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DECLARATION OF PROTECTIVE COVENANTS WOODLAND WEST SUBDIVISION FILINGS 1 THROUGH 4 AND 6

(note: This document is being re-recorded to correct a typographical error in Section 20.)

The Declaration of Protective Covenants for Woodland West Subdivision Filings 1 through 4 and Filing 6 (the "Community"), recorded in the public records of Teller County, Colorado on June 11, 2004 (Reference Number 566852), and subsequently re-recorded April 26, 2005 (579241) and January 30, 2006 (589957) is hereby amended and restated in its entirety by this Declaration of Protective Covenants ("Declaration").

All of the Lots and real property within the Community shall be conveyed subject to and shall be acquired, used and held subject to the following covenants and any person or entity acquiring any of said property or any interest therein, either by purchase, gift, inheritance, foreclosure or otherwise, shall acquire the same subject to the following covenants and by acceptance of any interest in said property specifically agrees to be bound by said covenants and to conform to the same. The intent of this Declaration is threefold:

- a) Respect individual property rights.
- b) Preserve the value of properties in the Community.
- c) Enhance the appearance and quality of living of the Community as a whole while striving to maintain the natural state of the environment.
- 1. No Lot in the Community shall be further subdivided.
- 2. No Lot shall be used for other than single family residential or ancillary home business purposes. Any business conducted from a residence must conform to the following requirements:
 - a) The business must be conducted entirely within the residence with no external evidence of the activity.
 - b) Operation of the business shall be clearly incidental and secondary to the residential use of the Lot.
 - c) No business-related signage shall be visible from roads or other Lots.
 - d) No business equipment shall be used that creates noise, glare, fumes or odors detectable to the normal senses off the Lot or electrical interference off the Lot.
- 3. The only buildings or structures that may be erected or placed on any Lot shall be one single-family dwelling, one detached garage, one guest house for intermittent occupancy and no more than one shed or other out-building of not more than 120 square feet (11.15 square meters) in size. Sheds and accessory buildings must be constructed of similar materials as the primary structure and erected to conform in architectural style, trim detail and character to the primary residence. All buildings and structures must be constructed and maintained as permanent structures. For definition purposes, a permanent structure is defined as any improvement requiring excavation of soil. Lot owners currently in noncompliance may

request an extension from the Board of Directors (the "Board") of the Woodland West Homeowners Association, Inc. (the "Association"), not to exceed one year from the effective date of this Declaration, to bring their properties in compliance.)

- 4. The residence constructed on any Lot shall contain a minimum of 1,300 square feet (121 square meters) of finished interior living area.
- 5. All construction shall be new. No building previously used at another location nor any building or improvement originally constructed as a mobile dwelling may be used for living purposes. The exterior of any building or other structure must be completed within one year after the commencement of construction, except where the failure to do so is the result of events beyond the Lot owner's reasonable control, such as strikes, fires, national emergency or natural calamities. Any extensions or other exceptions must be approved by the Board.
 - 5.1. If any residential unit or other improvement is damaged or destroyed in whole or in part by fire, windstorm or from any other cause or Act of God, it must be rebuilt in accordance with this Declaration or all debris must be removed and the Lot restored back to its natural state. Such rebuilding or restoration must be pursued to completion within a reasonable time, not to exceed 12 months after the date the damage or destruction occurred. The Association shall have the right (but not the obligation) thereafter to enter upon the Lot involved and remove and dispose of the damaged or destroyed improvements at the expense of the Lot owner. Such an entry and removal shall not be deemed a trespass and the Lot owner shall be liable for all costs incurred in connection with the removal and disposition, which costs shall constitute a charge and a lien upon the Lot until paid.
- 6. No building shall project beyond a line parallel to and thirty feet (9.14 meters) back from any property line.
- 7. Trees, bushes, native grasses and other ground cover shall be preserved in the natural state to the maximum practical extent. The total area of any grass lawn that may be planted together with irrigated gardens shall not exceed 1,000 square feet (93 square meters) on any Lot.
 - 7.1. To preserve the unique, natural character of the land and preserve wildflowers in as natural a state as practical, moving of Lots shall be limited/minimized to a few times per year or as may be necessary to provide a defensible area around the home in the event of wildfire.
 - 7.2. To preserve the unique, natural character of the land, motorized vehicles (such as but not limited to ATV's, motorcycles and recreational vehicles) shall not be used in such a manner as to cause visible damage to the natural ground cover.
 - 7.3. Trees should be regularly inspected to identify trees infected with diseases such as, but not limited to, mountain pine beetle, spruce budworm and dwarf mistletoe. All diseased trees must be removed within 30 (thirty) days and disposed of according to CSFS guidelines and/or Teller County Land Use Regulations. Noxious weeds, as such are defined from time to time by the Colorado Revised Statutes or other applicable law, must be

- destroyed by removal or spraying. Examples of noxious weeds in Teller County include, without limitation, certain forms of thistles, knapweed and toadflax.
- 7.4. To deter and mitigate the extent of accidental fires; manmade piles of tree limbs, deadwood (except stacked cord wood) and brush (often referred to as "slash") must be removed from a Lot and properly disposed of outside the Community within 30 days.
- 8. Each residence shall be provided with domestic sewage treatment facilities in strict compliance with State and County laws and regulations. Such facilities shall be designed to return the maximum practical percentage of processed water into the ground. Evapotranspiration systems for disposing of septic tank effluent shall be prohibited.
- 9. No structure of a temporary character, mobile home, motor home, camper, trailer, basement, tent, garage or other outbuilding shall be used on any Lot for human habitation or as a residence either permanently or temporarily. No mobile home, motor home, camper or trailer shall be used or stored on any Lot, with the following exceptions:
 - a) One motor home or travel trailer may be parked on each Lot, said vehicle limited to a length (as defined by the manufacturer) of not more than 30 feet. In addition to a motor home or travel trailer, not more than one wheeled trailer (of the type commonly used to transport boats, snowmobiles, all-terrain vehicles, etc.) may also be parked on each Lot, said trailer limited to a maximum length of 25 feet.
 - b) Any such motor home, travel trailer or wheeled trailer must be of commercial manufacture, and must not be a conversion of a vehicle originally intended for another purpose.
 - c) All vehicles and trailers must have current license plates and registration. All motor homes and trailers must be in good condition and maintained to a standard so as not to be visually offensive or detrimental to the overall quality and character of the Community.
 - d) Any such motor home, travel trailer or wheeled trailer parked on a Lot must be parked so as to be as inconspicuous as possible from roads and other Lots in the Community, to such a degree as the terrain and attributes of said Lot allows.
 - e) Subsections a) through d) above shall not apply to motor homes, trailers and similar vehicles and equipment if they are stored completely within a closed garage or parked in such a manner so as not to be visible, in whole or in part, from any other residence, whether now existing or constructed in the future, or from roads within the Community.
- 10. No water well shall be drilled on any Lot, all surface and subsurface water rights being reserved by Mid-Colorado Investment Company, Inc. or conveyed to M.C.I. Water CO, Inc.

- 11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs and cats or other customary household pets may be maintained on a non-commercial basis, but shall be so limited as to number and so cared for as to not cause a source of annoyance to other property owners. Horses shall not be stabled, kept or maintained on any Lot.
- 12. No noxious or offensive operations shall be permitted on any Lot except for the operation of equipment, tools or activities related to construction, maintenance, yard work, fire mitigation or wood cutting during daylight hours. Noxious or offensive operations are those activities that create noise, glare, fumes or odors detectable to the normal senses off the Lot or create electrical interference off the Lot.
 - 12.1. The Association is hereby empowered (but not obligated) to enforce Teller County Land Use Regulation LI-20 pertaining to lighting, as the same may be amended or superseded from time to time. Without limiting the generality of the foregoing, such regulation applies to the following types of exterior lighting: 1) fixed lighting including but not limited to lighting mounted on a building, pole or the ground, and 2) vehicle-mounted or other portable lighting used to illuminate a building exterior or exterior area, or to cast light into the sky.
 - 12.1.a. Notwithstanding the foregoing, except where federal, state, or county safety regulations expressly require otherwise, any exterior lighting shall (1) be downcast, (2) be shielded, and (3) not cast direct light onto an adjacent public road or onto adjacent Residential Property.
 - 12.1.b. This covenant does not prohibit a homeowner from directing light on the American Flag.
- 13. No part of any Lot shall be used as a dumping ground for rubbish, trash or other waste. No abandoned or unlicensed vehicle shall be permitted to remain on any Lot.
- 14. Discharge of firearms of any kind shall be prohibited on any property in the Community. Violation of this prohibition shall be considered to endanger life and public safety.
- 15. No storage of flammable materials, or any other unnecessary fire hazard shall be permitted. Volatile compounds (e.g. paint thinner, other solvents, aerosol (spray) paint, gasoline and similar combustible materials) shall be kept in original factory or underwriter's laboratories (UL) approved containers and shall be limited in quantity to that necessary for normal domestic uses.

