

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, mowing 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 force and effect.

WOODLAND WEST HOMEOWNERS ASSOCIATION, INC.

By:

Rosi Carroll  
Rosi Carroll, President

Daryl G. Dietrich  
Daryl G. Dietrich, Secretary

Date: 12 July 2012

12 July 2012

(originally dated and signed April 22, 2005 and re-signed this 12<sup>th</sup> 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

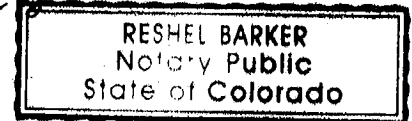
Acknowledged before me by Rosi Carroll and Daryl G. Dietrich as president and secretary, respectively, of Woodland West Homeowners Association, Inc. this 12<sup>th</sup> day of July, 2012

Reshel Barker

Notary Public My Commission Expires 11-17-12

Address: 710 W. Hwy 24

Woodland Park, CO 80863



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20/12

*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").

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- a) Respect individual property rights.
- b) Preserve the value of properties in the Community.
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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.
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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.

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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.
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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.

By:

Daryl G. Dietrich  
Daryl G. Dietrich, President

Sherri Moore  
Sherri Moore, Secretary

Date: 21 January 2006

21 January 2006

(originally dated and signed April 22, 2005 and re-signed this 21<sup>st</sup> 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 21<sup>st</sup> day of January, 2006

Janet Selby  
Notary Public

Address: P.O. Box 9

Woodland K. 10 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").

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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 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.

By:

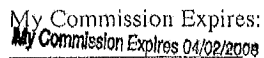
Daryl G. Dietrich  
Daryl G. Dietrich, President

Melissa Liley  
Melissa Liley, Secretary

Date:

22 April 2005

April 22, 2005



## 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.**

By: \_\_\_\_\_

*Thomas O. Bulloch, President*

*Melissa Liley, Secretary*

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 H. YOUNG	Stephen H. Young
42	Debra J. Young	Debra J. Young
34	William C. Clulo	William C. Clulo
34	Rita K. Clulo	Rita K. Clulo
35	KENNETH B. COOPER	Kenneth B. Cooper
35	HOLLY B. COOPER	Holly B. Cooper
4	Melissa H. Blankney	Melissa H. Blankney
4	ERIC W. Blankney	Eric W. Blankney
2	Timothy M. Hanes	Timothy M. Hanes
2	Carnie M. Hanes	Carnie M. Hanes
10	MICHAEL L. MURRAY	Michael L. Murray
10	MARY C. MURRAY	Mary C. Murray
32	Courtland J. Conover	Courtland J. Conover
32	LOUISE F. CONOVER	Louise F. Conover
28	LEAH A. HARGER	Leah A. Harger
32 + 38	A. C. CRAIG	A. C. Craig
38	A. C. CRAIG	A. C. Craig
17	DEANAS HASTINGS	Deanas Hastings
17	Curtis W. Williams	Curtis W. Williams
40	John Curran	John Curran
13	Randy McLean	Randy McLean
44	John F. Cogan	John F. Cogan
44	William Cogan	William Cogan
24	Gregory G. Lent	Gregory G. Lent
24	Beverly A. Lent	Beverly A. Lent
6	Richard Gugeler	Richard Gugeler
6	Janet Gugeler	Janet Gugeler
43	William HARTNER	William Hartner
1	FREDERICK J. MAIS	Frederick J. Mais
1	Mary A. Howell	Mary A. Howell
11	Mary A. Howell	Mary A. Howell
11	FREDERICK J. MAIS	Frederick J. Mais
22	Daniel J. Will	Daniel J. Will
22	Pamela C. Will	Pamela C. Will
9	JAMES H. HICKS	James H. Hicks
9	LURIE HICKS	Lurie Hicks
3	LORISE DIGLIA	Lorise Diglia
3	MIKE DIGLIA	Mike Diglia
18	Margaret A. Symonds	Margaret A. Symonds
18	Laura L. Symonds	Laura L. Symonds
19	Karen Gonzalez	Karen Gonzalez
19	Quill Gonzalez	Quill Gonzalez
6	Robert H. Hicks	Robert H. Hicks
6	Renee A. Hicks	Renee A. Hicks
36	JOAN L. FLUM	Joan L. Flum
29	Michael Croft	Michael Croft

