409281 07/20/1993 08:05A B: 680 P: 261 Constance Joiner, Clerk & Recorder, Teller Cnty

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

CRESTWOOD PARK FILING NO. 2

WOODLAND PARK, TELLER COUNTY, COLORADO

PK Enterprises Inc., a Colorado Corporation, herein called "DECLARANT", is the owner of real estate in the City of Woodland Park, Teller County, Colorado referred to as

CRESTWOOD PARK FILING NO. 2

more particularly described as Lots _1_ thru _51_, CRESTWOOD PARK, FILING NO. 2 as shown by Final Plat recorded in Book_395_, at Page_647__, of the records of the Clerk and Recorder of Teller County, Colorado.

I. Purpose. In order to establish the Subdivision as a first-class, single family residential area and to provide for the preservation of values and to protect the living environment in the area, DECLARANT hereby declares that the Subdivision shall be held, leased, sold and conveyed subject to the covenants, restrictions, and provisions hereinafter set forth and that each covenant, restriction, and protection of this Declaration is for the benefit of DECLARANT and the Subdivision and each portion and each present and future owner of each land and shall apply to and bind the respective successors in interest of the present owners of each interest in the Subdivision.

II. Definitions:

- A. Owner: The person or persons holding title to a parcel of real estate. Owner does not include the holder of a mortgage, deed of trust or other encumbrance.
- B. <u>Structure</u>: Structure shall mean any thing or device other than trees and landscaping the placement of which upon any building site might affect its architectural appearance including, by way of illustration but not by way of limitation, any building, garage, porch, shed, greenhouse, coop or cage, patio, swimming pool, tennis court, fence, wall or hedge more than 2 feet in height, sign and any temporary or permanent living quarters. Structure shall also mean any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of any waters in any natural or artificial stream, wash or drainage area or channel upon or across any lot.
- C. <u>Accessory Buildings</u>: Garages, patios, separate kitchen and other buildings customarily used in connection with the single family residence.

409281 07/20/1993 08:05A B: 680 P: 262 Constance Joiner, Clerk & Recorder, Teller Cnty

- D. <u>Accessory Structures:</u> A structure customarily used in connection with a single family residence.
- E. Approving Authority Address: The address of the approving authority PO BOX 378, Divide, Colorado 80814. The approving authority may change its address from time to time by duly acknowledged written instrument filed for recorded with the Clerk and Recorder of Teller County, State of Colorado.
- F. Building Site: Any area platted as a lot and any area consisting of portions of a lot or lots which is approved by the approving authority as the location for a dwelling and its accessory buildings.
- G. <u>Gender and Number:</u> Whenever the context permits, owner or owners shall be deemed to refer equally to persons of both sexes and to corporations, singular to include plural and plural to include singular.
 - III. Single Family Residential Restrictions.
- A. All lots and building sites in the Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any lot or building site.
- B. No structure shall be erected within the Subdivision except single family dwellings and those accessory buildings and accessory structures which have been approved by the Approving Authority.
- C. All construction shall be new. No building or dwelling unit maybe moved onto a lot or building site except as expressly hereinafter provided for temporary buildings.
- D. No building materials shall be stored on any lot except temporarily during continuous construction of a building or its alteration or improvement.
- E. A structure shall not be occupied in the course of original construction until certificate of occupancy is obtained. All work of construction shall be prosecuted diligently and continuously from the time of commencement until fully completed.
- F. Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by the DECLARANT or with the permission of the Approving Authority. Model homes may be used and exhibited by DECLARANT or with the permission of the Approving Authority. Temporary buildings permitted for construction or administration

409281 07/20/1993 08:05A B: 680 P: 263 Constance Joiner, Clerk & Recorder, Teller Cnty

purposes or for sales offices shall be promptly removed when they cease to be used for these purposes. No structure other than a dwelling, no accessory building other than a guest house or servants' quarters, no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other structure may be placed on any building site except with the permission of the Approving Authority.

