

PROTECTIVE COVENANTS

June 4, 2002

This Indenture Witnesseth That:

WHEREAS, the undersigned are lot owners within the WILLOWBROOK SUBDIVISION comprised of the following described real property situated in the County of Jefferson, State of Colorado:

The Southeast quarter of Section 13, Township 5 South, Range 70 West of the 6th Principal Meridian; except that portion thereof described as; beginning at a point on the East-West centerline of said Section 13, which bears South 81°55'26" West 1800.78 feet, from the East quarter corner of said Section 13; thence South 1°23'30" West, 326.99 feet; thence North 88°46'00" East 1115.13 feet; thence South 7°42'12" East, 374.08 feet; thence North 87°07'48" East, 633.13 feet to the East line of said Section 13; thence N 0°12'48" East 609.90 feet, to said East quarter corner; thence South 88°55'26" West, 1800.78 feet to the point of beginning.

Also the Northeast quarter of Section 24, Township 5 South, Range 70 West. Also that portion of the Northwest quarter of Section 24, and the Southwest quarter of Section 13, Township 5 South, Range 70 West described as follows: Beginning at a point whence the center of said Section 13, bears North 0°45'15" East, 2106.43 feet, measured along the existing fence; thence South 85°24'19" West, 2111.50 feet, measured along the existing fence; thence South 05°33'46" East, 722.26 feet, measured along the existing fence; thence South 88°37'22" East, 1305.53 feet, measured along the existing fence line; thence South 14°05'21" East, 2377.15 feet, measured along the existing fence, to the East-West centerline of said Section 24.; thence North 87°50'54" East, along said East-West centerline 141.0 feet to the center corner of said Section 24; thence North 0°10'40" West, 3219.74 feet to the point of the beginning. Also, a parcel of land in the Northeast quarter of Section 13, Township 5 South, Range 70 West described as beginning at a point on the East-West centerline of said section 13, which bears South 88°55'26" West 2052.23 feet; thence North 69°35'57" East, 265.95 feet; thence South 1°23'30" West, 88.01 feet to a point on said East-West centerline; thence South 88°55'26" West, 251.45 feet to the point of beginning, located in Jefferson County, Colorado.

And WHEREAS, the present owners collectively recognize and acknowledge that the said property has thus far been developed and maintained as a carefully protected subdivision and community because of the PROTECTIVE COVENANTS recorded

in Book 1488, Page 70, County Clerk and Recorder of Jefferson County, Colorado on June 19, 1962 and amended on June 4, 1982, and because of the systematic, continuous enforcement of those COVENANTS,

And WHEREAS, the present owners desire that the WILLOWBROOK SUBDIVISION shall continue to be developed and maintained as a carefully protected subdivision and community, and also desire to modify and clarify the existing PROTECTIVE COVENANTS while preserving their scope and intent, as is their right under Article 20,

NOW, THEREFORE, the owners of the above-described land, for the use and benefit of themselves, their successors, grantees and assigns, and all persons claiming by, through or under them, do hereby declare, agree, restrict and covenant that the use, enjoyment and ownership of the lands herein, shall be, and the same are, hereby restricted, limited, conditioned and protected for the purpose of providing a high standard of construction and use as follows:

GENERAL

1. Willowbrook Association

The Willowbrook Association is a Colorado Corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and Bylaws to represent the interests of the property owners, to protect and enhance the value of the area, and to establish, acquire, own, operate and control community property and facilities.

The continued existence and support of the Willowbrook Association in carrying out its purposes and duties are necessary and desirable to property owners in the Subdivision.

Every owner of a lot or tract shall become a member of the Willowbrook Association upon the acquisition of said lot or tract. Membership shall be appurtenant to and may not be separated from the ownership of a lot or tract. Each owner of any lot or tract by acceptance of a deed, therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree both to pay to the Willowbrook Association the dues for such membership and that, if dues are not paid, they shall be a debt and lien against the property, for which the Willowbrook Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. Except where contradictory of this covenant, membership as well as its attributes and obligations shall be in accordance with the By-Laws of the Willowbrook Association.

2. Architectural Control

All plans and specifications in connection with the construction of any residence, fence, wall, driveway, or other structure and in connection with any exterior remodeling of any residence or other structure or any alteration of any wall, fence, or driveway, and, in connection with the construction of a residence, shall require the written approval of the Architectural Control Committee and shall comply with these covenants.