- 16. No sign of any kind shall be displayed to public view on any Lot except for the following:
 - a) An owner's name sign of not more than one and one half square feet (0.14 square meters).
 - b) One sign of not more than five square feet (0.47 square meters) advertising the property for sale.
 - c) Signs of a temporary nature (e.g., garage sale or similar event) can be put up for a maximum of 5 days.
 - d) Signs providing reasonable and customary warnings related to safety or other legitimate legal concerns (e.g. Oxygen in Use, Beware of Dog, No Trespassing or other similar signs).
- 17. The Association, through its Board, reserves the right to waive application of any of the above restrictions in any instance where exceptional circumstances or conditions may exist, as determined solely by the discretion and judgment of said Board. In order for such a waiver to be valid, it must be in writing, signed by the Secretary of the Association and copies must be provided the owners of adjoining Lots.
- 18. Enforcement of these covenants and restrictions shall be by action or proceeding either at law or in equity, and such action or proceeding may be brought by the Association, its successors or assigns, or by the owner of any Lot in the Community whether or not such party be directly affected by any violation hereof. Any action or proceeding brought against any person or persons for the purpose of enforcing any of these covenants and restrictions may be brought either to prevent violation by specifically enforcing the covenants and restrictions, or, at the election of the party bringing such action or proceeding, to recover damages for such violation. If it becomes necessary to enforce any of these covenants by such action or proceeding, the party bringing such action or proceeding shall be entitled to recover, in addition to any damages suffered, injunction or other relief, the costs of the action together with a reasonable attorney fee as allowed by the Court.
- 19. The heirs, executors, administrators, representatives, successors and assigns of every person or entity who shall accept a deed or contract to any Lot shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee or purchaser is bound, but no such grantee who has conveyed his right and interest shall be held liable for the violation of any provision hereof made by a subsequent grantee.
- 20. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for successive periods of ten years from and after June 12, 2004, unless rescinded by a vote of a majority of the then-owners of Lots in the Community. For purposes of these covenants, the owner or owners of each Lot shall have one vote. These covenants may be amended at any time by an affirmative vote of a majority of then owners of Lots in the Community.
- 21. The invalidation of any portion of these covenants by decree of any Court of competent jurisdiction shall not invalidate the remainder hereof which shall remain in full fore and effect.

WOODLAND WEST HOMEOWNERS ASSOCIATION, INC.
By: Agai Carroll, President Daryl G. Dietrich, Secretary
Date: 12 July 2012 12 July 2012
(originally dated and signed April 22, 2005 and re-signed this 12^h day of July, 2012, to correct a typographical error in Section 20, changing the incorrect word "period" to the plural "periods.")
STATE OF COLORADO
COUNTY OF TELLER
Acknowledged before me by Rosi Carroll and Daryl G. Dietrich as president and secretary, respectively, of Woodland West Homeowners Association, Inc. this 12 th day of July, 2012
Notary Public My Commission Expires 11-17-18
RESHEL BARKER

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note: This document is being re-recorded to correct the date in the first paragraph.

The Declaration of Protective Covenants for Woodland West Subdivision Filings 1 through 4 and Filing 6 (the "Community"), recorded in the public records of Teller County, Colorado on June 11, 2004, in Book _____, Page(s) _____, Reception # _____, is hereby amended and restated in its entirety by this Declaration of Protective Covenants ("Declaration").

All of the Lots and real property within the Community shall be conveyed subject to and shall be acquired, used and held subject to the following covenants and any person or entity acquiring any of said property or any interest therein, either by purchase, gift, inheritance, foreclosure or otherwise, shall acquire the same subject to the following covenants and by acceptance of any interest in said property specifically agrees to be bound by said covenants and to conform to the same. The intent of this Declaration is threefold:

a) Respect individual property rights.

b) Preserve the value of properties in the Community.

- c) Enhance the appearance and quality of living of the Community as a whole while striving to maintain the natural state of the environment.
- 1. No Lot in the Community shall be further subdivided.
- 2. No Lot shall be used for other than single family residential or ancillary home business purposes. Any business conducted from a residence must conform to the following requirements:
 - a) The business must be conducted entirely within the residence with no external evidence of the activity.
 - b) Operation of the business shall be clearly incidental and secondary to the residential use of the Lot.

c) No business-related signage shall be visible from roads or other Lots.

- d) No business equipment shall be used that creates noise, glare, fumes or odors detectable to the normal senses off the Lot or electrical interference off the Lot.
- 3. The only buildings or structures that may be erected or placed on any Lot shall be one single-family dwelling, one detached garage, one guest house for intermittent occupancy and no more than one shed or other out-building of not more than 120 square feet (11.15 square meters) in size. Sheds and accessory buildings must be constructed of similar materials as the primary structure and erected to conform in architectural style, trim detail and character to the primary residence. All buildings and structures must be constructed and maintained as permanent structures. For definition purposes, a permanent structure is defined as any improvement requiring excavation of soil. Lot owners currently in noncompliance may request an extension from the Board of Directors (the "Board") of the Woodland West Homeowners Association, Inc. (the "Association"), not to exceed one year from the effective date of this Declaration, to bring their properties in compliance.)
- 4. The residence constructed on any Lot shall contain a minimum of 1,300 square feet (121 square meters) of finished interior living area.
- 5. All construction shall be new. No building previously used at another location nor any building or improvement originally constructed as a mobile dwelling may be used for living purposes. The exterior of any building or other structure must be completed within one year after the commencement of construction, except where the failure to do so is the result of events beyond the Lot owner's reasonable control, such as strikes, fires, national emergency or natural calamities. Any extensions or other exceptions must be approved by the Board.
 - 5.1. If any residential unit or other improvement is damaged or destroyed in whole or in part by fire, windstorm or from any other cause or Act of God, it must be rebuilt in accordance with this Declaration or all debris must be removed and the Lot restored back to its natural state. Such rebuilding or restoration must be pursued to completion within a reasonable time, not to exceed 12 months after the date the damage or destruction occurred. The Association shall have the right (but not the obligation) thereafter to enter upon the Lot involved and remove and dispose of the damaged or destroyed improvements at the

expense of the Lot owner. Such an entry and removal shall not be deemed a trespass and the Lot owner shall be liable for all costs incurred in connection with the removal and disposition, which costs shall constitute a charge and a lien upon the Lot until paid.

- 6. No building shall project beyond a line parallel to and thirty feet (9.14 meters) back from any property line.
- 7. Trees, bushes, native grasses and other ground cover shall be preserved in the natural state to the maximum practical extent. The total area of any grass lawn that may be planted together with irrigated gardens shall not exceed 1,000 square feet (93 square meters) on any Lot.
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 - 7.2. To preserve the unique, natural character of the land, motorized vehicles (such as but not limited to ATV's, motorcycles and recreational vehicles) shall not be used in such a manner as to cause visible damage to the natural ground cover.
 - 7.3. Trees should be regularly inspected to identify trees infected with diseases such as, but not limited to, mountain pine beetle, spruce budworm and dwarf mistletoe. All diseased trees must be removed within 30 (thirty) days and disposed of according to CSFS guidelines and/or Teller County Land Use Regulations. Noxious weeds, as such are defined from time to time by the Colorado Revised Statutes or other applicable law, must be destroyed by removal or spraying. Examples of noxious weeds in Teller County include, without limitation, certain forms of thistles, knapweed and toadflax.
 - 7.4. To deter and mitigate the extent of accidental fires; manmade piles of tree limbs, deadwood (except stacked cord wood) and brush (often referred to as "slash") must be removed from a Lot and properly disposed of outside the Community within 30 days.
- 8. Each residence shall be provided with domestic sewage treatment facilities in strict compliance with State and County laws and regulations. Such facilities shall be designed to return the maximum practical percentage of processed water into the ground. Evapotranspiration systems for disposing of septic tank effluent shall be prohibited.
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 - a) One motor home or travel trailer may be parked on each Lot, said vehicle limited to a length (as defined by the manufacturer) of not more than 30 feet. In addition to a motor home or travel trailer, not more than one wheeled trailer (of the type commonly used to transport boats, snowmobiles, all-terrain vehicles, etc.) may also be parked on each Lot, said trailer limited to a maximum length of 25 feet.
 - b) Any such motor home, travel trailer or wheeled trailer must be of commercial manufacture, and must not be a conversion of a vehicle originally intended for another purpose.
 - c) All vehicles and trailers must have current license plates and registration. All motor homes and trailers must be in good condition and maintained to a standard so as not to be visually offensive or detrimental to the overall quality and character of the Community.
 - d) Any such motor home, travel trailer or wheeled trailer parked on a Lot must be parked so as to be as inconspicuous as possible from roads and other Lots in the Community, to such a degree as the terrain and attributes of said Lot allows.
 - e) Subsections a) through d) above shall not apply to motor homes, trailers and similar vehicles and equipment if they are stored completely within a closed garage or parked in such a manner so as not to be visible, in whole or in part, from any other residence, whether now existing or constructed in the future, or from roads within the Community.