IV. Easement for Utilities:

- A. DECLARANT hereby reserves to itself, its successors and assigns, over, under, in and across portions of each lot, those strips of land along and adjoining each lot line, as shown on crestwood park filing no. 2 recorded in Book 395, Page 647, of the records of the Clerk and Recorder of Teller County, Colorado, perpetual, alienable, divisible and releasable easements, and the right to grant from time to time easements for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water lines, for utility lines, for telephone lines, for cable television lines, for drainage, and for other similar or dissimilar facilities and purposes, and for any one or more of such purposes.
- B. All utilities except lighting standards and customary service devices for access, control or use of utilities shall be installed underground.
 - V. Density, Set Back and Quality Standards:
- A. No more than one principle dwelling shall be erected or maintained within any building site, to wit: a lot as established by the recorded plat or the combination of two or more lots or portions thereof as approved in writing by the Approving Authority, and aggregating not less than 15,000 square feet.
- B. Except for fireplace projections integral with the building eaves and overhangs which have been approved in writing by the Approved Authority, all building, porch, projection or other part of a building shall be in conformance with the applicable zoning regulations ad indicated in the Zoning Ordinances of the City of Woodland Park, Colorado.
- C. All dwellings shall be accompanied by an approved light standard at the end of the driveway and all culverts at driveways shall use the standard wood post headwall.
- D. Exterior building materials shall be wood, stone, brick, stucco or an alternate approved by the Approving Authority. Color of all material shall be earthtone. Buildings shall have 5 separate roof lines. On the street side elevation, there must be

409281 07/20/1993 08:05A B: 680 P: 264 Constance Joiner, Clerk & Recorder, Teller Cnty

3 wall planes with no two walls equaling more than 75% of the total wall area. Variances may be approved by the Architectural Control Committee.

- E. No dwelling shall be erected which, exclusive of porches, patios, covered but unclosed areas, garages and attached accessory buildings has less than the following minimum areas: 1,250 square feet floor space above ground.
 - P. All dwellings shall have an attached 2-car garage.
- G. No dwelling or other structure shall be more than two stories in height except with the prior permission of the Approving Authority. Each driveway will be paved with a material approved by the Approving Authority.
- H. All roof areas shall be of cedar shakes, cedar shingles, Timberline shingles, or equal, and shall be of earthtone color. No 3 tabs or T-locks shall be allowed.
- I. No aerial, antenna or device for transmission of radio or television or other electronic signals may be maintained or erected within the Subdivision. No aerial, antenna or device for reception of radio or television or other electronic signals shall be maintained on the roof of any building nor shall any such structure be maintained at any location so as to be visible from neighboring property or adjacent streets.
- J. Each owner shall maintain the exterior of the dwelling and any fencing and accessory buildings in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent and shall cause them to be repaired periodically and before the surfacing becomes weatherbeaten or worn off.
- $K. \quad \mbox{\footnote{Any}} \ \mbox{accessory building or structure shall harmonize}$ in appearance with the dwelling situated on the same lot.
- L. Any dwelling or building which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God, must be rebuilt or all debris must be removed and the lot restored to a sightly condition. Any such rebuilding or restoration shall be completed with reasonable promptness and in any event within six months.
 - VI. Living Environment Standards:
- A. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage. All outdoor clothes poles, clothes lines and other facilities for

