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Declaration of Protective Covenants
Woodland West Subdivision Filing 5

The owners of property in Woodland West Subdivision, Filing 5, the Plat of said Filing having been recorded in the records of Teller County, CO, do hereby establish this declaration of protective Covenants for all Lots of Filing 5 in said Subdivision.

As permitted by the existing protective Covenants (recorded in Teller County on July 16, 1984 in Book 351, Page 981, reception # 324457), these Covenants supersede existing protective Covenants and take effect on July 16, 2004. Should any existing condition(s) on any Lot not be in compliance with restrictions imposed by these Covenants then those conditions will be allowed to continue to exist without prejudice until such time as the property is conveyed to a new owner.

All of the Lots and real property within said Filing 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.

These Covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from July 16, 2004, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority of the then-owners of Lots Filing 5 of said Subdivision has been recorded agreeing to change said Covenants in whole or in part.

1. No Lot shall be further subdivided.

2. No Lot shall be used for other than residential, agricultural, or home business purposes. Any business conducted from a residence must conform to the following requirements: (1) The business must be conducted entirely within the residence with no external evidence of the activity. (2) Operation of the business shall be clearly incidental and secondary to the residential use of the Lot. (3) No business-related signage shall be visible from roads or other Lots. (4) There shall be no employees other than immediate family members who reside in the home. (5) No customers or clients shall visit the site and no deliveries of material or storage of material shall be made to the Lot. (6) No 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. 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.

4. The only buildings or structures that may be erected or placed on any Lot shall be one single-family dwelling (which may include a garage), one detached garage, one guest house for intermittent occupancy on a non-commercial basis, and no

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more than one shed or other small out-building. Each shed and other small out-building must be less than 120 square feet in size, closely resemble or complement the exterior finish and character of the residence, and be constructed and maintained as a permanent structure.

5. A residence newly constructed on any Lot shall contain a minimum of 1,700 (seventeen hundred) square feet of above grade finished interior living area.

6. 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.

7. No building shall project beyond a line parallel to and 30 (thirty) feet back from any property line.

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.

9. 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.

10. The total area of any grass lawn that may be planted together with irrigated gardens shall not exceed 500 square feet on any Lot.

11. To preserve the unique, natural character of the Filing in general, trees, bushes, native grasses and other ground cover shall be preserved in the natural state to the maximum practical extent. This would not apply or otherwise restrict activities related to common domestic pursuits (e.g., gardening, yards adjacent to a residence, child play areas or dog exercise areas), construction, maintenance or repair of buildings, structures or utilities (to include septic systems) and fire mitigation efforts.

12. To preserve the unique, natural character of the Filing in general, fences should be constructed with materials that minimize the visual impact of the fence and preserve the natural character of the Lot. Fence materials may complement adjacent structure(s) on the Lot when such fences comprise a part of the overall architectural or landscaping plan of the Lot. No chain-link type fence material will be used to enclose an area.

13. Trees should be regularly inspected to identify trees infected with mountain pine beetle, Ips beetle 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 must be destroyed by removal or spraying. Noxious weeds are non-native invasive plant species that pose serious threats to agriculture and wildlife. Colorado Statutes (C.R.S. 35-5.5-108.5) require landowners to control noxious weeds on their property. Examples of noxious weeds in Teller County

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are forms of thistles, knapweed, and toadflax.

14. No motor vehicle that is unlicensed (i.e., not displaying a current state registration), dilapidated, derelict, battered, or otherwise appears to be abandoned, discarded or junked shall be permitted to remain on any Lot. This does not apply to vehicles that are garaged.