- 10. No water well shall be drilled on any Lot, all surface and subsurface water rights being reserved by Mid-Colorado Investment Company, Inc. or conveyed to M.C.I. Water CO, Inc.
- 11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs and cats or other customary household pets may be maintained on a non-commercial basis, but shall be so limited as to number and so cared for as to not cause a source of annoyance to other property owners. Horses shall not be stabled, kept or maintained on any Lot.
- 12. No noxious or offensive operations shall be permitted on any Lot except for the operation of equipment, tools or activities related to construction, maintenance, yard work, fire mitigation or wood cutting during daylight hours. Noxious or offensive operations are those activities that create noise, glare, fumes or odors detectable to the normal senses off the Lot or create electrical interference off the Lot.
 - 12.1. The Association is hereby empowered (but not obligated) to enforce Teller County Land Use Regulation LI-20 pertaining to lighting, as the same may be amended or superseded from time to time. Without limiting the generality of the foregoing, such regulation applies to the following types of exterior lighting: 1) fixed lighting including but not limited to lighting mounted on a building, pole or the ground, and 2) vehicle-mounted or other portable lighting used to illuminate a building exterior or exterior area, or to cast light into the sky.
 - 12.1.a. Notwithstanding the foregoing, except where federal, state, or county safety regulations expressly require otherwise, any exterior lighting shall (1) be downcast, (2) be shielded, and (3) not east direct light onto an adjacent public road or onto adjacent Residential Property.
 - 12.1.b. This covenant does not prohibit a homeowner from directing light on the American Flag.
- 13. No part of any Lot shall be used as a dumping ground for rubbish, trash or other waste. No abandoned or unlicensed vehicle shall be permitted to remain on any Lot.
- 14. Discharge of firearms of any kind shall be prohibited on any property in the Community. Violation of this prohibition shall be considered to endanger life and public safety.
- 15. No storage of flammable materials, or any other unnecessary fire hazard shall be permitted. Volatile compounds (e.g. paint thinner, other solvents, aerosol (spray) paint, gasoline and similar combustible materials) shall be kept in original factory or underwriter's laboratories (UL) approved containers and shall be limited in quantity to that necessary for normal domestic uses.
- 16. No sign of any kind shall be displayed to public view on any Lot except for the following:
 - a) An owner's name sign of not more than one and one half square feet (0.14 square meters).
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 - d) Signs providing reasonable and customary warnings related to safety or other legitimate legal concerns (e.g. Oxygen in Use, Beware of Dog, No Trespassing or other similar signs).
- 17. The Association, through its Board, reserves the right to waive application of any of the above restrictions in any instance where exceptional circumstances or conditions may exist, as determined solely by the discretion and judgment of said Board. In order for such a waiver to be valid, it must be in writing, signed by the Secretary of the Association and copies must be provided the owners of adjoining Lots.
- 18. Enforcement of these covenants and restrictions shall be by action or proceeding either at law or in equity, and such action or proceeding may be brought by the Association, its successors

or assigns, or by the owner of any Lot in the Community whether or not such party be directly affected by any violation hereof. Any action or proceeding brought against any person or persons for the purpose of enforcing any of these covenants and restrictions may be brought either to prevent violation by specifically enforcing the covenants and restrictions, or, at the election of the party bringing such action or proceeding, to recover damages for such violation. If it becomes necessary to enforce any of these covenants by such action or proceeding, the party bringing such action or proceeding shall be entitled to recover, in addition to any damages suffered, injunction or other relief, the costs of the action together with a reasonable attorney fee as allowed by the Court.

- 19. The heirs, executors, administrators, representatives, successors and assigns of every person or entity who shall accept a deed or contract to any Lot shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee or purchaser is bound, but no such grantee who has conveyed his right and interest shall be held liable for the violation of any provision hereof made by a subsequent grantee.
- 20. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for successive period of ten years from and after June 12, 2004, unless rescinded by a vote of a majority of the then-owners of Lots in the Community. For purposes of these covenants, the owner or owners of each Lot shall have one vote. These covenants may be amended at any time by an affirmative vote of a majority of then owners of Lots in the Community.
- 21. The invalidation of any portion of these covenants by decree of any Court of competent jurisdiction shall not invalidate the remainder hereof which shall remain in full fore and effect.

WOODLAND WEST HOMEOW	NERS ASSOCIATION, INC.
By: Lay & Detail	Sherri Morre
Daryl G. Dietrich, President	Sherri Moore, Secretary
Date: 21 January 2006	21 January 2006

(originally dated and signed April 22, 2005 and re-signed this 21st day of January, 2006 to correct the date appearing in the first paragraph on page 1)

STATE OF COLORADO

COUNTY OF TELLER

Acknowledged before me by Daryl G. Dietrich and Sherri Moore as president and secretary, respectively of Woodland West Homeowners Association, Inc. this 21st day of January, 2006

Notary Public

Address:

80866

The Declaration of Protective Covenants for Woodland West Subdivision Filings 1 through 4 and Filing 6 (the "Community"), recorded in the public records of Teller County, Colorado on April 26, 2005, in Book _____, Page(s) _____, Reception # _____, is hereby amended and restated in its entirety by this Declaration of Protective Covenants ("Declaration").

All of the Lots and real property within the Community shall be conveyed subject to and shall be acquired, used and held subject to the following covenants and any person or entity acquiring any of said property or any interest therein, either by purchase, gift, inheritance, foreclosure or otherwise, shall acquire the same subject to the following covenants and by acceptance of any interest in said property specifically agrees to be bound by said covenants and to conform to the same. The intent of this Declaration is threefold:

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 - 5.1. If any residential unit or other improvement is damaged or destroyed in whole or in part by fire, windstorm or from any other cause or Act of God, it must be rebuilt in accordance with this Declaration or all debris must be removed and the Lot restored back to its natural state. Such rebuilding or restoration must be pursued to completion within a reasonable time, not to exceed 12 months after the date the damage or destruction occurred. The Association shall have the right (but not the obligation) thereafter to enter upon the Lot involved and remove and dispose of the damaged or destroyed improvements at the expense of the Lot owner. Such an entry and removal shall not be deemed a trespass and the Lot owner shall be liable for all costs incurred in connection with the removal and

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579241 04/26/2005 12:25 PM Page 2 of 4 Patricia Crowson, Clark & Recorder, Teller County, CO

disposition, which costs shall constitute a charge and a lien upon the Lot until paid.

- No building shall project beyond a line parallel to and thirty feet (9.14 meters) back from any property line.
- 7. Trees, bushes, native grasses and other ground cover shall be preserved in the natural state to the maximum practical extent. The total area of any grass lawn that may be planted together with irrigated gardens shall not exceed 1,000 square feet (93 square meters) on any Lot.
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 - 7.3. Trees should be regularly inspected to identify trees infected with diseases such as, but not limited to, mountain pine beetle, spruce budworm and dwarf mistletoe. All diseased trees must be removed within 30 (thirty) days and disposed of according to CSFS guidelines and/or Teller County Land Use Regulations. Noxious weeds, as such are defined from time to time by the Colorado Revised Statutes or other applicable law, must be destroyed by removal or spraying. Examples of noxious weeds in Teller County include, without limitation, certain forms of thistles, knapweed and toadflax.
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 - b) Any such motor home, travel trailer or wheeled trailer must be of commercial manufacture, and must not be a conversion of a vehicle originally intended for another purpose.
 - c) All vehicles and trailers must have current license plates and registration. All motor homes and trailers must be in good condition and maintained to a standard so as not to be visually offensive or detrimental to the overall quality and character of the Community.
 - d) Any such motor home, travel trailer or wheeled trailer parked on a Lot must be parked so as to be as inconspicuous as possible from roads and other Lots in the Community, to such a degree as the terrain and attributes of said Lot allows.
 - e) Subsections a) through d) above shall not apply to motor homes, trailers and similar vehicles and equipment if they are stored completely within a closed garage or parked in such a manner so as not to be visible, in whole or in part, from any other residence, whether now existing or constructed in the future, or from roads within the Community.
- 10. No water well shall be drilled on any Lot, all surface and subsurface water rights being

reserved by Mid-Colorado Investment Company, Inc. or conveyed to M.C.I. Water CO, Inc.