409281 07/20/1993 08:05A B: 580 P: 265 Constance Joiner, Clerk & Recorder, Teller Cnty

drying or airing of clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

- B. No ashes, trash, rubbish, garbage or other refuse shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collections.
- C. No noxious or offensive activity shall be carried on upon any lot nor anything thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on on any lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living unit.
- D. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any structure or within any building site.
- E. Except with the permission of the Approving Authority, which permission shall be revocable:
 - (1). No electronic or radio transmitter of any kind other than garage door openers shall be located or operated in or on any structure or within any building site.
 - (2). No animals except an aggregate of two domesticated dogs or cats and except domesticated birds and fish and other small domestic animals permanently confined indoors shall be maintained within the Subdivision and then only if kept as pets. No animals of any kind shall be permitted which in the opinion of the Approving Authority makes an unreasonable amount fincise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purposes.
 - (3). No boat, trailer, camper (on or off supporting vehicle), commercial vehicle, mobile home, motor home, motorcycle, inoperable car or truck, or unused car or truck, tractor, any towed trailer unit, or truck excepting only pickups solely for the private use of the residents of a dwelling shall be parked overnight on any street, within any lot or building site except in a completely enclosed structure, or fully screened in a manner approved by the Approving Authority so as not be visible at ground level from any neighboring property or street.
 - (4). No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed

409281 07/20/1993 08:05A B: 680 P: 266 Constance Joiner, Clerk & Recorder, Teller Cnty

structure which screens the sight and should of the activity from the street and from adjoining property.

- (5). No signs shall be permitted on any lot or structure, except for one sign, 2' X 3' in size for offering of the signed property for sale or for rent; one sign of customary size for identification of the occupant and address of any dwelling; such multiple signs for sale, administration and directional purposes during development as are approved by DECLARANT or by the Approved Authority, and such signs as may be necessary to advise of rules and regulations by law. All permitted signs must be professionally painted, lettered and constructed.
- (6). No basket ball hoops shall be installed visible from road.
- F. Within one hundred eighty (180) days after construction of a dwelling has been completed, all yards and open spaces, except as prevented by subsequent construction activities, shall be planted and thereafter maintained in lawn or landscape. All native disturbed soil shall be covered. All open spaces shall be kept free from plants or weeds infected with noxious insects or plants diseases and from weeds which in the opinion of DECLARANT or the Approving Authority are likely to cause the spread of infection or weeds to neighboring property. No fencing, landscaping, mail box or other improvement shall be placed on street frontage of lot except as approved by the Approving Authority.
- G. No material change may be made in the ground level, slope, ditch or drainage patters of any lot as fixed by the original finish grading except after first obtaining the prior written consent and approval of the Approving Authority. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture.

VII. Composition of Approving Authority:

A. DECLARANT shall retain the right to appoint, remove or replace members of the Approving Authority for a period of fifteen years from the date of recording of this Declaration, or until conveyance of the last lot covered by this Declaration, whichever shall be the earlier. On or before the expiration of that period, DECLARANT may elect to reconstitute the Approving Authority so that it shall consist of three residents of the Subdivision. Whenever a member shall be declared unwilling or unqualified to act, the remaining members or the remaining member if only one, shall appoint other resident(s) so as to fill the existing vacancies and any vacancy which is not so filled within 90 days after it occurs may be filled by the DECLARANT within the following 90 day period. Vacancies in the membership of the

Approving Authority not filled as above provided may be filled by record owners of a majority of the lots in the Subdivision. Any resident appointed to the Approving Authority by Declarant or by owners of lots in the subdivision may be removed and replaced by the record owners of a majority of lots in the Subdivision. Any appointment, removal or replacement of residents as members of the Approving Authority shall be by written instrument signed and acknowledged by DECLARANT or other person or persons above authorized to make appointment, removal or replacement and filed for record with the County Clerk and Recorder of Teller County, Colorado. DECLARANT hereby appoints Pete C. Kuyper, Dave Brown and Sharon Roshek, as the initial members of the Approving Authority. A majority of the Approving Authority may designate, in writing, a representative to act for it.