Before residential construction work begins on the property the owner shall submit to the Architectural Control Committee for approval, three complete sets of plans and specifications including the exterior design, the principal exterior materials to be used, the color scheme, exterior lighting plan, site plan, a topographic survey, the location of the building with respect to property line setbacks, topography and finished grade elevations, the location of the driveway, plans for the proper drainage of the lot with respect to adjacent lots, and in connection with the construction of the residence, the general landscape plan.

In passing upon such plans, specifications and other requirements, the Architectural Control Committee shall take into consideration whether the proposed residence or other structure and the materials of which it is to be built are suitable for the residential lot or site upon which the residence or other structure is to be erected, the harmony thereof with the surroundings and the effect of the residence or other structure as planned on the outlook from adjacent or neighboring property. The Architectural Control Committee shall respond to all owners who have submitted complete sets of plans and specifications with either approval or disapproval which shall clearly set forth the reasons therefore within forty five days after verifiable receipt by the committee. No residence or structure of any kind which has not or is not deemed to have received approval by the Architectural Control Committee and which does not fully comply with such approved plans and specifications shall be erected, constructed, placed or maintained upon any residential lot. Approval of such plans and specifications by the Architectural Control Committee shall be evidenced by written endorsement/stamp on each page of such plans and specifications, two copies of which shall be returned to the owner of the residential lot upon which the proposed work is to be done. The Architectural Control Committee shall retain one copy. No changes or deviations in and from such plans and specifications as approved shall be made without the prior written consent of the Architectural Control Committee. The Architectural Control Committee shall not be responsible for any structural defects in such plans or specifications of in any building or structure erected according to such plans and specifications.

3. Architectural Control Committee

- (a) The Architectural Control Committee shall consist of three Willowbrook Association members in good standing to be appointed by the Board of Directors of the Willowbrook Association. Appointments shall be for a term of three years. The Board of Directors can remove an Architectural Control Committee member for good cause. The Board of Directors shall appoint a member to complete any vacated term. Not more than one person may serve on both the Architectural Control Committee and the Board of Directors at the same time. Changes in the membership of the Architectural Control Committee shall be recorded annually with the Clerk and Recorder of Jefferson County, Colorado. The Architectural Control Committee may, from time to time, and after seeking and obtaining the advice and consent of the Board of Directors of the Willowbrook Association, promulgate guidelines in accordance with the provisions of the covenants.
- (b) The Architectural Control Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to all Willowbrook Association members for inspection at reasonable hours.
- (c) The Architectural Control Committee and the association members thereof shall not be liable in damages to any person submitting requests for approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.
- (d) The approval or consent of the Architectural Control Committee to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee as to any application or other matters whatsoever subsequently or additionally submitted for approval or consent hereunder.

LAND USE

4. Residential Lots

- (a) All lots in this subdivision shall be known and described as residential lots and shall be used only for residential purposes, except for property (lots and tracts) owned by the Willowbrook Association.
- (b) No building shall be erected, altered, or permitted to remain on any residential lot or tract other than one detached single family residence/dwelling, with the exception of tract A (see # 6).
- (c) Two family (duplex) and multi-family dwellings or other derivatives of these uses or occupancies are not permitted.

(d) For purposes of these covenants a residence shall be defined as a fixed structure on a proper foundation, composed of interrelated and interconnected parts, consisting of adjoining rooms including but not limited to kitchens, bathrooms, bedrooms, and such others as are intended for and limited to use by one family living independently of any other family and including an attached garage.

(e) For purposes of these covenants the term “interconnected” shall mean that all parts of the building or structure must be structurally linked to each other by common walls and/or roofs.

5. Permitted / Not Permitted Structures

(a) Except for ACC approved hot tubs and children’s playground equipment, other buildings and or structures including but not limited to detached garages, barns, shops, factories, sheds, storage buildings, carports, open or closed sided shelters, tarpaulins, gazebos, large pet houses, clubhouses, compilations of arbors, pergolas, trellises, trilliages, sport courts or any derivatives of these uses or occupancies are deemed to contravene the intent and spirit of one detached single family residence/dwelling and are specifically prohibited by these covenants. Tents are permitted for special events only and are not to exceed five days.