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	Ray Hill	Ray Hill
48	ANDREA HILL	Andrea Hill
58	David Dodge	David Dodge
58	Sandra E Dodge	Sandra E Dodge
52	DAVID D. GUTHRIE	David D. Guthrie
57	EART THOMAS	Eart Thomas
57	Jann Thomas	Jann Thomas
49	LORAN E. LINNASTON	Loran E. Linnaston
57	MEYSSA S. LILEY	Melissa S. Liley
57	WILLIAM A. LILEY	William A. Liley
60	John Butera	John Butera
60	DIANA BUTERA	Diana Butera
54	Amos Auringer	Amos Auringer
54	Rhonda Auringer	Rhonda Auringer
50	MARY V. COPEN	Mary V. Copen
50	MICHAEL E COPEN	Michael E. Copen
47	Kenneth Brown	Kenneth Brown
47	Angie Brown	Angie Brown
59	CURTIS MOYERS	Curtis S. Moyers
59	GABRIELE MOYERS	Gabrielle M. Moyers
56	STEFAN C. CHAN	Stefan C. Chan
	KERRY WILLIAMS	Kerry Williams

CONTINUED

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.

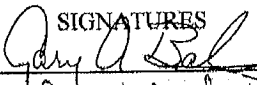
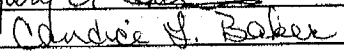
LOT NO.	OWNER(S) Print Name	SIGNATURES
45	Daniel A. Smith	Daniel A. Smith
45	Julie Smith	Julie Smith

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	THOMAS A. BULLOCK	[Signature]
82	ROSEMARIE K. CARROLL	[Signature]
77	TIMOTHY M. EDWARDS	[Signature]
79	LARRY F. & LAURENCE J. FOX	[Signature]
76	LORETTA M. EATON	[Signature]
78	BETTY RAMSEY	[Signature]
67	MICHAEL GREGORY	[Signature]
67	BARBARA O'BRIEN-GREGORY	[Signature]
83	MARCIA WATSON-THLTON	[Signature]
61	BATHELY LYONS	[Signature]
61	WIKI LYONS	[Signature]
65	JAMES D. WIDEN	[Signature]
65	YOLANDA WIDEN	[Signature]
71	SHANNON WIDEN	[Signature]
71	ROBERT LA FEVER	[Signature]
74	THOMAS A. CROOKS	[Signature]
68A	STEVE W. BERRY	[Signature]
68A	JANE Z. BERRY	[Signature]
70	REBECCA MILLER	[Signature]
70	TRENT MILLER	[Signature]

CONTINUED

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
72	GARY A. BAKER	
72	CANDICE L. BAKER	


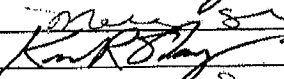
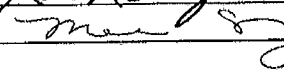

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Patricia Crowson, Clerk & Recorder, Teller County, CO

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.	OWNER(S) Print Name	SIGNATURES
105	MARY JEAN SMITH	Mary Jean Smith
105	GEORGE P. SMITH	George P. Smith
94	DARYL G. DIETRICH	Daryl G. Dietrich
94	Susan K. Dietrich	Susan K. Dietrich
99	FRIDOLIN NACHTIGAL	Fridolin Nachtigal
100	FRIDOLIN NACHTIGAL	Fridolin Nachtigal
99	Angela Nachtigal	Angela Nachtigal
100	Angela Nachtigal	Angela Nachtigal
98	JAMES D. NOWLIN	James D. Nowlin
98	Jim & Diane K. Nowlin	Diane K. Nowlin
102	DEANNA GROMELSKI	Deanna Gromelski
102	Jim GROMELSKI	Jim Gromelski
84	JOAN GILMARTIN	Joan Gilmartin
84	MICHAEL J. GILMARTIN	Michael J. Gilmartin
97	WILLIAM V. HAYGE	William V. Hayge
97	PAMELA R. HAYGE	Pamela R. Hayge
93	Susan M. WAHL	SUSAN M. WAHL
93	Dore C. Wahl	Dore C. Wahl
92	Robert W. Taylor	Robert W. Taylor
92	Mary B. Taylor	Mary B. Taylor
86	ELSA F. HANDLEMAN	Elsa F. Handleman
86	Marshall Handleman	Marshall Handleman
91	VETTE NEUMANN	Vette Neumann
91	Paul NEUMANN	Paul Neumann
85	Robert E. JETT	Robert E. Jett
85	TERESA W. JETT	Teresa W. Jett
SEE FILING 3 - 68A	Steven W. Berry	Steven W. Berry
68A	Jane Z. Berry	Jane Z. Berry
89A	John E. Swindus	John E. Swindus
95	KAREN KUSKE	Karen Kuske