VIII. Approval of Plans and Structures:

- A. No structure shall be erected, moved onto or permitted to remain on any lot nor shall any existing structure upon any lot be altered in any way to change the exterior appearance thereof except in accordance with complete plans previously submitted to the approving Authority with at its address as defined in Article II. E., and previously approved in writing by the Approving Authority. The minimum scale of such plans shall be 1/20th inch equals 1 foot. A plot plan in said minimum scale shall show the location of all buildings, drives, walks, fences and swimming pool and the existing houses on all sides of the lot, existing and proposed contours throughout the lot and abutting sreet elevations on all sides shall also be shown. Structure plans shall show all exterior elevations, and shall indicate and locate on each elevation the materials to be used and designated each exterior colors to be used by means of actual color samples. If requested, soils report for the building site shall be supplied to the Approving Authority. No change in the exterior appearance, type, color, grade, height or location of any dwelling, building or structure shall be made without the approval of the Approving Authority.
- B. All plans, samples and other materials to be submitted to the Approving Authority shall be submitted in duplicate and shall be delivered to the address of the Approving Authority as defined in section A immediately above. All requests for variances to these covenants shall be in writing. A written statement of the approval or disapproval or other action by the Approving Authority shall establish the action of the Approving Authority and shall protect any person relying on the statement. Failure of the Approving Authority to act within 45 days after delivery of the required materials to its address will constitute an approval by the Approving Authority. Delivery of such materials may be affected and proof of the delivery made in such manner as

409281 07/20/1993 08:05A B: 680 P: 268 Constance Joiner, Clerk & Recorder, Teller Chty

provided from time to time for service of Summons in Civil Action in Courts of Record in the State of Colorado. The Approving Authority may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to this Declaration.

- C. In granting or withholding approval the Approving Authority shall be guided by the purposes of this Declaration and shall take into consideration the preservation of property values and the protection of residents from harmful, offensive or unreasonable annoying activity. The approving authority may grant approval of a building site other than a parcel designed as a lot in the recorded plat only if disapproval will result in hardship and only if the building site contains at least 6,000 square feet.
- D. Owner(s) as defined herein, recognize the beneficial roles served by members of the Approving Authority and hereby agree to "Hold members Harmless" individually and collectively, for all acts and decisions made and performed within the scope of this Declaration.

IX. Binding Effect and Enforcement:

- A. Each owner and each occupant of any parcel within the Subdivision accepts such parcel subject to all of the covenants and restrictions in this Declaration. Each covenant and restriction is for the benefit of DECLARANT and each owner of any parcel of the Subdivision and shall apply to and bind the respective owners of each parcel of the Subdivision and their successors in interest.
- B. The rights and powers of DECLARANT under this Declaration shall pass to the successors and assign of DECLARANT. DECLARANT may, by written instrument of assignment, transfer in whole or in part any or all of its rights and powers under this Declaration.
- C. The covenants, restrictions, and other provisions contained in this Declaration may be enforced by action for damages, suit for injunction, mandatory or prohibitive, and by any other appropriate legal remedy instituted by DECLARANT, or the Approving Authority. Remedies under this Declaration shall be cumulative and in addition to any others now or hereafter existing.
- D. In case of any breach of any provision of this Declaration, DECLARANT may give to the owner of the building site where the breach occurs or the occupants of which are causing or are responsible for the breach, written notice stating the nature of the breach and stating the intent of DECLARANT to invoke this provision of this Declaration if, within a period stated in the notice, not less than five days, the breach is not cured and terminated or appropriate measure to cure the terminate are not

409281 07/20/1993 08:05A B: 680 P: 269 Constance Joiner, Clerk & Recorder, Teller Cnty

begun and thereafter continuously prosecuted with diligence. If the breach is not cured and terminated as required by the notice, DECLARANT may cause the breach to be cured and terminated at the expense of the owner so notified. The costs so incurred by DECLARANT shall be paid by such owner and if not paid within 30 days after DECLARANT has sent such owner notice of the amount due, such amount plus cost of collection, including attorney's fees, shall become a lien on the owner's building site by recording a copy of the notice and the amount due with an affidavit on behalf of DECLARANT that the amount demanded is payable pursuant to this Declaration. Such lien which shall be subordinate to any previous liens or encumbrances then of record, may be foreclosed by DECLARANT as a mortgage.