- 11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs and cats or other customary household pets may be maintained on a non-commercial basis, but shall be so limited as to number and so cared for as to not cause a source of annoyance to other property owners. Horses shall not be stabled, kept or maintained on any Lot.
- 12. No noxious or offensive operations shall be permitted on any Lot except for the operation of equipment, tools or activities related to construction, maintenance, yard work, fire mitigation or wood cutting during daylight hours. Noxious or offensive operations are those activities that create noise, glare, furnes or odors detectable to the normal senses off the Lot or create electrical interference off the Lot.
 - 12.1. The Association is hereby empowered (but not obligated) to enforce Teller County Land Use Regulation LI-20 pertaining to lighting, as the same may be amended or superseded from time to time. Without limiting the generality of the foregoing, such regulation applies to the following types of exterior lighting: 1) fixed lighting including but not limited to lighting mounted on a building, pole or the ground, and 2) vehicle-mounted or other portable lighting used to illuminate a building exterior or exterior area, or to cast light into the sky.
 - 12.1.a. Notwithstanding the foregoing, except where federal, state, or county safety regulations expressly require otherwise, any exterior lighting shall (1) be downcast, (2) be shielded, and (3) not cast direct light onto an adjacent public road or onto adjacent Residential Property.
 - 12.1.b. This covenant does not prohibit a homeowner from directing light on the American Flag.
- 13. No part of any Lot shall be used as a dumping ground for rubbish, trash or other waste. No abandoned or unlicensed vehicle shall be permitted to remain on any Lot.
- 14. Discharge of firearms of any kind shall be prohibited on any property in the Community. Violation of this prohibition shall be considered to endanger life and public safety.
- 15. No storage of flammable materials, or any other unnecessary fire hazard shall be permitted. Volatile compounds (e.g. paint thinner, other solvents, aerosol (spray) paint, gasoline and similar combustible materials) shall be kept in original factory or underwriter's laboratories (UL) approved containers and shall be limited in quantity to that necessary for normal domestic uses.
- 16. No sign of any kind shall be displayed to public view on any Lot except for the following:
 - a) An owner's name sign of not more than one and one half square feet (0.14 square meters).
 - b) One sign of not more than five square feet (0.47 square meters) advertising the property for sale.
 - Signs of a temporary nature (e.g., garage sale or similar event) can be put up for a maximum of 5 days.
 - d) Signs providing reasonable and customary warnings related to safety or other legitimate legal concerns (e.g. Oxygen in Use, Beware of Dog, No Trespassing or other similar signs).
- 17. The Association, through its Board, reserves the right to waive application of any of the above restrictions in any instance where exceptional circumstances or conditions may exist, as determined solely by the discretion and judgment of said Board. In order for such a waiver to be valid, it must be in writing, signed by the Secretary of the Association and copies must be provided the owners of adjoining Lots.
- 18. Enforcement of these covenants and restrictions shall be by action or proceeding either at law or in equity, and such action or proceeding may be brought by the Association, its successors or assigns, or by the owner of any Lot in the Community whether or not such party be directly affected by any violation hereof. Any action or proceeding brought against any person or

persons for the purpose of enforcing any of these covenants and restrictions may be brought either to prevent violation by specifically enforcing the covenants and restrictions, or, at the election of the party bringing such action or proceeding, to recover damages for such violation. If it becomes necessary to enforce any of these covenants by such action or proceeding, the party bringing such action or proceeding shall be entitled to recover, in addition to any damages suffered, injunction or other relief, the costs of the action together with a reasonable attorney fee as allowed by the Court.

- 19. The heirs, executors, administrators, representatives, successors and assigns of every person or entity who shall accept a deed or contract to any Lot shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee or purchaser is bound, but no such grantee who has conveyed his right and interest shall be held liable for the violation of any provision hereof made by a subsequent grantee.
- 20. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for successive period of ten years from and after June 12, 2004, unless rescinded by a vote of a majority of the then-owners of Lots in the Community. For purposes of these covenants, the owner or owners of each Lot shall have one vote. These covenants may be amended at any time by an affirmative vote of a majority of then owners of Lots in the Community.
- 21. The invalidation of any portion of these covenants by decree of any Court of competent jurisdiction shall not invalidate the remainder hereof which shall remain in full fore and effect.

WOODLAND/WEST HOMEOWNERS ASSOCIATION, INC.

Daryl G. Dietrich, President

566656 06/11/2004 9:00AM Page 1 of 11 Patricia Crowson, Clerk & Recorder, Teller County, CO C/2 55/24

Certificate of Amended Covenants

The Declaration of Protective Covenants applicable to Woodland West Subdivision Filings 1, 2, 3, 4 and 6 were previously recorded as follows:

Filing 1	-	Reception No. 462470
Filing 2	~	Reception No. 494115
Filing 3	-	Reception No. 502387
Filing 4	-	Reception No. 518814
Filing 6	-	Reception No. 556890

These Declarations have been amended by instruments signed by a majority of the owners of the Lots in each filing, which instruments are recorded as a part of this Certificate. As a result of these amendments, each of the filings have adopted a single, combined set of covenants, entitled "Woodland West Subdivision, Declaration of Protective Covenants", a copy of which is attached to this Certificate.

Woodland West Homeowners Association, Inc.

By: Thomas O. Bulloch, President

Melissa Liley, Secre	tary	
STATE OF COLORADO	.)	SS:
COUNTY OF TELLER)	55,

Acknowledged before me by Thomas O. Bulloch and Melissa Liley as president and secretary, respectively, of the Woodland West Homeowners Association, Inc., this 3th day of June, 2004.

Notary Public

Address: 710 W. Hung 2

Woodland Park Co 8080

My Commission Expires:

My Commission Expires 04/02/2008

566652 Ø6/11/2004 9:00AM Page 2 of 11 Patricia Crowson, Clerk & Recorder, Teller County, CO

WOODLAND WEST SUBDIVISION

DECLARATION OF PROTECTIVE COVENANTS

The specific Declarations of Protective Covenants previously recorded for the Woodland West Subdivision Filings identified on the attached signature pages are hereby changed in accordance with Covenant 20 of each Declaration and are also hereby combined into this single Declaration of Protective Covenants as agreed by a majority of owners of Lots within each said Filing.

All of the Lots and real property within said Subdivision shall be conveyed subject to and shall be acquired, used and held subject to the following covenants and any person or entity acquiring any of said property or any interest therein, either by purchase, gift, inheritance, foreclosure or otherwise, shall acquire the same subject to the following covenants and by acceptance of any interest in said property specifically agrees to be bound by said covenants and to conform to the same.

- (1) No Lot in said Subdivision shall be further subdivided.
- (2) No Lot shall be used for other than agricultural or residential purposes.
- (3) The only buildings or structures that may be erected or placed on any Lot shall be one single-family dwelling, one garage and one guest-house for intermittent occupancy on a non-commercial basis.
- (4) The residence constructed on any Lot shall contain a minimum of 1,300 square feet (121 square meters) of finished interior living area.
- (5) Once construction of any building is started the owner shall pursue with reasonable diligence the completion of said structure and no building shall be permitted to continue in an uncompleted status.
- (6) No building shall project beyond a line parallel to and thirty feet (9.14 meters) back from any property line.
- (7) Trees, bushes, native grasses and other ground cover shall be preserved in the natural state to the maximum practical extent. The total area of any grass lawn that may be planted together with irrigated gardens shall not exceed 1,000 square feet (93 square meters) on any Lot.
- (8) Each residence shall be provided with domestic sewage treatment facilities in strict compliance with State and County laws and regulations. Such facilities shall be designed to return the maximum practical percentage of processed water into the ground. Evapotranspiration systems for disposing of septic tank effluent shall be prohibited.
- (9) No structure of a temporary character, trailer, mobile home, basement, tent, garage or other outbuilding shall be used on any Lot as a human habitation or residence either permanently or temporarily. No mobile home or trailer shall be used or stored on any Lot, except that this provision shall not preclude the storage on any Lot of not more than one small trailer of the type commonly known as "camping trailer".
- (10) No water well shall be drilled on any Lot, all surface and subsurface water rights being reserved by Mid-Colorado Investment Company, Inc. or conveyed to M.C.I. Water Co., Inc.
- (11) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs and cats or other customary household pets may be maintained on a non-commercial basis, but shall be so limited as to number and so cared for as to not cause a source of annoyance to other property owners. Horses shall not be stabled, kept or maintained on any Lot.
- (12) No noxious or offensive operations shall be carried on and no oil drilling, mining or quarrying shall be permitted on any Lot.
- (13) No part of any Lot shall be used as a dumping ground for rubbish, trash or other waste. No abandoned or unlicensed vehicle shall be permitted to remain on any Lot.
- (14) Discharge of firearms of any kind shall be prohibited on any property in the subdivision. Violation of this prohibition shall be considered to endanger life and public safety.
- (15) No storage of inflammable materials, or any other unnecessary fire hazard shall be permitted.