CONTINUED

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.	OWNER(S) Print Name	SIGNATURES
103	KEVIN R. SHANEY	
103	MONICA R. SHANEY	
104	KEVIN R. SHANEY	
104	MONICA R. SHANEY	



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. GOULD	Carol M. Gould
128	THOMAS E. GOULD	Thomas E. Gould
126	WILLIAM M. VAN BEEK	William M. Van Beek
126	LDA VAN BEEK	Lda Van Beek
124	JOHN A. MURRAY	John A. Murray
124	LINDA MURRAY	Linda Murray
129	CHRISTOPHER BLAIR	Christopher Blair
129	Mary B. Blair	Mary B. Blair
125	CHRISTINE LAYMAN	Christine Layman
<del>127</del> 125	Kick Layman	Kick Layman
131	JOHN & LYNN SHERMAN	John & Lynn Sherman
131	Joyce Sherman	Joyce Sherman
130	JOHN GEORGE	John George
130	JoAnn George	JoAnn George

C  
5/11

EXTENSION OF PROTECTIVE COVENANTS  
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 Covenants 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, Covenant 20 is changed to allow extension of the Protective Covenants for Filing 6 for a period less than 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	JOHN A. MURRAY LINDA MURRAY	John A. Murray Linda Murray
125	RICKEY LAYMAN CHRISTINE LAYMAN	Rickey Layman Christine Layman
126	WILLIAM M. VAN BEEK LOTT VAN BEEK	William M. Van BEEK Lott Van BEEK
127		
128	THOMAS E. GOULD CAROL M. GOULD	Thomas E. Gould Carol M. Gould
129	Kenneth Holland Melody Holland	Kenneth Holland Melody Holland
130		
131	JOHN D. SHELHAMER LINDA H. SHELHAMER	John D. Shelhamer Linda H. Shelhamer

EXTENSION OF PROTECTIVE COVENANTS  
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 Covenants 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 June 3, 2001, of the lots within Filing No. 4, Woodland West Subdivision, Covenant 20 is changed to allow extension of the Protective Covenants for Filing 4 for a period less than the ten years they would otherwise be automatically extended. In addition, said covenants are extended until June 12, 2004.

<u>LOT NO.</u>	<u>OWNER(S) Please Print</u>	<u>SIGNATURE(S)</u>
84	MICHAEL S. GILMARTIN, JR. JOAN C. GILMARTIN	 
85	ROBERT E. JETT TERESA W. JETT	 
86	Pamela J. Piedfort	
87	Richard L. Carpenter Jr. JOAN E. CARPENTER	 
88 A	Thomas J. Kerwin Betty A. Kerwin	 
<del>89</del>		
90	David D. Paul	
91	Patti M. Campbell Eric P. Campbell	 
92	Mary Taylor	
93		