X. Protection of Lenders and Encumbrances:

- A. Violation of any covenant, restriction or other provision of this Declaration shall not impair the lien or any mortgage or deed of trust.
- B. No action for injunction based on failure to obtain approval of the Approving Authority can be brought after construction of the challenged structure has been substantially completed. Action to enforce these restrictions shall not affect the lien of any previously recorded mortgage, deed of trust or other encumbrance.

XI. <u>Duration and Amendment:</u>

- A. From time to time, any one or more of the covenants, restrictions or provisions of this Declaration may be amended or this Declaration terminated by an instrument signed and acknowledged by Declarant, Approving authority and by the record owners of at least 75% of the lots above described as subject to this Declaration and filed for record with the County Clerk and Recorder of Teller County, Colorado.
- B. Unless sooner terminated or amended as above described, the covenants, restrictions and provisions in this Declaration shall remain in full force until the year 2025, or before the end of any ten-year extension there is filed for record with the County Clerk and Recorder of Teller County, Colorado, an instrument stating that extension is not desired, signed and acknowledged by a majority of the then record owners of the lots in the Subdivision.
- C. The covenants, restrictions and other provisions of this Declaration cannot be changed, terminated or rendered ineffective except in the manner above provided for termination or amendment. Failure of DECLARANT or the Approving Authority to enforce any of the covenants, restrictions or provisions shall not waive or impair the right thereafter to enforce the same or any

409281 07/20/1993 08:05A B: 680 P: 270 Constance Joiner, Clerk & Recorder, Teller Cnty

other covenants, restrictions or provision. Approval or disapproval by the Approving Authority of any plans, specifications, drawings, plot plans, grading plans, building heights or any other materials or matters submitted to the Approving Authority to approve, disapprove, object or consent to any features or elements, whether the same or different, embodied in any other plans, specifications, drawings, plot plans, grading plans heights, or other matters or materials submitted to the Approving Authority, shall be final.

D. If any covenant, restriction, or other provision of this Declaration shall be held invalid or for any reason become unenforceable the other covenants, restrictions and provisions shall not be affected or impaired but shall remain in full force and effect.

XII. Extension of This Declaration to Additional Areas:

A. From time to time, until January 1, 2005, DECLARANT may include within the real estate subject to this Declaration additional areas which are contiguous and adjoin the area originally subject to this Declaration or an area to which this Declaration has been previously extended in accordance with this provision. Such extensions shall be effected by filing with the Clerk and Recorder of Teller County, Colorado, a Supplemental Declaration together with a map and legal description designating the additional area to be extended. DECLARANT may impose additional restrictions on areas so added and may grant additional rights of access in connection with such areas.

409281 07/20/1993 08:05A B: 680 P: 271 Constance Joiner, Clerk & Recorder, Teller Cnty

The DECLARANT has executed this Declaration this 19th day of July, 1993.

PK Enterprises, Inc. A Colorado Corporation

BY: Pete C. Kuyper President

County of Teller

State of Colorado

The foregoing instrument was acknowledged before me this $\frac{/9'!}{}$ day of $\frac{1}{2'!}$, 19 $\frac{9'!}{}$, by PK Enterprises, Inc., a Colorado Corporation, by Pete C. Kuyper, President.

My commission expires: 1/1/96

Withese my hand and official seal.

Nothing Public

Notary Public

crst2.com

December 7, 1999

Teller County Clerk and Recorder Courthouse Cripple Creek, CO

Dear Clerk and Recorder,

We are filing this petition for record with the County Clerk and Recorder of Teller County, Colorado. We are residents of Crestwood Park Subdivision, Filing 2, Woodland Park, CO and have complied with all the requirements set forth in our Protective Covenants and Restrictions regarding the process to have an amendment to our Protective Covenants and Restrictions.

