

PROTECTIVE COVENANTS
OF THE
WILDWOOD VILLAGE HOMEOWNERS AND PROPERTY OWNERS, INC

ARTICLE I - RECITALS

1. **PROPERTY.** Warm Springs Company, a Colorado General Partnership (the "Owner") is the sole owner of certain real property described on Exhibit A and Exhibit B attached hereto and hereby incorporated herein. Arkansas-Platte & Gulf, Inc., a Colorado corporation is the owner of certain real property described on Exhibit C attached hereto and hereby incorporated herein. The real property described on Exhibit A is hereinafter referred to as the "Property", the real property described on Exhibit B is hereinafter referred to as "Parcel B" and the real property described on Exhibit C is hereinafter referred to as "Parcel C". The Owner desires to place certain restrictions and limitations on the Property for the use and benefit of the Owner and Arkansas-Platte & Gulf, Inc. and their successors in title to the Property, Parcel B, and Parcel C.

2. **GENERAL REQUIREMENTS.** It is the intention of the Owner, expressed by its execution of this instrument, that the Property shall be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, growth, native setting and surroundings of the Property shall always be protected insofar as possible in connection with the uses and structures permitted by this instrument.

ARTICLE II – DEFINITIONS

1. **RESIDENTIAL LOT.** All of the subdivision lots within the Property shall be designated on recorded plats of the subdivision by lot number and shall be residential tracts of not less than five acres each.

2. **GREENBELT.** All areas shown and designated on recorded plats of lands within the Property bearing the title "Greenbelt" shall be used for the joint and mutual benefit of all residential lot owners.

ARTICLE III – ENVIRONMENTAL CONTROL COMMITTEE

1. **ENVIRONMENTAL CONTROL COMMITTEE.** An Environmental Control Committee is hereby constituted; its members shall be F.M. Farrar, D.H. Hamilton and C. G. Taylor address – Route 1, Box 666, Franktown, Colorado 80116.

2. **CHANGE OF MEMBERSHIP.** Any member of the Environmental Control Committee may assign their authority to a new member, provided they have the ratification of the remaining board members.

3. **VARIANCES.** The Environmental Control Committee may, when circumstances such as topography, property lines, vegetation or other suitable reasons dictate, allow

reasonable variances of any covenant or requirement, provided at least 80% of the members of the Environmental Control Committee are in affirmative agreement regarding said variance.

- A. The approval of any variance shall not be constituted as a change of covenants or requirements, and will not be interpreted as establishing a precedent.
- B. The Environmental Control Committee has full authority to approve or deny any variance strictly on purely aesthetic grounds based solely on their judgment.
- C. It is anticipated that a Property Owners Association will be formed by the residents and property owners of the Property, therefore, when said Association has been constituted for a period of 24 months, the Environmental Control Committee will assign their authority to the governing board of such association, provided said board shall have at least 5 (five) members.
- D. The denial of a variance may be appealed to the Property Owners Association. Fifteen days prior to a meeting agreed upon by the board, the applicant shall notify by mail all Association members, who shall have the right to vote on the application of said variance. Said appeal will be granted if no less than 66% of the entire membership of the Association vote for approval.

4. **GENERAL REQUIREMENTS.** The Committee shall require that all construction, landscape improvements and alterations within the Property be complimentary to the natural surroundings. The Committee shall protect the seclusion of each home from others insofar as possible.

5. **PRELIMINARY APPROVALS.** Persons or association who anticipate constructing improvements within the Property, owning land within the Property, or who contemplate the purchase of such land, may submit a preliminary design of improvements to the Committee for informal review until complete design plans are submitted and approved or disapproved.

6. **ENVIRONMENTAL CONTROL COMMITTEE NOT LIABLE.** The Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to any portion of the Property, or any person or association submitting plans to the committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the committee, its members as individuals, advisors, employees, agents or developer.

ARTICLE IV – GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

1. **ZONING REGULATIONS.** No land within the Property shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of El Paso County, Colorado.

2. **SIGNS.** One “For Rent” or “For Sale” sign shall be permitted no larger than 20 X 26 inches. One lot entrance gate sign of a style and design as approved by the Committee shall be permitted. Otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any tract or lot within the Property.

3. **ANIMALS.** No animals will be raised or bred on any lot within the Property for food purposes or commercial reasons.

A. Household pets will be allowed. However, no more than two (2) of any kind of animal will be allowed without approval of the Environment Control Committee or its assigns.

B. Horses will be allowed only if they are kept corralled in an area not to exceed 1500 square feet.

(1) No more than two (2) horses will be allowed per site without the approval of the Environmental Control Committee or its assigns.