(b) Any non-commercial trailer, boat, pop-up camper, bus, all terrain vehicle, tractor, and similar motorized vehicles/equipment other than recreational vehicles, campers, motor homes discussed in (c) below, shall be kept, stored, or maintained only within an attached garage or fully screened area (subject to A.C.C. approval) which effectively limits the view thereof from adjacent lots, streets, or common areas.

(c) Recreational vehicles including but not limited to 5th wheel campers, motor homes, and similar vehicles titled and licensed in the name of the present Willowbrook homeowner are permitted to be kept on the homeowners property (on or bordering the driveway) as long as any such vehicle is owned or on the property as of the approval and recording of these covenants. This covenant “grandfathers” existing owners and existing vehicles. Therefore, reasonable replacement or upgrades of existing recreational vehicles by existing vehicle owners are permitted. This covenant does not run with the land, and the rights given by it self extinguish when the present lot owner changes.

(d) No stripped down, wrecked, junked, unlicensed, or inoperable motor vehicle shall be kept, parked, stored, maintained, dismantled, or assembled in any lot other than within an attached garage.

(e) No commercial vehicle bearing commercial insignia or names shall be parked on any lot, unless such vehicle is temporarily parked for the purpose of providing services to the lot or adjacent properties or unless the

vehicle is the primary transportation for the lot owner. Vehicles bearing commercial insignias, names, signs, or banners shall not be parked with the intent or the purpose of advertising. No heavy construction equipment and/or trailers for such heavy equipment shall be parked on any lot unless such equipment/trailers is temporarily parked for the purpose of providing services to the lot.

(f) No discharge of waste and effluent will be permitted from recreational vehicles or campers in the neighborhood.

6. Lot Splitting

No residential lot or residential tract in this subdivision (with the exception of Tract A) shall be subdivided or split for the purpose of creating an additional building site for another residence or any other building. No residential lot or residential tract existing at the time of the acceptance of these covenants shall be reduced in dimensions or area for the purpose, directly or indirectly, of creating an additional building site, nor may any easement (except utility) or other interest therein less than the whole be conveyed by the owner thereof, provided, however, that nothing herein shall be deemed to prevent or require the transfer or sale of any lot to more than one person to be held by them as tenants-in-common or joint tenants. If there is a division of Tract A it must be consistent with current Willowbrook platting.

7. Scrape Offs and Pop Ups.

If any residence is totally or partially removed for the purpose of building a total or partially new residence, the newly constructed building, total or partial, shall be placed on the lot in the same location previously occupied by the total or partial building which was removed. In the event that the new building or addition is larger than the removed building or part thereof, then the new building or addition shall substantially occupy or cover the location or footprint of the building or partial building which was removed.

8. Each Lot Unique

Because each lot and tract in the Willowbrook subdivision is unique in dimension, location, topography and character, no approval of any kind by the Architectural Control Committee with respect to any particular lot may be used as a precedent for an approval on any other lot or tract.

9. Building Location

No building shall be located on any site nearer than fifty (50) feet to the front lot line or nearer than thirty (30) feet to any exterior lot line or rear lot line except on corner lots whereon buildings may be constructed within thirty (30) feet of the street site lot line, except as allowed by Jefferson County authorities, and/or the Architectural Control Committee.

10. Obstruction to View

On any corner lot on which a setback line is established by this resolution, no wall, fence or other structure shall be erected and no hedge, shrubbery or other growth shall be maintained in such location between such setback line and street line so as to cause danger to traffic.

11. Site Disturbance and Maintenance

(a) Vegetation: Driveways, parking areas and foundation excavating shall be planned to have minimal destruction of existing vegetation and plant growth. No live trees shall be cut down, relocated or removed from any lot, except those that are within fifteen feet of foundations or driveway pads, unless approved by and permission is granted in writing by the Architectural Control Committee. Necessary cuts, fills, earth disturbance must be reseeded or planted with ground cover.

(b) Topography: Construction and/or excavation shall be minimized and landscaping shall be done in harmony with natural topography of the site and surrounding property.

(c) Drainage: Construction and/or excavation must be done in such a manner as to not interfere with the established drainage onto the site or from the site onto adjacent properties. Any driveway built over a ditch or drainage area must have a culvert or other means of maintaining adequate drainage at the road entrance to provide for water drainage along that side of the road.