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

94

95

MIKE YUGOVICH  
DEE YUGOVICH

Mike Yugovich  
Dee Yugovich

96

97

98

JAMES D NOWLIN  
DIANE K NOWLIN

James D Nowlin  
Diane K Nowlin

99

FRIDOLIN K NACHTIGAL  
AGNETA NACHTIGAL

Fridolin K Nachtigal  
Agneta Nachtigal

100

FRIDOLIN K NACHTIGAL  
AGNETA NACHTIGAL

Fridolin K Nachtigal  
Agneta Nachtigal

101

102

Deanna E Jim Gromelski

Deanna Gromelski

103

104

105

GEORGE P. SMITH  
MARY JEAN SMITH

George P Smith  
Mary Jean Smith

EXTENSION OF PROTECTIVE COVENANTS  
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 Covenants 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 March 3, 2000, of the lots within Filing No. 3, Woodland West Subdivision, Covenant 20 is changed to allow extension of the Protective Covenants for Filing 3 for a period less than 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)
61	Kathryn A. Lyons Winthrop F. Lyons	Kathryn A. Lyons Winthrop F. Lyons
62		
63		
64	Art Trutwin Leeann Trutwin	Art Trutwin Leeann Trutwin
65	YOLANDA WATSON JAMES WATSON	Yolanda Watson James Watson
66		
67	MICHAEL GREGORY	Michael Gregory
68	Steve Berry Jane Berry	Steve Berry Jane Berry
69	Steve Berry Jane Berry	Steve Berry Jane Berry
70		

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

71	Robert M. LaFever Shannon T. LaFever	Robert M. LaFever Shannon T. LaFever
72		
73		
74		
75	THOMAS O. BULLOCK	THOMAS O. BULLOCK
76	LORETTA FATER	Loretta Fater
77	Timothy Edwards	Timothy Edwards
78	Jessica A. Edwards Gary Kamionski	Jessica A. Edwards Gary Kamionski
79	William Schultze	William Schultze
80	Geradine Schultze	Geradine Schultze
81	Paul Anshel	Paul Anshel
81	Elise Anshel	Elise Anshel
81	Paul Anshel	Paul Anshel
81	Elise Anshel	Elise Anshel
82	Spencer D. Campbell	Spencer D. Campbell
82	Mrs. Campbell	Mrs. Campbell
83	Marcia Watson Helton	Marcia Watson Helton

**EXTENSION OF PROTECTIVE COVENANTS  
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 Covenants 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 July 10, 1999, of the lots within Filing No. 2, Woodland West Subdivision, Covenant 20 is changed to allow extension of the Protective Covenants for Filing 2 for a period less than the ten years they would otherwise be automatically extended. In addition, said covenants are extended until June 12, 2004.

<u>LOT NO.</u>	<u>OWNER(S) Please Print</u>	<u>SIGNATURE(S)</u>
45		
46	<u>Glen Williams</u>	<u>Glen Williams</u>
	<u>KERRY WILLIAMS</u>	<u>Kerry Williams</u>
47	<u>William J. Bethke</u>	<u>William J. Bethke</u>
48	<u>RAY D. HILL</u>	<u>Ray D. Hill</u>
	<u>ANDREA C. HILL</u>	<u>Andrea C. Hill</u>
49	<u>LORAN C. Livingston</u>	<u>Loran C. Livingston</u>
	<u>MARIA C. Livingston</u>	<u>Maria C. Livingston</u>
50	<u>James L. Wright</u>	<u>James L. Wright</u>
	<u>Angela M. Wright</u>	<u>Angela M. Wright</u>
51	<u>Sheryl Betts</u>	<u>Sheryl Betts</u>
52	<u>Scott R. Acey</u>	<u>Scott R. Acey</u>
	<u>Nita Aldridge-Acey</u>	<u>Nita Aldridge-Acey</u>
53	<u>ROBERT G. MAYFIELD</u>	<u>Robert G. Mayfield</u>
	<u>Mary Lou Mayfield</u>	<u>Mary Lou Mayfield</u>
54	<u>Ames L. Swinger</u>	<u>Ames L. Swinger</u>

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

55

Jeff Robinson  
Diana Culp

56

Bridgette O'Carroll  
Harold O'Carroll

57

Earl Thomas  
Jeanette Thomas

58

David Dodge  
Sandra Dodge

59

Curtis Moyers  
Gabriele Moyers

60

Diana Butera  
John Butera

Diana Culp

Bridgette O'Carroll  
Harold O'Carroll

Earl Thomas  
Jeanette Thomas

David Dodge  
Sandra Dodge

Curtis Moyers  
Gabriele Moyers

Diana Butera  
John Butera



**EXTENSION OF PROTECTIVE COVENANTS  
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 Covenants 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 May 27, 1997, of the lots within Filing No. 1, Woodland West Subdivision, Covenant 20 is changed to allow extension of the Protective Covenants for Filing 1 for a period less than the ten years they would otherwise be automatically extended. In addition, said covenants are extended until June 12, 2004.