(16) No sign of any kind shall be displayed to public view on any Lot except for an owners name sign of not more than two square feet (0.19 square meters) or one sign of not more than five square feet (0.46 square meters) advertising the property for sale. (17) The Woodland West Homeowners Association, Inc., through its Board of Directors reserves the right to waive application of any of the above restrictions in any instance where exceptional circumstances or conditions may exist, as determined solely by the discretion and judgment of said Board. In order for such a waiver to be valid it must be in writing, signed by the secretary of said Board, and copies must be provided the owners of adjoining Lots.

(18) Enforcement of these covenants and restrictions shall be by action or proceeding, either at law or in equity, and such action or proceeding may be brought by the Woodland West Homeowners Association, Inc., its successors or assigns, or by the owner of any Lot in the Subdivision whether or not such party be directly affected by any violation hereof. Any action or proceeding brought against any person or persons for the purpose of enforcing any of these covenants and restrictions may be brought either to prevent violation by specifically enforcing the covenants and restrictions, or, at the election of the party bringing such action or proceeding, to recover damages for such violation. If it becomes necessary to enforce any of these covenants by such action or proceeding, the party bringing such action or proceeding shall be entitled to recover, in addition to any damages suffered, injunction or other relief, the costs of the action together with a reasonable attorney fee as allowed by the Court.

(19) The heirs, executors, administrators, representatives, successors and assigns of every person or entity who shall accept a deed or contract to any Lot shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee or purchaser is bound, but no such grantee who has conveyed his right and interest shall be held liable for the violation of any provision hereof made by a subsequent grantee.

(20) These covenants are to run with the land and shall be binding on all parties and persons claiming under them for successive periods of ten years from and after June 12, 2004, unless rescinded by a vote of a majority of the then-owners of Lots in the Subdivision. For purposes of these covenants, the owner or owners of each Lot shall have one vote. These covenants may be amended at any time by an affirmative vote of a majority of then owners of Lots in the Subdivision Filings to which these covenants apply.

(21) The invalidation of any portion of these covenants by decree of any Court of competent jurisdiction shall not invalidate the remainder hereof which shall remain in full force and effect.

WOODLAND WEST HOMEOWNERS ASSOCIATION, INC.

Bv:

Thomas O. Bulloch, President

Melissa Lilev. Secretary

566655 Ø6/11/2004 9:000M Page 4 of 11 Patricia Crowson, Clerk & Recorder, Teller County, CO

The existing Declaration of Protective Covenants ("Covenants") applicable to Woodland West Subdivision Filing No. 1, which were previously extended by an instrument recorded at Reception No. 462470, provides that they shall extend through June 12, 2004, and thereafter for successive periods of 10 years, unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said Covenants in whole or in part. The undersigned owners of Lots in Filing No. 1, which are a majority of the owners of such Lots as of June 12, 2004, agree to combine and consolidate said Covenants with the Covenants of the other Woodland West Subdivision Filings that adopt a similar consolidating agreement and to amend them to read as written in the document entitled "Woodland West Subdivision, Declaration of Protective Covenants" a copy of which the undersigned acknowledge they have received and which will be recorded along with these signatures by June 12, 2004. The failure of any other filing to achieve such an agreement will not invalidate this agreement. This instrument may be signed in counterparts which when compiled shall constitute a single instrument.

LOT NO.	OWNER(S) Print Name	SIGNATURES
42	STEPHEN M. YOUNG	Stor Mich
		John J. Journey
7.5	Debra J Young William C. Clulo	THAMMY & COULD
42 34 34 35 35,	Rita K. Clylo	Rita K. Clubo
27	KENNETH B. CCOPER	That o
75	HOLLY B. COOPER	Hally B Cooper
35,	Melissa It. Blankney	Wilsisu V. Blankney
7	ERIC W Bleaker	1 Com
-7		Fin the M. Hane
2		
10	MICHOFF L. MURRAY	Muhael & Juranous
10	MICHDER L MURRAY	mary C. Murray
32	Courtland I Conover	Coulland Conoff
32	LOUISE F CONOVER	Jaime & Cansey
28		PEGGY A HARGER
		ACC
37 -35	A.C. Spaces	ACI
38	Douglas HASTINGS	for lot a time
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40	John Currin	Jan C ; s
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24	John F. Eggen Gregory G. Lent	Jugay 7. Co
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_5	Richard Gugeler	1 d. Surely
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43	WILLIAM HR#+NTR	Des of Helles
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71	Frederice J. Mais	Judicial maje
22	Daniel J. Will	1) Of the Mills
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	Karen Carrelle Z	La Jahalla
19	Quil Conzalez	
6	Robert H. HICKS	1 Could the
6	Renae a. Hicks	Ronal 9. Hiply
36	TOAN L. FLUM	Jognos Flerr
29	Michael Croft	Mwt
• '		V · · · · ·

The existing Declaration of Protective Covenants ("Covenants") applicable to Woodland West Subdivision Filing No. 2, which were previously extended by an instrument recorded at Reception No. 494115, provides that they shall extend through June 12, 2004, and thereafter for successive periods of 10 years, unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said Covenants in whole or in part. The undersigned owners of Lots in Filing No. 2, which are a majority of the owners of such Lots as of June 12, 2004, agree to combine and consolidate said Covenants with the Covenants of the other Woodland West Subdivision Filings that adopt a similar consolidating agreement and to amend them to read as written in the document entitled "Woodland West Subdivision, Declaration of Protective Covenants" a copy of which the undersigned acknowledge they have received and which will be recorded along with these signatures by June 12, 2004. The failure of any other filing to achieve such an agreement will not invalidate this agreement. This instrument may be signed in counterparts which when compiled shall constitute a single instrument.

LOT NO.	OWNER(S) Print Name	SIGNATURES
48	RAUNILL	Jun 1xter
48	ANDREA HILL	Condu CHell
53	David Dodge	word Noge
58	Sandra F. Dod. e	Sanda E Dodle
52	DOUID D. GUTHRIE	Clare D FA
57	EAR Thomas	3 ad Ill
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49	LORAN E. LIVINGSION	La & Lingston
<u> 57 </u>	MEUSSAS LILEY	Melissa J. Killy
51	William A. LILEY	William A Belief
60	John Pritting	John Sattley
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54	Rhonda Auringer	rondest tribuge
50	MARY V. COPEN	Mary Vogen
50	MICHAEL & COPEN	Marke 32 Capar
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The existing Declaration of Protective Covenants ("Covenants") applicable to Woodland West Subdivision Filing No. 2, which were previously extended by an instrument recorded at Reception No. 494115, provides that they shall extend through June 12, 2004, and thereafter for successive periods of 10 years, unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said Covenants in whole or in part. The undersigned owners of Lots in Filing No. 2, which are a majority of the owners of such Lots as of June 12, 2004, agree to combine and consolidate said Covenants with the Covenants of the other Woodland West Subdivision Filings that adopt a similar consolidating agreement and to amend them to read as written in the document entitled "Woodland West Subdivision, Declaration of Protective Covenants" a copy of which the undersigned acknowledge they have received and which will be recorded along with these signatures by June 12, 2004. The failure of any other filing to achieve such an agreement will not invalidate this agreement. This instrument may be signed in counterparts which when compiled shall constitute a single instrument.

LOT NO. OWNE

Julie Smith

566852 Ø6/11/2004 9:00AM Page 6 of 11 Patricia Crowson, Clerk & Recorder, Teller County, CO The existing Declaration of Protective Covenants ("Covenants") applicable to Woodland West Subdivision Filing No. 3, which were previously extended by an instrument recorded at Reception No. 502387, provides that they shall extend through June 12, 2004, and thereafter for successive periods of 10 years, unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said Covenants in whole or in part. The undersigned owners of Lots in Filing No. 3, which are a majority of the owners of such Lots as of June 12, 2004, agree to combine and consolidate said Covenants with the Covenants of the other Woodland West Subdivision Filings that adopt a similar consolidating agreement and to amend them to read as written in the document entitled "Woodland West Subdivision, Declaration of Protective Covenants" a copy of which the undersigned acknowledge they have received and which will be recorded along with these signatures by June 12, 2004. The failure of any other filing to achieve such an agreement will not invalidate this agreement. This instrument may be signed in counterparts which when compiled shall constitute a single instrument.