(2) Horses may be allowed to graze and pasture on a site for grass and weed control, etc, but be advised to feed a horse this kind of property requires 15 acres or more per year, per animal, and is not represented as capable of extended grazing without damage to the natural grass and vegetation. Therefore, horses must be fed supplementary and kept corralled.

(3) Pigs, goats and stallions are expressly prohibited on the Property.

(4) Other animals will be allowed only with the approval of the Environmental Control Committee or its assigns.

(5) All barns, stables, sheds or outbuildings permitted for housing of animals on any lot shall at all times be kept in as neat and sanitary condition as possible and no unreasonable accumulation of manure or other waste and litter shall be permitted.

C. All animals kept upon the Property shall be adequately quartered and humanely treated at all times.

4. **NO RESUBDIVISION.** Once subdivided, no tract described on the recorded plats of land within the Property shall be resubdivided into smaller tracts or lots not conveyed or encumbered as permitted on said recorded plats; however, conveyances or dedications of easement for utilities or private lanes or roads may be made for less than all of one tract.

5. **NO MANUFACTURING.** No manufacturing of any type shall be permitted on the Property or any subdivisions thereof, except that manufacturing of a nonoffensive character which can be carried on within a residence proper. No manufacturing in garages or outbuildings shall be permitted. Provided, further, however, that should any manufacturing that is being carried on within a residence be a nuisance either to adjoining landowners or other landowners in any of the lands within the Property or by the public generally, then such must cease and desist immediately.

6. **REFUSE AND RUBBISH.** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No land within the Property shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the Property and visible from public roads or adjoining or nearby premises. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted.

7. **UNDERGROUND UTILITY LINES.** All utility lines, water, gas, telephone lines, electricity lines, etc. within the limits of the Property must be underground and may not be above ground, except transformers, meters or light standards.

8. **GARDEN.** A family garden not to exceed 1000 square feet is permissible; no additional ground to be used for farming purposes.

9. **FENCING.** All fences on road frontages within the Property must be of wood or stone construction approved by the committee. Fencing on all other boundaries must be of new construction; wire may be woven or barbless. If barbless, a minimum of four (4) strands must be used. Posts must be spaced on a maximum of one (1) rod. No electrical fences will be permitted. Fences may not obstruct bridle paths or easements.

ARTICLE V – RESTRICTIONS ON LOTS OR TRACTS

1. Whether or not provision therefore is specifically stated in any conveyance or acceptance of title thereto, or by taking possession, the owner of the Property or any portion thereof covenants and agrees that no structure of any kind shall be placed upon the Property unless and until the plans and specifications and the plot plans have been approved in writing by the Environmental Control Committee or its assigns. Each such structure shall be placed on the Property only in accordance with the plans and specifications and plot so approved. Refusal or approval of plans and specifications by the Environmental Control Committee may be based upon any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the Environmental Control Committee or their assigns shall seem sufficient. No alteration in the exterior appearance of the building or structures shall be made without like approval.

Should the Environmental Control Committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of any

portion of the Property within thirty (30) days after written request, then such approval shall not be required, provided, however, that no building or other structure shall be erected or be allowed to remain in any tract which violates any of the covenants or restrictions herein contained. The issuance of a building permit or license which may be in contravention of these protective covenants shall not prevent the Environmental Control Committee from enforcing these provisions.

2. **NUMBER AND LOCATION OF BUILDINGS.** No buildings or structures shall be placed, erected, altered, or permitted to remain on any residential lot within the Property other than:

- (1) One detached single-family dwelling house; and a
- (2) Guest or servant house; and a
- (3) Attached or detached garage; and a
- (4) Service type barn, or stable.

All buildings and structures shall be set back at least 75 feet from the lot line which abuts an any street, and no building or portion thereof shall be placed closer than 25 feet to any side or back lot line.

3. **DWELLING HOUSE TO BE CONSTRUCTED FIRST.** A guest house, or servant house shall not be constructed until after commencement of construction of the dwelling house and garage on the same residential lot. At the time said plans and specifications receive approval, the prospective builder shall proceed diligently with said dwelling house and garage, and the same shall be completed within a maximum period of nine (9) months, excepting however, that this period may be enlarged by an additional three month period if said extension is made necessary by reason of encllement weather, inability to obtain materials, strikes, acts of God, etc. The exterior construction of all buildings must be completed, including treating or painting of wood before occupancy.

4. **DWELLING SIZE.** Ground floor area of each dwelling, exclusive of porches and garages, shall not be less than 1,400 square feet for a one-story dwelling, nor less than 1,000 square feet for a multi-level dwelling. When there is one and one-half (1 ½) or more stories to the home, the total floor space, exclusive of basement, must be no less than 1,800 square feet.