<u>LOT NO.</u>	<u>OWNER(S) Please Print</u>	<u>SIGNATURE(S)</u>
1	<del>FREDERICK S. MAIS</del> Mary A. Howell Mais	<del>Fredrick S. Mais</del> Mary A. Howell Mais
2	Timothy M. Hanes Connie M. Hanes	Timothy M. Hanes Connie M. Hanes
3	Keith E. Kober LORI KOBER	Keith E. Kober Lori Kober
4	Carl Jay Stout Debra M. Stout	Carl Jay Stout Debra M. Stout
5	MARY AGUGELER	Mary A. Gugeler
6	ROBERT H. HICKS Renae A. Hicks	Robert H. Hicks Renae A. Hicks
7		
8	SAM PING DORREN PING	Sam Ping Dorren Ping
9		
10		

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

11 ~~FREDERICK S. MAIS~~  
Mary A. Howell Mais  
12 JOSEPH A. LEBRITTON  
Melissa R. LeBRITTON  
13 KANDY MCCLIN

~~Fredrick S. Mais~~  
Mary A. Howell Mais  
~~Joseph A. LeBritton~~  
Melissa R. LeBritton  
Kandy McClin

14

15

16 Avery Roberts  
Edward Roberts  
17 DOUGLAS HASTINGS  
COURTNEY McWILLIAMS

~~Avery Roberts~~  
~~Edward Roberts~~  
~~Douglas Hastings~~  
Courtney E. McWilliams

18

19 JANET E. ZEHNER

Janet E. Zehner

20 Glenn M. Raleigh  
Diane Whitney Raleigh

Glenn M. Raleigh  
Diane Whitney Raleigh

21

22 Dana F. Laird  
Michelle E. Laird  
23 Douglas W. SMITH  
TONG SMITH  
24 Gregory C. Leif  
Beverly A. Leif  
25 RANDY M MASSEY  
LINDA A. MASSEY  
26 Frank O. Nelson  
DAWN M. NELSON  
27 STEVEN A. BLAND

~~Dana F. Laird~~  
~~Michelle E. Laird~~  
~~Douglas W. Smith~~  
Tong Smith  
~~Gregory C. Leif~~  
Beverly A. Leif  
~~Randy M. Massey~~  
~~Linda A. Massey~~  
~~Frank O. Nelson~~  
Dawn M. Nelson  
~~Steven A. Bland~~

28 PEGGY A. HARGER  
ROBERT E. HARGER  
29 Michael Craft  
Jan Jones  
30 MICHAEL BOWMAN  
Vicki Bowman

~~Peggy A. Harger~~  
~~Robert E. Harger~~  
~~Michael Craft~~  
~~Jan Jones~~  
~~Michael Bowman~~  
Vicki Bowman

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

31

32

Courtland J. Conover  
LAWISE F. CONOVER

Courtland J. Conover  
LAWISE F. CONOVER

33

34

35

36

JOAN L. PLUM

Joan L. Plum

37

38

39

Marshall Johnson  
Mary Ellen Johnson  
John F. Curran  
Amy Curran  
Gordon Todd

Marshall Johnson  
Mary Ellen Johnson  
John F. Curran  
Amy Curran  
Gordon Todd

40

41

42

43

WILLIAM T. HAEFFNER

W. T. Haefner

44

JOHN F. COGAN  
Ann Archer-Cogan

John F. Cogan  
Ann Archer-Cogan

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 ~~1,546-XXXX~~ under Reception Number 256162 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 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. 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 M.G. I. Water Co., Inc.

(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) 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 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.

(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: Alfred A. Hagedorn  
Alfred A Hagedorn, President



Beatrice D. Hagedorn  
Beatrice D Hagedorn, Secretary

State of Colorado  
County of \_\_\_\_\_



My commission expires \_\_\_\_\_ My Commission Expires Nov. 24, 1988

The foregoing instrument was acknowledged before me this 27th day of May 1977 by Alfred A Hagedorn as President and Beatrice D Hagedorn as Secretary of Mid-Corporation Investment Company, Inc., a Colorado corporation.