LOT NO.	OWNER(S) Print Name	SIGNATURES
75	THANKS O. BULLET	Chlouden D.
82	Morail Ladel 5	> Rosemarie K Cherol
ファ	TIMOTHY M-EdWARDS	Juna for Edevards
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The existing Declaration of Protective Covenants ("Covenants") applicable to Woodland West Subdivision Filing No. 3, which were previously extended by an instrument recorded at Reception No. 502387, provides that they shall extend through June 12, 2004, and thereafter for successive periods of 10 years, unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said Covenants in whole or in part. The undersigned owners of Lots in Filing No. 3, which are a majority of the owners of such Lots as of June 12, 2004, agree to combine and consolidate said Covenants with the Covenants of the other Woodland West Subdivision Filings that adopt a similar consolidating agreement and to amend them to read as written in the document entitled "Woodland West Subdivision, Declaration of Protective Covenants" a copy of which the undersigned acknowledge they have received and which will be recorded along with these signatures by June 12, 2004. The failure of any other filing to achieve such an agreement will not invalidate this agreement. This instrument may be signed in counterparts which when compiled shall constitute a single instrument.

LOT NO. OWNER(S) Print Name

S66656 06/11/2004 9:00AM Pr Patricia Crowson, Clerk & Recorder, Teller

The existing Declaration of Protective Covenants ("Covenants") applicable to Woodland West Subdivision Filing No. 4, which were previously extended by an instrument recorded at Reception No. 518814, provides that they shall extend through June 12, 2004, and thereafter for successive periods of 10 years, unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said Covenants in whole or in part. The undersigned owners of Lots in Filing No. 4, which are a majority of the owners of such Lots as of June 12, 2004, agree to combine and consolidate said Covenants with the Covenants of the other Woodland West Subdivision Filings that adopt a similar consolidating agreement and to amend them to read as written in the document entitled "Woodland West Subdivision, Declaration of Protective Covenants" a copy of which the undersigned acknowledge they have received and which will be recorded along with these signatures by June 12, 2004. The failure of any other filing to achieve such an agreement will not invalidate this agreement. This instrument may be signed in counterparts which when compiled shall constitute a single instrument.

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97 PAMEIA R MIYERS GENERAL GODAN 93 DESENT M. WORK 93 DESENT M. WORK 92 Rebeat le Try lor 92 Mary & Taylor 86 FASA F. HANDLEMAN Market Handleman 86 Markell Handleman Nilly Hellman; 91 Viete Newmann Nilly Hellman; 91 Robert & JETT 85 Robert & JETT 85 Resent to Serry No 684 Jane 2 Berny 894 John E. Swindles	84	MCNHEL J. GILAMRTIN	
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86 Morchall Hondlenson Mark FARL 71 Vette Newmann Witter Dellmann 91 Robert & FTT 35 Robert & FTT 35 TERESA W NETT DETESO WOTE CO			mangantar
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89A John E. Swindes #3 11)			Steel by Bung
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95 KAREN KUSKE Karen Kurke		THE COURT OF THE C	101.3 1 XX
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SECOSE 06/11/2004 9:00AM Page 9 of 11 Patricia Crowson, Clark & Recorder, Teller County, CO		_ 566652	Page 9 of 11
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The existing Declaration of Protective Covenants ("Covenants") applicable to Woodland West Subdivision Filing No. 4, which were previously extended by an instrument recorded at Reception No. 518814, provides that they shall extend through June 12, 2004, and thereafter for successive periods of 10 years, unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said Covenants in whole or in part. The undersigned owners of Lots in Filing No. 4, which are a majority of the owners of such Lots as of June 12, 2004, agree to combine and consolidate said Covenants with the Covenants of the other Woodland West Subdivision Filings that adopt a similar consolidating agreement and to amend them to read as written in the document entitled "Woodland West Subdivision, Declaration of Protective Covenants" a copy of which the undersigned acknowledge they have received and which will be recorded along with these signatures by June 12, 2004. The failure of any other filing to achieve such an agreement will not invalidate this agreement. This instrument may be signed in counterparts which when compiled shall constitute a single instrument.

LOT NO. 103	OWNER(S) Print Name KEVIN R. SHANEY	SIGNATURES
103	MONICA R. SHANEY	news
104	KEUIN R. SHANEY	Knt 8 day
104	MONICA R. SHANDY	mens

566852 06/11/2004 9:00AM Page 10 of 11 Patricia Crowson, Clerk & Recorder, Teller County, CO The existing Declaration of Protective Covenants ("Covenants") applicable to Woodland West Subdivision Filing No. 6, which were previously extended by an instrument recorded at Reception No. 556890, provides that they shall extend through June 12, 2004, and thereafter for successive periods of 10 years, unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said Covenants in whole or in part. The undersigned owners of Lots in Filing No. 6, which are a majority of the owners of such Lots as of June 12, 2004, agree to combine and consolidate said Covenants with the Covenants of the other Woodland West Subdivision Filings that adopt a similar consolidating agreement and to amend them to read as written in the document entitled "Woodland West Subdivision, Declaration of Protective Covenants" a copy of which the undersigned acknowledge they have received and which will be recorded along with these signatures by June 12, 2004. The failure of any other filing to achieve such an agreement will not invalidate this agreement. This instrument may be signed in counterparts which when compiled shall constitute a single instrument.

LOT NO.	OWNER(S) Print Name	SIGNATURES
128	CAROL M. GOLLD	Carol M Touch
128	THOMAS E. GOULD	Thomas & Loude
126	William N. VAN BEEK	Will M. Vaked
126	10A VAN BEEK	and Vin Back
124	JOHN A. MURRAY	Colon Colonia
124	LINDA MURRZY	Buda Miluay
129	CHRISTOPHER BLAIN	
129_	Mary B. Blair	1 / Dy Bollow
125	CHRISTINE LAYMAN	Mustar Jayman
127-12		tillylay
131	JOHN * LLYDA SHELHAMSE	the Othersoner
131	Inda Sho hamer	The Ferry
130	VOHN GECKOL	000
130	John George	Julium Varsige
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EXTENSION OF PROTECTIVE CONVENANTS WOODLAND WEST SUBDIVISION - FILING NO. 6 UNTIL JUNE 12, 2004

As provided for by covenant 20, the Protective Covenants may not be changed for a period of twenty years from the date they were recorded, "after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said covenants in whole or in part."

The covenants for Filing No. 6 were recorded on October 18, 1983; therefore, changes may be made on October 18, 2003. The Protective Convenants for each of the six filings in Woodland West Subdivision are identical, except for the date on which they were recorded. Understanding the undesirability of having differences in the covenants as they apply to different filings, in order to make any changes to the covenants as desired by a majority of owners within all filings of Woodland West, there must be one set of recorded covenants that applies to all of Woodland West. In order to merge the six sets of covenants into one, each must be extended on its twentieth anniversary of recording to the date of the twentieth anniversary of the recording of the covenants for the last filing to be recorded, which will be June 12, 2004.

Therefore, with the signatures of a majority of the owners of record as of October 18, 2003, of the lots within Filing No. 6, Woodland West Subdivision, Convenant 20 is changed to allow extension of the Protective Covenants for Filing 6 for a period less then the ten years they would otherwise be automatically extended. In addition, said covenants are extended until June 12, 2004.

LOT NO.	OWNER(S) Please Print	SIGNATURE(S)
124	LINDA MUSTRY	Bur Mundy
125	CHRISTINE LAYMAN	Thurstay Tayman
126	WILLIAM M. VAS BEEK	William Man Buch
127		
128	THOMAS E. GOULD CAROL M. GOULD	Thomas Hould
129	Lengett Hours	Wile Wollend
130		0
131	JOHN D. SHELHAMER LANDA H. SHELHAMER	Ha Shelliames

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EXTENSION OF PROTECTIVE CONVENANTS WOODLAND WEST SUBDIVISION - FILING NO. 4 UNTIL JUNE 12, 2004

As provided for by covenant 20, the Protective Covenants may not be changed for a period of twenty years from the date they were recorded, "after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said covenants in whole or in part."

The covenants for Filing No. 4 were recorded on June 3, 1981; therefore, changes may be made on June 3, 2001. The Protective Convenants for each of the six filings in Woodland West Subdivision are identical, except for the date on which they were recorded. Understanding the undesirablity of having differences in the covenants as they apply to different filings, in order to make any changes to the covenants as desired by a majority of owners within all filings of Woodland West, there must be one set of recorded covenants that applies to all of Woodland West. In order to merge the six sets of covenants into one, each must be extended on its twentieth anniversary of recording to the date of the twentieth anniversary of the recording of the covenants for the last filing to be recorded, which will be June 12, 2004.