15. Self-powered recreational vehicles (RVs), vehicle trailers intended for any purpose and items commonly transported by trailer (for example camper-type structures, boats, all terrain vehicles, other off-road vehicles, snowmobiles and similar equipment) are permitted on a Lot in compliance with the following requirements. (1) No more than one RV, limited to a length of no more than 25', parked on the Lot. (2) The RV must be of commercial manufacture and must not be a conversion of a vehicle originally produced for another purpose. (3) No more than one vehicle trailer, limited to a length of no more than 25', parked on the Lot. (4) Vehicles and trailers that are within the allowed length that are parked on a Lot (and not garaged) must be parked in such a manner that the vehicle or trailer is not highly conspicuous, obtrusive or otherwise appears to be so bold or out-of-place that it affronts the visual senses in general or the general character of the Filing. No restrictions apply to the foregoing vehicles, trailers and equipment if garaged.

16. No animals, livestock or poultry of any kind shall be raised, stabled, bred or kept on any Lot except that dogs and cats or other customary household pets may be maintained on a non-commercial basis. Dogs, cats or other customary household pets shall be so limited as to number and so cared for as to not cause a source of annoyance to other property owners. Horses and horse hybrids (e.g., asses, donkeys, and ponies) shall not be stabled, kept or maintained on any Lot.

17. No noxious or offensive operations shall be permitted on any Lot except that this does not apply to the operation of equipment, tools or activities related to construction, maintenance, yard work, fire mitigation or wood cutting. 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.

18. No oil drilling, mining or quarrying shall be permitted on any Lot.

19. No part of any Lot shall be used as a dumping ground for rubbish, trash, chemicals, solvents, paints or other waste.

20. To reduce the likelihood of, and to mitigate the extent of, accidental fires the following apply. (1) Manmade piles of tree limbs, deadwood (except stacked cord wood) and brush (often referred to as "slash") must be removed from a Lot within 30 (thirty) days. (2) Owners are strongly encouraged to take active steps for wildfire mitigation to include complying with recommendations of the fire protection district and Colorado State Forest Service regarding tree thinning and disease. (3) Volatile compounds (e.g., paint thinner, other solvents, aerosol (spray) paint), gasoline and similar combustible materials should be kept in original factory or underwriter's laboratories (UL) approved

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containers and should be limited in quantity to that necessary for normal domestic uses.

21. No sign of any kind shall be displayed to public view on any Lot except for the following. (1) One owner's name sign of not more than two (2) square feet. (2) One sign of not more than five (5) square feet advertising the property for sale. (3) Any sign(s) required or authorized by law and/or Teller County to meet the needs of public information, health, safety and welfare (for example, oxygen in use, beware of dog, no trespassing and similar signs), each sign not to exceed one and one-half (1.5) square feet. (4) One sign that is displayed for a period of less than five (5) consecutive days during any consecutive 120 (one hundred and twenty) days if said sign is of less than two (2) square feet and is an expression of protected free speech. (5) One sign of not more than two (2) square feet displayed for not more than 24 (twenty-four) hours in any 30 (thirty) day period for the purpose of advertising a garage sale or similar event. For this Covenant, signs are defined as including, but not limited to, words, letters, figures, designs, symbols, logos, fixtures, color, motion, illumination, or projected images.

22. Discharge of firearms of any kind shall be prohibited on any Lot except that this does not apply to use of a firearm for self defense. Violation of this prohibition shall be considered to endanger life and public safety.

23. Any property owner may request an exemption from the foregoing restrictions (except those restrictions relating to water use or water wells) for exceptional circumstances or conditions that may exist. The waiver must explicitly describe what is to be allowed. To obtain a waiver the owner must obtain in writing approval from all adjoining Lot owners in Filing 5 and at least two-thirds of all Lot owners in Filing 5. The names and addresses of all current Lot owners of record in the Filing must be part of the waiver. The approved waiver must be filed for record with the Teller County Clerk and Recorder.

24. 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 any owner of property in Filing 5, Woodland West Subdivision, or by the duly constituted officers of any homeowners' association established by the owners of property in Woodland West, 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, should it prevail, 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.

25. 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.