5. **TRACT LANDSCAPE DEVELOPMENT.** Approval shall be obtained from the Environmental Control Committee or its assigns to cut down, clear, or kill any trees on the property. Further, each and every grantee of the Property or any portion thereof agrees that all the trees cleared by him will be disposed of in such a manner that all tracts shall be kept free of accumulations of brush, trash or other materials which may constitute a fire hazard or render a site unsightly.

6. **CLOTHESLINES AND EXTERIOR TANKS.** No one shall place upon the Property clotheslines, swimming pool filter tanks, fuel oil tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining tracts.

Protective enclosures to screen the above must be approved by the Environmental Control Committee as a part of the plans for the improvements to be located on the Property.

7. **STORAGE**. No portion of the Property shall be used for the storage of lumber or any other material (except during construction of a house or approved outbuildings thereon,) and no portion of the Property shall be used for the storage of trucks, cars, machinery or equipment except during the development of land and construction thereon or that ordinarily kept for the operation of the Property for residential purposes as is normal in this area.

8. **USED OR TEMPORARY STRUCTURES**. No temporary house, mobile home or trailer shall be generally allowed on the Property, however, the Environmental Control Committee will consider separately each application to allow a mobile home on any residential lot on strictly a temporary basis, not to exceed six months, provided the construction of the improvements on said lot have commenced and financing and completion date are assured and a \$1,000.00 (One Thousand Dollar) cash bond is posted to guarantee completion date. No new dwelling shall be occupied in any manner prior to its completion. No basement, tent, shack, garage, barn or other outbuilding or recreational vehicle shall be occupied or used as a residence.

9. **EXTERIOR LIGHTING**. All exterior lighting and standards shall be approved by the Environmental Control Committee in the subdivision.

10. **OFF STREET PARKING**. Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residence. Recreational vehicles, boats, boat trailers, etc., parked on any residential lot within the Property shall be enclosed or appropriately screened so that they will not be visible from the street or from adjoining land. No parking shall be allowed within any road right-of-way.

11. **GARBAGE DISPOSAL, SANITARY SYSTEMS AND WATER SYSTEMS**. Each dwelling or structure containing a kitchen shall be equipped with a garbage disposal unit. No sewage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper public health agencies of the State of Colorado, El Paso County and the Environmental Control Committee.

12. **NO FOUNDATION CINDERBLOCK OR CONCRETE**. No foundation cinderblock or concrete shall be exposed. Facing must be of wood, brick, stone; no artificial stone facing, or any other manufactured product of this nature shall be allowed without the written approval of the Environmental Control Committee.

13. **NEW CONSTRUCTION**. Only new construction will be allowed; no used buildings and no metal buildings that do not, through their appearance, enhance the environmental surroundings will be allowed. The Environmental Control Committee must approve or disapprove structures of this type.

14. **NO CORRUGATED TYPE METAL BUILDINGS.** No corrugated type metal buildings and no metal buildings that do not, through their appearance, enhance the environmental surroundings will be allowed. The Environmental Control Committee must approve or disapprove structures of this type.
15. **FIREPLACES, CHIMNEYS, BARBEQUES.** All fireplaces, chimneys, and barbeques shall be equipped with spark arresting screens.
16. **DRIVEWAYS.** Culverts shall be a minimum of 15 inches diameter or that allowed for merging driveways into county approved roads and road barrow pits.
17. **LAND USES.** No offensive materials of any kind shall be kept on any part of the Property, nor shall any nuisance be maintained, nor shall any lot or building be used for any illegal or immoral purpose. Also, no open fires will be permitted and no hunting will be permitted within the Property.
18. **SINGLE FAMILY DWELLINGS.** Single family shall be interpreted to mean one male and/or female head of the household and his or her blood related or legally adopted dependants. Multiple families under one roof are expressly forbidden.

ARTICLE VI – ENFORCEMENT

1. **ENFORCEMENT ACTIONS.** The Environmental Control Committee shall have the right to prosecute any action, enforce the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the owners of the Property. In addition, each owner of the Property and Parcel B and Parcel C shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.
2. **LIMITATIONS ON ACTIONS.** In the event any construction alteration or site landscape work is commenced upon any portion of the Property in violation of these covenants and no action is commenced within sixty (60) days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said sixty (60) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE VII – GENERAL PROVISIONS

1. **SEVERABILITY.** Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.
2. **EFFECT AND DURATION OF COVENANTS.** The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of each and every owner of the Property, Parcel B and Parcel C, their successors, representatives and assigns, and shall be binding upon each and every owner of the Property, their successors, representatives and assigns and shall continue in full force and effect until

December 31, 1999, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each, unless amended as provided below.

