residential use shall be erected, altered, placed, or permitted to remain on any lots; provided, however, churches may be erected on lots especially approved by the Architectural Control Committee.

B-2. Architectural Control. No building shall be erected, placed, or altered on any site 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 elevations. 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 one-story structures, exclusive of open porches and garages, shall not be less than 800 square feet. The ground floor area of two-story structures and the main floor of bi-level structures, both exclusive of open porches and garages, shall not be less than 750 square feet. The main and top floors of tri-level structures, exclusive of open porches and garages, shall total not less than 750 square feet.

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. No building shall be located on any lot nearer than twenty-five (25) feet to the front, nor twenty (20) feet to the rear lot lines, nor nearer than one-half (1/2) of the required front setback to any side street

line except: the minimum front yard setback on a cul-de-sac, or similarly curved frontage may be fifteen (15) feet except for the garage, which has (excluding eaves and overhangs) shall be located nearer than five (5) feet to an interior side lot line. No building, or portion thereof, (including eaves and overhangs) shall ever encroach upon any adjacent lot, nor shall any building encroach upon utility easements hereinafter provided for. There shall be not less than ten (10) feet between buildings, measured wall to wall (excluding eaves and fireplaces). However, nothing contained hereinabove shall restrict the right of the owner of a lot to apply for and obtain a variance from local building or zoning regulations for the purpose of constructing or altering a residence or other accessory building otherwise' in compliance with these Covenants. In the even that granting of said variance shall create a violation of these Covenants, the right of any person or persons to enforce the provisions of Paragraph B-4 and B-5, with respect only to the lots upon which said variance is granted, shall be extinguished upon the granting of said variance if done in full compliance with the established procedures, rules and regulations of the then duly constituted body legally empowered to grant variances to building code and zoning requirements.

B-5. Site Area and Width. No dwelling shall be erected or placed on any site having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be directed or placed on any lot having an area less than 6,000 square feet.

B-6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. Within these easements, and other easements of record which may have been granted subsequent to platting, 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 easements. 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 public authority or one or more utility company is responsible.

B-7. 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-8. Temporary Structures. No structure of 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-9. 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 Donald D. Martin, Raymond M. Harrington, and Dave Canaday. 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 WOODGATE SUBDIVISION FILINGS NO. 1 THROUGH 4 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. The Control Committee address is: Building #12, Lakeside Lane, Denver, Colorado 80212. (Contact the Woodgate Single Family HOA for current Architectural Guidelines.)

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 by receipted delivery or registered mail, or in the even 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 when his/her said proposed improvements are reasonably compatible with other improvements erected in said subdivision.

PART D - MISCELLANEOUS

D-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 (1) square foot, one sign of not more than five (5) 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.

D-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.

D-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.

D-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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

D-5. Sight Distance at Intersection. 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 Arapahoe, 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 obstacles of sight lines.

D-6. Radio and TV Antennas. Radio and TV aerials and antennas shall not exceed eight (8) feet higher than the ridge of any structure and shall be attached to said structure.

D-7. Storage of Boats, Campers, Trailers, Etc. No vehicles, 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, or on the street in front of any lot, except within enclosed garages or in completely enclosed, 100%-secured-from-vision areas, in the rear and/or side yard of the residence structure situated thereon.

D-8. Construction Yards and Offices; Sales Offices. Notwithstanding any provision contained hereinabove, nothing contained in these Protective Covenants shall be interpreted so as to prevent Wood Bros. Homes, Inc. from exercising, or assigning to a successor developer, the right to erect and maintain upon any lot(s) or tract(s) covered by these Protective Covenants, a sales office with signage generally appropriate thereto and/or a construction yard with construction office, either or both of which may incorporate the use of temporary structures and other features not otherwise permitted herein, provided that all such features and uses are otherwise permitted by the local governmental agency having jurisdiction.

All rights reserved to Wood Bros. Homes, Inc. in this paragraph shall terminate ninety (90) days following completion of the residential structure on the last lot not wholly or in part occupied by any such sales office or construction yard.

PART E - STREET LIGHTING

E-1. Tariffs. All lots of WOODGATE SUBDIVISION FILINGS NO. 1 THROUGH 4 are subject to and bound by Public Service Company of Colorado tariffs which are now and may in the future be filled 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 of Colorado rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

PART F - GENERAL PROVISIONS

F-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.

F-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.

F-3. Severability. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect

WOOD BROS. HOMES, INC.

Signed By: Sam Heiter, Vice President, July 7, 1992.