12. Utilities and Easements

All public utility service shall be installed underground, except where impracticable to do so, which shall be determined by the Architectural Control Committee. Each purchaser must provide such reasonable easements as may be required for installation and maintenance of said utilities.

(a) All propane storage tanks used for cooking and/or outdoor heating must be installed above ground and hidden from view.

(b) No gasoline, diesel fuel storage tanks, or water tanks, except as provided above, shall be permitted.

13. Signs

No signs of any kind shall be displayed to the public view on any site except a free standing sign of not more than five square feet identifying the owner(s) or address of the property or advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs are subject to approval of the Architectural Control Committee.

14. Livestock and Poultry

Other than cats, dogs and indoor household pets, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential lot or tract. No animals shall be bred or maintained for any commercial purposes. All animals must be on a leash while away from said premises. Horses are to be housed in the stable and/or pasture area so designated on the plat hereof.

15. Nuisances

No noxious or offensive activity shall be carried on upon any site either as a hobby or a business. The discharge of a firearm on or from any Association Member's lot or from or on Association property shall be deemed a nuisance under these Covenants. Piloted aircraft or helicopters cannot take off or land on any lot or Association property except for emergency purposes. No noise or other nuisance shall be permitted to exist or operate upon any lot that is offensive or detrimental to any other property or its occupants.

16. Trash

All rubbish and trash shall be promptly removed from all lots and shall not be burned thereon. No rubbish, debris or junk of any kind shall be placed or permitted to accumulate upon any lot and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Failure by the owner/Association member to comply with any "clean-up" notice will result in a cleanup by the Association and such

expense shall be at the owners expense and shall constitute a lien upon the owner/Association member's property.

17. Waste Disposal

All homes must be equipped with a garbage disposal unit. Septic systems must be properly maintained according to Jefferson County Health Dept. regulations. All waste not destroyed in a garbage disposal unit shall be kept in sturdy, covered sanitary containers until collection.

18. Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

CONSTRUCTION

19. Dwelling Height

Only new construction is to be permitted and no older buildings can be moved onto any site in this subdivision. One single-family dwelling shall comply with the following:

- (a) The regrading of a lot to gain additional building height is not permitted.
- (b) The highest point (excluding chimneys) of the dwelling shall not exceed nineteen feet (19') from the highest grade elevation of the dwelling.
- (c) The highest point (excluding chimneys) of the dwelling shall not exceed twenty six feet (26') from the upper surface of the lowest floor level; except that, in the case of dwellings with crawl spaces or below grade basements with no walkouts and with only window emergency egress, the height shall be measured from a point no higher than the point at which the lowest natural grade elevation intersects the house.

20. Dwelling Size

(a) The ground floor area of the main structure shall not be less than two thousand (2000) square feet, exclusive of garages, and shall be not less than one thousand six hundred (1600) square feet of living area on the main floor for structures greater than one story, exclusive of garages.

(b) Each dwelling/residence must have an attached garage (see 4d). A garage may have a maximum of three drive through doors in any combination of door widths not to exceed a cumulative total width of thirty (30) feet. Any other external doors to the garage may not exceed a width of four (4) feet, except that for purposes of yard access, one door not wider than eight (8) feet may be allowed, but only if it is located on a different side, so that it cannot be utilized for vehicular access to the driveway or street.

(b) Attached patios, covered or uncovered decks, greenhouses, studios, conservatories or any derivative of these are permitted, if approved by the Architectural Control Committee, but may not be used in calculating the number of square feet required in size of the dwelling unless they are clearly a room within the perimeter of the outside walls of the dwelling. Further, none of the above, nor the space below them in the case of raised patios or decks, may be used as a sheltering use or occupancy for vehicles unless completely enclosed, consistent with the architecture of the home.

(d) No carport, open-sided shelter, tent, tarpaulin, similar device or structure or any derivative of these is permitted as a substitute for the items permitted in (c) above, even though attached to the dwelling as purporting to be a part thereof.

21. Minimum Construction Requirements

All homes constructed in this subdivision are to conform with the codes set up by Jefferson County and all homes shall meet minimum requirements established by the Federal Housing Administration.