3. **AMENDMENT**. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except, after December 31, 1999, by written consent of sixty-six and two-thirds percent (66 2/3%) of the owners of the privately owned land included within the boundaries of the Property as the same may then be shown by the plat and other records on file in the Office of the Clerk and Recorder of El Paso County, Colorado.

4. **ENFORCEMENT**. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the owner of any portion of the Property or Parcel B or Parcel C to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

Signed as of this 24 day of July, 1973.

Warm Springs Company, A Colorado general partnership

By: Flying Horseshoe Cattle Co., A Colorado partnership, a general partner of Warm Springs Company

By: Katherine T. Farrar, a general partner of Flying Horseshoe Cattle Co.

By: Frederick M. Farrar, a general partner of Flying Horseshoe Cattle Co.

Amendments

AMENDMENT I - 08/26/2002

Certificate of Amendment to Wildwood Village Protective Covenants

This Certificate of Amendment is made by the Wildwood Village Homeowners and Property Owners Association, Inc., a Colorado non-profit corporation (the "Association").

RECITALS:

1. Warm Springs Company, a Colorado general partnership, recorded on August 15, 1973, that certain Protective Covenants in Book 2613 beginning at Page 749, of the real property records of El Paso County, Colorado (the "Protective Covenants").

2. Section 3 of Article VII of the Protective Covenants provides that the Protective Covenants may be amended by the written consent of sixty-six and two-thirds (66 2/3%) percent of the owners of the privately owned land included within the boundaries of the real property described in the Protective Covenants.

3. More than sixty-six and two-thirds (66 2/3%) percent of all of the owners of subdivided lots within the real property described in the Protective Covenants have given their written consent to the amendment contained hereinbelow; such written consents shall be retained in the records of the Association and shall be available for inspection by contacting the Association's registered agent.

NOW, THEREFORE, the Protective Covenants are amended as follows:

1. To clarify and confirm the restrictions of Section 18 of Article V of the Protective Covenants, the following sentence is hereby added to Section 18 by this Amendment: Each Lot within the Property shall be occupied solely by a single family as defined above, and any occupancy or uses of a Lot by persons other than a single family are expressly prohibited.

2. Except as amended hereby, the unamended terms of the Protective Covenants shall continue in full force and effect.

AMENDMENT II - 05/04/2004

Certificate of Further Amendment to Wildwood Village Protective Covenants

This Certificate of Further Amendment is made by the Wildwood Village Homeowners and Property Owners Association, Inc., a Colorado non-profit corporation (the "Association").

RECITALS:

1. Warm Springs Company, a Colorado general partnership, recorded on August 15, 1973, that certain Protective Covenants in Book 2613 beginning at Page 749, of the real property records of El Paso County, Colorado (the "Protective Covenants") which included Exhibit A, Exhibit B, and Exhibit C attached hereto.

2. Section 3 of Article VII of the Protective Covenants provides that the Protective Covenants may be amended by the written consent of sixty-six and two-thirds (66 2/3%) percent of the owners of the privately owned land included within the boundaries of the real property described in the Protective Covenants.

3. More than sixty-six and two-thirds (66 2/3%) percent of all of the owners of subdivided lots within the real property described in the Protective Covenants have given their written consent to the amendment contained hereinbelow; such written consents

shall be retained in the records of the Association and shall be available for inspection by contacting the Association's registered agent.

NOW, THEREFORE, the Protective Covenants are amended as follows:

1. The following paragraph is hereby added to Article II of the Protective Covenants as Section 3:

The term "Association" shall mean and refer to the Wildwood Village Homeowners Association, Inc., a Colorado non-profit corporation, its successors and assigns. The Association has been organized to enforce these Covenants and Bylaws for the common benefit of the Owners and to exercise such other rights and perform such other duties as set forth in the Association's Articles of Incorporation and its Bylaws. Every owner of a lot, which is subject to these Covenants, shall automatically be a member of the Association and shall be subject to the rights and duties set forth in these Covenants and the Association's Articles and Bylaws. Membership shall be appurtenant to and may not be separated from ownership of a Lot, which shall be the sole qualification for membership. Each Lot shall have one vote in the Association, subject to the Association's Articles and Bylaws.

2. NOTICE IS HEREBY GIVEN TO ANY AND ALL TITLE INSURANCE COMPANIES AND OTHER PERSONS OR PARTIES THAT INFORMATION REGARDING THE WILDWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC. MAY BE OBTAINED FROM ITS REGISTERED AGENT LISTED WITH THE COLORADO SECRETARY OF STATE'S OFFICE.

The Association's current website is www.wildwoodvillage.org.

3. Except as amended hereby or previously, the unamended terms of the Protective Covenants shall continue in full force and effect.