The Approving Authority of Crestwood Park Subdivision, Filing 2, Woodland Park, CO has refused to acknowledge this petition as required by the Protective Covenants and Restrictions. The current Declarant, Pete Kuyper, has acknowledged the petition as verified by his signature of acknowledgment.

This petition was brought before Judge Peters, on November 15, 1999, as part of a case between the Approving Authority and 2 Crestwood Park residents. At this time the Judge advised the parties there was not enough time left in the day to address this case and asked the Approving Authority how much time they needed to review the petition. The Approving Authority told Judge Peters they needed 1 week.

My wife and I have talked with the Approving Authority several times over the last 3 weeks regarding this petition. We have patiently agreed each time the Approving Authority said they needed to check something out or talk with someone about this issue. We have dealt with the Approving Authority in a courteous and appropriate manner at all times. During this process we have been lied to and harassed by members of the Approving Authority.

As of this date, the approving Authority has declined to acknowledge the petition, and we see no indication of their willingness to sign, so we can file with your office. This has been more than 3 weeks since the day they told Judge Peters they only needed 1 week to review the petition.

Our Protective Covenants and Restrictions require 75% of the record owners signatures in order to amend the Protective Covenants and Restrictions. After the signatures are obtained, the Declarant and Approving Authority are to acknowledge the petition so it may be filed with the County Clerk and Recorder.

We believe we have 39 valid signatures. The Approving Authority is contending we have 51 lots in Filing 2, however, the record at the County Assessors Office only shows 50 lots.

499727 12/08/1999 08:00AM Page 2 Of 7 Connie Joiner, Clerk & Recorder, Teller County, Colorado

If there are 51 lots we need 39 signatures, if there are 50 lots we need 38 signatures. Either way we believe we have the required signatures to pass this amendment to our Protective Covenants and Restrictions.

Since the Approving Authority is refusing to perform their duties as required, we are requesting this petition be recorded as is.

Thank you for your time and cooperation in this matter.

Sincerely,

Ronald L. Pond 2230 Valley View Dr.

Woodland Park, CO 80863

Carolyn Pond

2230 Valley View Dr.

Woodland Park, CO 80863

cc: Pete Kuyper, Declarant

Julie Keppler, Approving Authority Rick Kress, Approving Authority Rick Flores, Approving Authority



Crestwood Park



499727 12/08/1999

08:00AM

Page 3 Of

Signature:

Connie Joiner, Clerk & Recorder, Teller County, Colorado

PETITION TO AMEND DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

COVENANT/RESTRICTION TO BE AMENDED:

VI: Living Environment Standards:

- E. Except with the permission of the Approving Authority, which permission shall be revocable:
 - (6). No basketball hoops shall be installed visible from road. (Page 6)

PROCESS:

XI. Duration and Amendment:

A. From time to time, any one or more of the covenants, restrictions or provisions of this Declaration may be amended or this Declaration terminated by an instrument signed and acknowledged by Declarant, Approving authority and by record owners of at least 75% of the lots above described as subject to this Declaration and filed for record with the County Clerk and Recorder of Teller County, Colorado.

POSITION:

Name:

Recent events have shown how important it is to keep our children in a positive home and neighborhood environment. Basketball is a popular sport in Woodland Park and amongst our children. Having basketball at home would contribute to a healthy and supervised environment. Please support our kids and sign to remove the above covenant.

Address:

| @ 1 MILTON RAG | USA 2225 VALLEY VIEW | Metter Payer |
|------------------|--------------------------|---------------|
| @ Z Ronald L | Pond 2230 Valley View N. | LAN. PO |
| Alkat & Kim Luca | - 2221 Valley View | Tim Thea Hack |
| De 4 John Eiles | 2221 Valley View | ILA Duca |
| 0 = 00/100 | & 314 Crestwood de | may Noach |
| 65 5 MIL 11000 | 2 | MILY Wach |