Therefore, with the signatures of a majority of the owners of record as of June 3, 2001, of the lots within Filing No. 4, Woodland West Subdivision, Convenant 20 is changed to allow extension of the Protective Covenants for Filing 4 for a period less then the ten years they would otherwise be automatically extended. In addition, said covenants are extended until June 12, 2004.

LOT NO.	OWNER(S) Please Print	SIGNATURE(S)
84	MICHAEL J. GILMARTIN, JR.	MI what I
	JOAN C. GILMARTIN	Janil Control of the
85		
0 5	KODERT E JETT	2000 30 1) (15 H
	TEKETH W. JETT	DOLE 36 W. JETU
86	Pamela J. Piedfort	Camela . Piedfort
87	Richard L. Carpenter	F DELLED POLICE
U /	Michael Gillagioner	of Additional Carpeting
	JEON F. CARPENT	ER Jain Carpenter
88 A	Thomas J. Kerwin	Thomas & Kenwin
	Betty A Kerwin	Dutter a Ferever
89		
0,5	And the state of t	
00	7 11 7 12	5-33-77
90	Dave Ditael	
91	Patti M. Campbell	Kath Can break
	Eric P. Cumpbell	Exx S.
92	M. T.	manyander
94	mrg ragion	- rywy and
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93		
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EXTENSION OF PROTECTIVE CONVENANTS WOODLAND WEST SUBDIVISION - FILING NO. 4 UNTIL JUNE 12, 2004

MIKE YUGOVICH	Mile mysel
JAMES D NOWLIN	James 4 Stowling
PRIDOLIN K NACHTICA	Diane K. nowle
AGNETA NAOHITZAL	agneta naevery
AGNETIA NACHTIGAL	Jane en Vaches
Deanna & Jim Grome	thi Deanna Gromelst
	And the second s
GEORGEP. SMITH	e Print
MARIN JEAN SMITH	- Mary Sean Amely

EXTENSION OF PROTECTIVE CONVENANTS WOODLAND WEST SUBDIVISION - FILING NO. 3 UNTIL JUNE 12, 2004

As provided for by covenant 20, the Protective Covenants may not be changed for a period of twenty years from the date they were recorded, "after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said covenants in whole or in part."

The covenants for Filing No. 3 were recorded on March 3, 1980; therefore, changes may be made on March 3, 2000. The Protective Convenants for each of the six filings in Woodland West Subdivision are identical, except for the date on which they were recorded. Understanding the undesirability of having differences in the covenants as they apply to different filings, in order to make any changes to the covenants as desired by a majority of owners within all filings of Woodland West, there must be one set of recorded covenants that applies to all of Woodland West. In order to merge the six sets of covenants into one, each must be extended on its twentieth anniversary of recording to the date of the twentieth anniversary of the recorded, which will be June 12, 2004.

Therefore, with the signatures of a majority of the owners of record as of March 3, 2000, of the lots within Filing No. 3, Woodland West Subdivision, Convenant 20 is changed to allow extension of the Protective Covenants for Filing 3 for a period less then the ten years they would otherwise be automatically extended. In addition, said covenants are extended until June 12, 2004.

trescours and		
<u>LOT NO.</u> 61	OWNER(S) Please Print Pathryn A. Lyons Winthrop F. Lyons	SIGNATURE(S) Kathryn a Jayma Munthrap F. Majons
62		
63		
64	Apt Trutusin	Gut & Lucius
65	YOLANDA WATSON JAMES WATSON	Golanda Watson
66		
67	MICHAEL GRECOM	minal herang
68	Steve Berry Jane Berry	Jun See
69	Steve Berry Jane Berry	- Justille
70		

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EXTENSION OF PROTECTIVE CONVENANTS WOODLAND WEST SUBDIVISION - FILING NO. 3 UNTIL JUNE 12, 2004

71	Robert M. Latever Snannon T. Latwa	Robert M. La Ferre
72		- A 2 de j
73		
74		
75	THOMAS CO. BULLOCY	GUC-
76	LOSTITA FATON	Justice Dry Callon
77	Timothy Edwards	Dining Marion
78	Gary Ramionsky	Mary Cour
79	William Schulte	Jella E Shaffe
80	Geradine Schutze	The Robert
81	Elise Anschel Paul Anschel	Hat Khilid
82	Elize Anxhel	THE MAN ILLE
83	Marca Vistam Heten	Libaria Holson

EXTENSION OF PROTECTIVE CONVENANTS WOODLAND WEST SUBDIVISION - FILING NO. 2 UNTIL JUNE 12, 2004

As provided for by covenant 20, the Protective Covenants may not be changed for a period of twenty years from the date they were recorded, "after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said covenants in whole or in part."

The covenants for Filing No. 2 were recorded on July 10, 1979; therefore, changes may be made on July 10, 1999. The Protective Convenants for each of the six filings in Woodland West Subdivision are identical, except for the date on which they were recorded. Understanding the undesirability of having differences in the covenants as they apply to different filings, in order to make any changes to the covenants as desired by a majority of owners within all filings of Woodland West, there must be one set of recorded covenants that applies to all of Woodland West. In order to merge the six sets of covenants into one, each must be extended on its twentieth anniversary of recording to the date of the twentieth anniversary of the recorded, which will be June 12, 2004.

Therefore, with the signatures of a majority of the owners of record as of July 10, 1999, of the lots within Filing No. 2, Woodland West Subdivision, Convenant 20 is changed to allow extension of the Protective Covenants for Filing 1, for a period less then the ten years they would otherwise be automatically extended. In addition, said covenants are extended until June 12, 2004.

LOT NO. 45	OWNER(S) Please Print	SIGNATURE(S)
46	Glean Les Llians	70,0011,000
47	William J. Bethke	Will J. Belle
48	RAY D. HILL POINCER C. HILL	By A.C. Vise
49	MAKIA GGG CSTON	7 Ca Francisco
50	James L. Wright	Jane R. White
51	shery Be Its	Sheny Betto
52	Scott R. Acey	Swith Carp
53	Nita Aldridge Acay Robert & MATERIED Mary Law Markiell	Was a series of the series of
54	Ames L. Anvinger	

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EXTENSION OF PROTECTIVE CONVENANTS WOODLAND WEST SUBDIVISION - FILING NO. 2 UNTIL JUNE 12, 2004

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J,	Course money	- Jack Manh
FO	Leanette bangs	Joantly Edward
58	Dould Dodgo	hand harday
	Sanda Osolo e	Sanda Podoe
59	CURTIS MOYERS	Citte & Maries
	alniele Morgers	GABRIELE HOYERS
60	Mana lastora	DIANIO ALITE DIA
	Jan Rattia	THE POLITICAL PROPERTY.
		SONN BUNGIA

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EXTENSION OF PROTECTIVE CONVENANTS WOODLAND WEST SUBDIVISION - FILING NO. 1 UNTIL JUNE 12, 2004

As provided for by covenant 20, the Protective Covenants may not be changed for a period of twenty years from the date they were recorded, "after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said covenants in whole or in part."

The covenants for Filing No. 1 were recorded on May 27, 1977; therefore, changes may be made on May 27, 1997. The Protective Convenants for each of the six filings in Woodland West Subdivision are identical, except for the date on which they were recorded. Understanding the undesirablity of having differences in the covenants as they apply to different filings, in order to make any changes to the covenants as desired by a majority of owners within all filings of Woodland West, there must be one set of recorded covenants that applies to all of Woodland West. In order to merge the six sets of covenants into one, each must be extended on its twentieth anniversary of recording to the date of the twentieth anniversary of the recording of the covenants for the last filing to be recorded, which will be June 12, 2004.

Therefore, with the signatures of a majority of the owners of record as of May 27, 1997, of the lots within Filing No. 1, Woodland West Subdivision, Convenant 20 is changed to allow extension of the Protective Covenants for Filing 1 for a period less then the ten years they would otherwise be automatically extended. In addition, said covenants are extended until June 12, 2004.