Property owners of record, Filing 5, Woodland West Subdivision

By my/our signature(s) hereto I/we agree to the foregoing Declaration of Protective Covenants consisting of four (4) unnumbered introductory paragraphs and 25 (twenty-five) numbered paragraphs on four (4) pages.

Lot Nr.*	Street Address#	Owner(s) name	Owner(s) signature	Date signed
106	418 Univ. Dr.	Karl D. Schmidt		
		Cherie E. Schmidt		
107	751 N'western Pl.	Steven R. Brown		
108	496 Univ. Dr.	Lawrence A. Stone		
		Ann L. Stone		
109	737 N'western Pl.	Michael R. Bjork	<i>Michael R. Bjork</i>	6/14/04
		Linda S. Bjork	<i>Linda S. Bjork</i>	6/14/04
110	552 Univ. Dr.	David F. Kelly		
		Dorothy F. Kelly		
111	697 N'western Pl.	Anthony E. Milosevic	<i>Anthony E. Milosevic</i>	6/10/04
		Linda M. Milosevic	<i>Linda M. Milosevic</i>	6/10/04
112	704 N'western Pl.	William O. Doering	<i>William O. Doering</i>	6/8/04
		Margaret Doering	<i>Margaret Doering</i>	6-8-04
113	642 N'western Pl.	Donald W. Beson	<i>Donald W. Beson</i>	6/7/04
		Debbie A. Beson	<i>Debbie A. Beson</i>	6/7/04
114	668 Univ. Dr.	Robert A. Wooldridge		
		Sharon Wooldridge		
115	695 Univ. Dr.	Robert A. Morris	<i>Robert A. Morris</i>	06-14-04
116	688 Univ. Dr.	Richard J. Millard	<i>Richard J. Millard</i>	6-8-04
		Roberta A. Millard	<i>Roberta A. Millard</i>	6/7/04
117A	715 Univ. Dr.	David G. Zehrer	<i>David G. Zehrer</i>	06 June 2004
119	613 Univ. Dr.	Ronald Capen		
		Kathleen S. Brandt		
120	609 Univ. Dr.	Donald W. Butzlaff		
		Kerry G. Butzlaff		
121	547 Univ. Dr.	Terry A. Smiley	<i>Terry A. Smiley</i>	6-10-04
		Kay G. Smiley	<i>Kay G. Smiley</i>	6-10-04
122	unbuilt Lot	Terry A. Smiley	<i>Terry A. Smiley</i>	6-10-04
		Kay Gherardi	<i>Kay Gherardi</i>	6-10-04
123	unbuilt Lot	Terry A. Smiley	<i>Terry A. Smiley</i>	6-10-04
		Kay Gherardi	<i>Kay Gherardi</i>	6-10-04

--- end of property listings for Filing 5 ---

* Lot Nr. is the platted Lot number for Filing 5, Woodland West Subdivision

Univ. Dr. is an abbreviation for University Drive.

N'western Pl. is an abbreviation for Northwestern Place.

Protective Covenants Applicable to Woodland West Subdivision-Filing No. 5.

Mid-Colorado Investment Company, Inc. has heretofore caused to be filed for record, in Plat Book I at pages 98-100 under Reception Number 324455 of the records of Teller County, Colorado, the Plat of Woodland West Filing No. 5. 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 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 before construction by an officer of M.C.I. Water Company, 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 recreational vehicle or 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 Company, 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 stored, 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 adjacent 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 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 may be directly affected by any violation hereof. Any action or proceeding brought against any person or persons, or entity, 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 the 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 Teller)

The foregoing instrument was acknowledged before me this 16th day of July 1984 by Alfred A Hagedorn as President and Beatrice D Hagedorn as Secretary of Mid-Colorado Investment Company, Inc., a Colorado corporation.

Myrna S. [Signature]
Notary Public
NOTARY
PUBLIC
My commission expires June 22, 1985
STATE OF COLORADO