(3)

| | NAME | APOREDS | SIGNATURE |
|-----------|--------------------------------|--------------------------|------------------------|
| @ 6 | MACK WILLIAMS | 309 CRESTWEDD DRIVE | May & Human |
| Mod | ed Joseph K. Pathin | 302 Crestand Mise | Joseph & Paths |
| | | Soza - 240 Custacod | |
| (A) | 8 Nebby 1 Jon | Dolleman Zoi Oust | Mestre 18 50 80863 |
| ØR (| 9 John & MaryLee Alley | 320 (restwood Dr. | John Marshaller |
| OK 1 | O JEFF + ELIZABETH | SMITH 319 CLESTWAR | () Shape |
| @ 1 | 1 Low Wolf | 313 Cristidood | ander |
| (B) (B) | 25m FORD | 2703 VALLEY DIE | wing Agod |
| | | 2205 Velly Vie | |
| @ 1 | 4 Sharolyn Watking | 302 April Sun CT | Ehardyn Writhing |
| 71 @ 1 | 5 Lile Scott Trimbo | 1: 2149 Valley View Dr. | Today den ton |
| (aline ? | 16 kg will | 2148 Valley VIBOU | from the late |
| ~ / | Brent dhesti Hubby | 1 200 Crestwood Dr | 3th S |
| ~ | Tom + Virginia John | da 2004 Crest count | Jom Johnston |
| <i>-</i> | Suzan Ster | 1 2012 Crest CT | Segan C Stample La Co. |
| 2 Phuek | Larle Chul | 150 Crestwood Dr. | Darlone Church |
| * | STOVE MALLIK | 2217 VALLEY VIEW DIE. | Strestfeld |
| Ø 1 | 8 ToresA Lebario | | Deres Lebarro |
| O LAW | John Norman Paul 1. 20 Will | 2137 Valley View Dr | 29 Man |
| (in) Z | 5 taw 1. David | 2126 Vally Via Dr. | Tail & Daid |
| @ 21 | Terig+Caila Numberan | 2120 Valley View Dr | + Not |
| OK) 27 | DAVE MALZAHN | 2113 Valley View D. | Mulzahr |
| * | Steve Mallik alled 121 | Ir and isked his name be | removed from petition |

| | NAME | ADDRESS | SIGNATURE |
|---------------------------------------|-------------------|-----------------------|--|
| Ø 23 [| J-DWAgos | 2100 Vellay VIEW DA | durida |
| 7 | MAN SOLVE | Marin Marin | State of the second |
| | ALDER STATE | My Collection and the | |
| ×24 | DONNA JACKSON | 145 CRESTWOOD DK | Zouro Jalkan |
| _ | | N 145 (RUSTANOO) O | .) |
| <i>€</i>) 25 | Margie A. Keenen | 308 (restwood Dr | Januar Lekner |
| (K) 26 | ld Jocz | 307 april Sun Court | la Aug |
| @ 276 | regary U Blesson | 319 April Sur Curt | GINE |
| | | | |
| | _ , | 323 APRIL SUN CT | |
| | | 327 April Suntt | |
| 7 | Carlo Ocomo | | 12000 |
| V 1 | eroa // Ten Som | 2020 Valley View Dr | Bullet & |
| V | | 2016 VALLEY VIEW OP. | |
| | -7 | | Junea Littellion |
| | Nobella Taiker | 2007 Valley Vew Dr. | A) Show Miller |
| - M | VOINH TUE I NAUDE | 2015 MI Was Harren | n In And |
| ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ | John Sta | 2006 Ver View DI | - 10) 11 was KE 112 |
| V 4 | a Linda Kally | 7 0 0 | Lunda Keller |
| | TEUS LADSSEY | 2004 CRESTUR AS A | St. May |
| 6 3 | (Counie Paul) | + 2153 Valley View | Corne B. Paul day Paul |
| - 3 | LA WALL I CAME | - Sattery Free | The state of the s |