22. Exteriors

(a) Exteriors of all homes must be either brick, brick veneer, stone, stone veneer, wood siding, stucco or other approved material. Roofing material shall be wood shake, tile or other approved material. No imitation brick siding or concrete block exteriors shall be permitted. The Architectural Control Committee may consider new technology or materials, which are in harmony with the above-approved materials.

(b) No house exterior may be painted any color other than earth tones unless the color is consistent with the traditional character of the architecture of the house and in harmony with the character of the subdivision. Exterior Color changes require approval of Architectural Control Committee prior to application.

(c) No building or structure shall be permitted to fall into disrepair. Buildings or structures must at all times be kept in good condition, and adequately painted or otherwise finished. If a structure is destroyed, wholly or partially, by fire or casualty, the structure shall be promptly rebuilt, repaired to original condition or the remaining structure and debris totally removed from the lot and the lot restored to original condition after receipt of notice from the Architectural Control Committee and not to exceed one year.

(d) Radio, television and other antennas shall not extend above 10 feet from the highest point of the roof of said house (excluding the chimney).

23. Exterior Illumination

A lighting plan is required as a part of any new home or remodeling plan submittal to the Architectural Control Committee. Additions/changes in lighting to any property shall utilize fixtures that emphasize downcast illumination, and must be approved by the Architectural Control Committee.

ADMINISTRATION

24. Changes in Covenants

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 (20) years from the date hereof unless otherwise amended, after which time said covenants shall be automatically extended for a successive period of twenty (20) years unless an instrument signed by sixty percent of the then lot owners of the property has been recorded, agreeing to change said covenants in whole or part. Multiple lot owners shall get one vote for each lot owned.

25. Enforcement

(a) The Association, or any Owner or group of Owners adversely affected, shall have the right to enforce, by a proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, rights-of-way and other provisions contained in this Declaration of Protective Covenants or in the Articles of Incorporation, By-Laws or rules and regulations adopted by the Association, as the same exist or may hereafter be amended; but the failure of the Association or any Owner to seek enforcement shall not be deemed a waiver of the right to do so thereafter. In any such proceeding the Court shall award the prevailing party reasonable costs and attorney fees incurred in prosecuting or defending the proceeding.

(b) The Association may impose and collect charges for late payment of assessments, and may recover reasonable attorney fees and costs for their collection. After notice and an opportunity to be heard, the Association may also levy and collect reasonable fines for violations of the Declarations, By-Laws and rules and regulations of the Association.

(c) Any unpaid assessment, fee or fine assessed or levied against an Owner, as well as any judgment that may be entered thereon, shall bear interest at the prime discount rate plus 7% per annum and the Association shall have a statutory lien against the Owner's Lot for all such monies. The lien of the Association shall be superior to any homestead exemption now or hereafter provided by Colorado or Federal Law and the acceptance of a deed to any Lot subject to this Declaration shall constitute a waiver by all persons entitled to claim the homestead exemption as against such charges and the lien thereof. No Owner may waive or otherwise escape liability for any such charges provided for herein or the lien for nonpayment by non-use of the common areas of the Association or abandonment of his Lot.

(d) The annual assessments, together with interest, late charges and any costs and reasonable attorney fees incurred in the enforcement or collection of any delinquent assessment shall be the personal obligation of the person or entity owning the Lot at the time the assessment fell due. An Owner's personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed, although the lien for the assessment shall remain a charge against the Lot until paid.

26. Severability

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions; but all of the remaining covenants shall continue unimpaired and in full force and effect.

27. Legal Description/Definitions

(a) All provisions, terms, phrases and expressions contained in these covenants, shall be construed according to these covenants' stated purpose and intent.

(b) Words and phrases not otherwise defined in these covenants shall be construed according to the common and approved usage of the language, but technical words and phrases not otherwise defined in these covenants that may have acquired a peculiar and particular meaning in law shall be construed and understood according to such meaning.

(c) Unless otherwise specifically indicated, lists of items or examples that use such terms as "for example", "including", and "such as", or similar language are intended to provide examples; not to be exhaustive lists of all possibilities.

(d) If the provisions contained in these covenants are inconsistent with one another, or if they conflict with provisions found in other adopted codes, ordinances or regulations of Jefferson County, The State of Colorado or any other governmental body having jurisdiction over the Willowbrook Subdivision, the more restrictive provision will control.