LOT NO.	OWNER(S) Please Print	SIGNATURE(S)
1	THE MAIS	frederick of main
2	Timothy M. Hones Conne M. Hanes	Timothy m. Hane
3	Keith F. Kober	Then Eller
4	Carl Jay Stout Debra M. Stout	They Stout
5	MARY A GUGELER	Mary a Jugeler
6	ROBERT H. HICKS Rence A. Horks	Rous a. Hicke
7		- Contract Contract
8	SAM PING DORBEN PING	Same flys
9		
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EXTENSION OF PROTECTIVE CONVENANTS WOODLAND WEST SUBDIVISION - FILING NO. 1 UNTIL JUNE 12, 2004

11	FREDERICK S. Mais	Inchesical property
12	Many A. Howell Mais	may stower man
	Melissa R. LEBRITTON	Trucking R. LeBuitton
13	KANDY M.CLIN	fluidy fine
14		
15	And And Annual Control of the Contro	
15		0
16	Ayery Roberts	Church Collins
17	DOUGLAS FLASTINGS	The de the
	COURTNEY ACHTUTAMS	Courtney E. Mr. Williams
18	May May to be seen a second se	
19	JANET E, ZEHRER	aux E. Zehrer
20	77 1	
40	Diane Whitney Ruley	Clark Writney Kaleigh
21	+1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
22	Pana F. Laird	Dan F. Luis
	michalle E. Laird	Prichelle E Harid
23	Douglas M. SMITH	Tona Son Said
23 24	Douglas W. SMITH TONG SIN SMITH Cregory C. Lett	Tong Som Smith
24	Douglas W. SMITH TONG SIN SMITH Cregory Chart Brutaly A. Lent	Jon Son Smith Tong Son Smith Beverly a. L.S.
	Douglas W. SMITH TONG SIN SMITH Gregory C. Leit Brutaly A. Lent RANDY M MOSSEY LINER A. MASSEY	Jon Son Smith Tong Son Smith Beverly a. L. J.
24	Douglas W. SMITH TONG SIN. SMITH Exegory E. Lent Brutaly A. Lent RANDY M MASSEY LINDS A. MASSEY Exark O. Nelson	John Som Smith John Som Smith Bevely as Land
24 25	Douglas W. SMITH TONG SIN SMITH Gregory C. Leit Brutaly A. Lent RANDY M MOSSEY LINER A. MASSEY	John Som Smith John Som Smith Bevely as Land
24 25 26 27	Douglas W. SMITH TONG. SIN. SMITH Exegory C. Leit Brutaly A. Lent RANDY M MASSEY LINDA A. MASSEY Erank O. Nelson DOWN M. NELSON STOVEN A. BLAND	John Som Smith John Som Smith Bevely as Land
24 25 26	Douglas W. SMITH TONG SIN SMITH Exegory C. Let + Brutaly A. Lent RANDY M MASSEY LINDA D. MASSEY Erank O. Nelson DOWN M. NELSON	John Som Smith John Som Smith Bevely as Land
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462470 05/27/1997 08:00AM Page 3 Of 3 Connie Joiner, Clerk & Recorder, Teller County, Colorado

EXTENSION OF PROTECTIVE CONVENANTS WOODLAND WEST SUBDIVISION - FILING NO. 1 UNTIL JUNE 12, 2004

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WOODLAND WEST SUBDIVISION - FILING NO. 1 DECLARATION OF PROTECTIVE COVENANTS

Mid-Colorado Investment Company, Inc. has heretofore caused to be filed for record, in Plat Book H at pages 37.5% under Reception Number 256/62 of the records of Teller County Colorado, the Plat of Woodland West Subdivision - Filing No. 1. Mid-Colorado Investment Company, Inc. is the owner of all the Lots within said Subdivision and is desirous of establishing protective covenants applicable to all of the Lots within said Subdivision and, as the owner of said Lots, does hereby declare that all of the Lots and real property within said Subdivision shall be conveyed subject to and shall be acquired, used and held subject to the following covenants and any person or entity acquiring any of said property or any interest therein, either by purchase, gift, inheritance, foreclosure or otherwise, shall acquire the same subject to the following covenants and by acceptance of any interest in said property specifically agrees to be bound by said covenants and to conform to the same.

- (1) No Lot in said Subdivision shall be further subdivided.
- (2) No Lot shall be used for other than agricultural or residential purposes.
- (3) The only buildings or structures that may be erected or placed on any Lot shall be one single-family dwelling, one garage and one guest-house for intermittent occupancy on a non-commercial basis.
- (4) The residence constructed on any Lot shall contain a minimum of 1,300 square feet (121 square meters) of finished interior living area.
- (5) Once construction of any building is started the owner shall pursue with reasonable diligence the completion of said structure and no building shall be permitted to continue in an uncompleted status.
- (6) No building shall project beyond a line parallel to and thirty feet (9.14 meters) back from any property line.
- (7) Trees, bushes, native grasses and other ground covor shall be preserved in the natural state to the maximum practical extent. The total area of any grass lawn that may be planted together with irrigated gardens shall not exceed 1,000 square feet (93 square meters) on any Lot.
- (8) Each residence shall be provided with domestic sewage treatment facilities in strict compliance with State and County laws and regulations. Such facilities shall be designed to return the maximum practical percentage of processed water into the ground. Evapotranspiration systems for disposing of septic tank effluent shall be prohibited. To insure compliance with this provision, the site location and design of each sewage treatment facility must be approved, in writing, before construction by an officer of N.G. I. Water Co., Inc.

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- (9) No structure of a temporary character, trailer, mobile of home, basement, tent, garage or other outbuilding shall be used on any Lot as a human habitation or residence either permanently or temporarily. No mobile home or trailer shall be used or stored on any Lot, except that this provision shall not preclude the storage on any Lot of not more than one small trailer of the type commonly known as "camping trailer".
- (10) No water well shall be drilled on any Lot, all surface and subsurface water rights being reserved by Mid-Colorado Investment Company, Inc. or conveyed to M.C.I. Water Co., Inc.
- (11) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs and cats or othercustomary household pets may be maintained on a non-commercial basis, but shall be so limited as to number and so cared for as to not cause a source of annoyance to other property owners. Horses shall not be stabled, kept or maintained on any Lot.
- (12) No noxious or offensive operations shall be carried on and no oil drilling, mining or quarrying shall be permitted on any Lot.
- (13) No part of any Lot shall be used as a dumping ground for rubbish, trash or other waste. No accordance or unlineased vehicle shall be permitted to remain on any Lot.
- (14) Discharge of firearms of any kind shall be prohibited on any property in the Subdivision. Violation of this prohibition shall be considered to endanger life and public safety.
- (15) No storage of inflammable materials, or any other unecessary fire hazard shall be permitted.
- (16) No sign of any kind shall be displayed to public view on any Lot except for an owners name sign of not more than two square feet (0.19 square meters) or one sign of not more than five square feet (0.46 square meters) advertising the property for sale.
- (17) Mid-Colorado Investment Company, Inc. reserves the right to waive application of any of the above restrictions in any instance where exceptional circumstances or conditions may exist, as determined solely by the discretion and judgment of Mid-Colorado Investment Company, Inc. In order for such a waiver to be valid it must be in writing, signed by an officer of Mid-Colorado Investment Company, Inc., and copies must be provided the owners of adjoining Lots.
- (18) Enforcement of these covenants and restrictions shall be by action or proceeding, either at law or in equity, and such action or proceeding may be brought by the Declarant (Mid-Colorado Investment Company, Inc.), its successors or assigns, by the duly constituted officers of any homeowners association which may subsequently be established by the owners of property in the Subdivision, or by the owner of any Lot in the Subdivision whether or not such party be directly affected by any violation hereof. Any action or proceeding brought against any person or

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persons for the purpose of enforcing any of these covenants and restrictions may be brought either to prevent violation by specifically enforcing the covenants and restrictions, or, at the election of the party bringing such action or proceeding, to recover damages for such violation. If it becomes necessary to enforce any of these covenants by such action or proceeding, the party bringing such action or proceeding shall be entitled to recover, in addition to any damages suffered, injunction or other relief, the costs of the action together with a reasonable attorney fee as allowed by the Court.

- (19) The heirs, executors, administrators, representatives, successors and assigns of every person or entity who shall accept a deed or contract to any Lot shall be bound by all of the provisions of this instrument to the full and same extent as the original grantee or purchaser is bound, but no such grantee who has conveyed his right and interest shall be held liable for the violation of any provision hereof made by a subsequent grantee.
- (20) These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time suid covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then-owners of Lots in the Subdivision has been recorded agreeing to change said covenants in whole or in part.
- (21) The invalidation of any portion of these covenants by decree of any Court of competent jurisdiction shall not invalidate the remainder hereof which shall remain in full force and effect.

MID-COLORADO INVESTMENT COMPANY, INC.

by: Marin A Hagedorn Preside

**Bast Bastrice Al Hagedorn Beoretary

Beatripe D Hagedorn, Secretary

Statemof, Colorado

County ha Teller

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The foregoing instrument was acknowledged before me this 2777 day of May 1977 by Alfred A Hagedorn as President and Beatrice D Hagedorn as Secretary of Mid-Colorado Investment Company, Inc., a Colorado corporation.

My commission expires by Commission States Not. St. 1000