

Recpetion No. 120553 Recorded at 1:30 P.M. on May 20, 1971 Book 206 Page 782-784A
Clerk and Recorder

DECLARATION OF PROTECTIVE COVENANTS

FOR

WILDERNEST FILING NO. 2

JMC Co., hereinafter called "Grantor," is the owner of all that real property described in Exhibit A and shown on the map marked Exhibit B, both attached hereto. Such real property is sometimes hereinafter called "the Premises."

Grantor hereby makes and declares the following limitations, restrictions and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon Grantor and upon all persons claiming under Grantor and upon all future owners of any part of such real property or of any lots therein, so long as these restrictive and protective covenants shall remain in effect as now written or as hereafter altered:

1. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the Premises, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against fires and unnecessary interference with the natural beauty of the Premises; all for the mutual benefit and protection of the owners of lots within the Premises. It is contemplated that future owners of parts of the Premises may create or reserve protective covenants on such parts; but no such future covenants shall waive any of the covenants and restrictions contained herein, but may add thereto in ways not inconsistent herewith.
2. DEVELOPMENT DENSITY: The maximum number of dwelling units for each lot shall be as shown on the plat of WILDERNEST Filing No. 2, provided, however, one or more adjacent lots under one ownership may be considered as one lot and the maximum number of dwelling units for such combined lot shall be the total of that allowed for all lots included therein. It is contemplated that, in general, any part of the Premises that is planned for development as a unit shall be so laid out and designed that not over 70% surface area of each such part shall be used and occupied for buildings, parking and roads.
3. PARKING. There shall be provided for each dwelling unit constructed on the Premises paved offstreet parking for not less than two standard sized American automobiles. Such parking spaces shall be used solely for the parking of automobiles and there shall not be parked therein trailers, boats, mobile homes, campers not mounted on a truck, or vehicles other than automobiles except while loading same.
4. FURTHER SUBDIVISIONS: There shall be no further subdivision of the lots in WILDERNEST Filing No. 2 without the prior written consent of the Grantor.
5. PLANS AND SPECIFICATIONS: No site clearing shall be commenced, no building or other structure shall be started, constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein, including exterior surface finish or other appearance changes, be made, until the general lay-out and plan for each

development, addition, change or alteration thereto and the complete plans and specifications therefor have been submitted to Grantor and by it approved in writing. Said plans and specifications shall include, but shall not be limited to, the following:

- a. the floor, elevations, plot grading and complete landscaping plans and details;
- b. all ponds, basins and water retaining structures and, if requested by Grantor, the plans and specifications therefor shall be prepared by a registered engineer;
- c. the principal exterior materials and color schemes, and the location, character and method of utilization of all utilities;
- d. a full description of all fences, signs, lighting, off-street parking, site clearance and landscaping planned in connection with the main construction.

6. APPROVAL CRITERIA FOR SUBMITTED PLANS: In passing upon all such plans, specifications and details, Grantor shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built to the lot upon which it is to be erected, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook for adjacent or neighboring lots and its fitness within the general development plan and lay-out. Grantor agrees to use reasonable judgment in passing upon all such plans and specifications, but Grantor shall not be liable to any person for Grantor's actions in connection with submitted plans and specifications, unless it be shown that Grantor acted with malice or wrongful intent.

7. COLD ROOF REQUIRED: The plans and specifications for all such buildings shall provide for a cold roof or its equivalent.

8. COMPLIANCE WITH SUBMITTED PLANS: Each development in a given area and each building and all other structures and use incidents shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications.

9. BUILDING CODE: All buildings of every sort constructed within the Premises shall conform to the local building code in effect at the time of construction, and if none exist shall conform to the latest edition of the Uniform Building Code as published by the International Conference of Building Officials.

10. EASEMENTS: The Premises are subject to any sewer easements of record. The Premises are subject to rights of way for roads to the extent necessary to provide public access to all lots and main structures. Such road easements may also be used for water lines and other buried utilities. Easement is reserved over a ten-foot strip on all sides of each lot for extension of utilities and facilities. As buildings are constructed and utility and facility connections are made, Grantor may surrender by a writing signed and acknowledged such easements along lot lines as are found to be unneeded.