499727 12/08/1999 08:00AM Page 6 Of 7 Connie doiner. Clerk & Recorder, Teller County, Colorado

| | | NAI | ME | A DB | RESS | 5/0 | SNATO | IRE |
|-------------|--------------------|-----------|------------|----------|-------------|------------|------------|---------------|
| OK) | ~~ ₩3 1∠ | u Mit | hell . | 333 Am | Sunct. | Du | Mill | tel - |
| OK) | 32 | Jane 1 | MClelland | 312Apri | 1 Sun Ct | _ 7 | Milela | \mathcal{L} |
| | | INA | Olley 8 | 3017VA | lley View D | | a 0/10 | 11. |
| OK) |) 33 <u>k</u> | OBERT | STALNAKE | R2145 V | ALTEY VIE | WDR K | obert/SE | helioce. |
| (ok) | 34× | alry We | atherford | 2001 Val | ley Vin Dr | _ talky | Weatherfor | <i>X d</i> |
| | F)^ | atersa | mod Contra | 313 Ap | ril Sun | - b-d | inna With | T . |
| 6 | (36) | Defers (| ont Co Inc | 12/17 UC | Mey View | _ | 2 nd | X |
| (oir) | \smile | | | ſ 1 | Ly Low | _ Krik | Mey | Toly |
| _ | | | Meder | | ellandk. | | 1 Day | 1 |
| OK) | 3 8 [| Sichary . | Mones. | 302 Crai | NOW DO. | - <i>-</i> | · an · O | long |
| | ر فرد | Dugi. c | Churput | 23(1 | 15.014 | | 1 | laput |
| ok) (ok) | 37 J | Julia | Wer. | 336 1 | fred Sun (d | | | 7 |
| | 70 | Cryc | MAIR | 2(-1) | 1115 041 50 | | | - |
| | - | | | | | | | _ |
| | | | | | | | | _ |
| | | | | | | | | _ |
| | | | | | | | | _ |
| | | | | | | | | _ |
| | | | | | | | | _ |
| | | | | | | | | |
| | | | | | | | | |



Crestwood Park



(2)

499727 12/08/1999

08:00AM

Page 7 Of

PETITION TO AMEND DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS

COVENANT/RESTRICTION TO BE AMENDED:

VI: Living Environment Standards:

- E. Except with the permission of the Approving Authority, which permission shall be revealed:
 - (6). No basketball hoops shall be installed visible from road. (Page 6)

PROCESS:

XI. Duration and Amendment:

A. From time to time, any one or more of the covenants, restrictions or provisions of this Declaration may be amended or this Declaration terminated by an instrument signed and acknowledged by Declarant, Approving authority and by record owners of at least 75% of the lots above described as subject to this Declaration and filed for record with the County Clerk and Recorder of Teller County, Colorado.

POSITION:

Recent events have shown how important it is to keep our children in a positive home and neighborhood environment. Basketball is a popular sport in Woodland Park and amongst our children. Having basketball at home would contribute to a healthy and supervised environment. Please support our kids and sign to remove the above covenant.

|] | Name: | Address: | Signature: |
|----------|-----------------------------|--------------------|------------------------|
| Lut 600. | John M Hitt Linda G. Hit | CAGTE COLLE CITEA | I h in wif |
| Lut 7 | John mifit | 18 | - 1 ly m ml |
| Lut 70 | Dunda 6. Het | | Lindo G. Hitt |
| Lot 7 | Constance Anderson | 1 ZIZS Valley View | Constana Andu, Tristee |

The Crestwood Park Approving Authority (CPAA) 2105 Valley View Drive Woodland Park, CO 80863

Statement of Approving Authority of Crestwood Park Filing No. 2

December 15, 1999

The "Petition to Amend Declaration of Protective Covenants and Restrictions" recorded on December 8, 1999, at Reception 499727, Teller County, Colorado, is invalid because it does not meet the requirements of the Declaration of Protective Covenants and Restrictions of Crestwood Park Filing No. 2.

HICK KIESS

Approving Authority, Crestwood Park Filing No. 2