11. FENCES: No fence, wall or similar type barrier of any kind shall be constructed, erected or maintained on any lot for any purpose whatsoever, except such fences or walls as may be approved by Grantor as an integral or decorative part of a building to be erected on a lot, or in conformance with the overall landscaping plan.

12. SIGNS: No signs, billboards, or other advertising structure of any kind shall be erected, constructed or maintained on the Premises for any purpose whatsoever, except such signs as have been approved in advance by Grantor for identification of subdivisions or of apartments or condominiums, or for the sale or rental of same.

13. WATER AND SEWER FACILITIES: Each structure designed for occupancy by human beings shall, before the same shall be occupied or used, be connected with the sewer facilities and with such other utilities as shall have been made available by Grantor or by utility companies or by special districts.

14. DISTRICTS: Each future owner of property within the Premises hereby waives any right to object to the formation of one or more Local Improvement and Service Districts which include such owner's land, and waives any right to join in any petition opposing the formation of such a District, and each owner shall support the formation and operation of any such District for the mutual protection of property owners of all parts of the Premises.

15. TRASH: No trash, ashes or other refuse shall be thrown or dumped on any land within the Premises. There shall be no burning of refuse out of doors. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from the public view and protected from disturbance. These restrictions also apply to contractors during construction.

16. LIVESTOCK: No animals, livestock, horses or poultry (except dogs, cats and other pets for household enjoyment and not for commercial purposes) shall be kept, raised or bred in the subdivision.

17. TREES: Living trees within the Premises shall not be disturbed, except as required for the intended use of the lot, and then only as approved in advance by Grantor in connection with general landscaping plans submitted to Grantor.

18. SET BACK REQUIREMENTS: There shall be no general rule for the location of improvements with relation to property lines, but all actual construction sites shall receive the advance approval of Grantor. Set backs established by the county will be considered minimum.

19. TEMPORARY STRUCTURES: No temporary structure, excavation, basement, trailer or tent shall be permitted on the Premises, except as may be determined to be necessary during construction and specifically authorized in writing by Grantor.

20. CONTINUITY OF CONSTRUCTION: All structures commenced on the Premises shall be prosecuted diligently to completion and shall be completed within twelve months of commencement unless some exception is granted in writing by Grantor.

21. NUISANCE AND FIREARMS: No noxious or offensive activity shall be carried on within the Premises; nor shall anything be done or permitted which shall constitute a public nuisance therein, nor shall any firearms be discharged within the Premises.

22. EFFECT AND DURATION OF COVENANTS: The conditions, restrictions, stipulations, agreements and covenants contained herein

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shall be for the benefit of and binding upon each lot in the Premises, and each owner of property therein, his successors, representatives and assigns, and shall continue in full force and effect until January 1, 1999, at which time they shall be automatically extended for five successive terms of ten years each.

23. AMENDMENT: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated, or amended except by written consent of the owners of 75% of the privately owned land included within the boundaries of the Premises.

24. APPROVALS BY GRANTOR: The approvals of Grantor provided for herein may be given by the Grantor, its duly authorized agent, its successors and assigns, or a committee appointed by the Grantor, to and until the authority to give such approvals shall be transferred by the Grantor, its successors, or assigns to an association made up of the owners of the lots within WILDERNEST Filing No. 2.

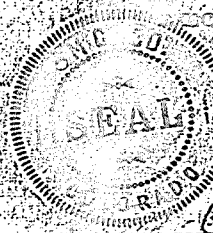
25. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the Premises to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

26. SEVERABILITY: Invalidation of any one of the provisions of this instrument by judgment or court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESSED this 28th day of April, 1971.

JMC CO.

By Shelby F. Baker
President

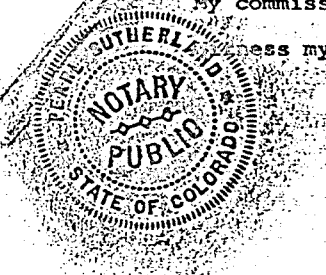


STATE OF COLORADO)
Secretary) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of ___ 28th, 19 71, by Shelby F. Baker as President and Wa. C. Neu as Secretary of JMC Co., a Corporation.

My commission expires ___ My Commission expires Mar. 12, 1973.

Witness my hand and official seal.



Pearl Sutherland
Notary Public
Pearl Sutherland
NOTARY PUBLIC, STATE OF COLORADO

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4