

THE WOODMOOR CORPORATION
Declaration of Covenants, Conditions, and Restrictions
WOODMOOR MOUNTAIN

THIS DECLARATION, made on this 14th day of September, 1971, by The Woodmoor Corporation, a Colorado corporation having its office and principal place of business in the County of El Paso, State of Colorado, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain Property in the County of Douglas, Colorado, commonly known as Woodmoor Mountain and described as:

All of Section 19 and the North half of the northeast quarter, the southwest quarter of the Northeast quarter, the Northwest quarter, the North half of the Southwest quarter, of Section 30, all in Township 10 South, Range 67 West of the 6th Prime Meridian, containing 1014.39 acres, more or less, AND

That portion of the Southwest quarter of Section 20, Township 10 South, Range 67 West of the 6th Prime Meridian, and being more particularly described as follows: Beginning at the Southwest corner of said Section 20, thence Easterly on the Southerly line thereof 1,909.69 feet to intersect the Northwesterly line of that certain tract described in Book 159 at page 160, of the records of Douglas County, Colorado, under Reception No. 121536; thence Northeasterly on said Southwesterly line 781.29 feet to the most Northerly corner thereof; thence angle right 79°-41'-20" Southeasterly along the Northeasterly line of said tract 365.14 feet to intersect the Easterly line of said Southwest quarter of Section 20; thence Northerly on said Easterly line 213.86 feet; thence Westerly on a line parallel with said South line of the Southwest quarter of Section 20, 2,055.41 feet to a point that is 600.0 feet Easterly of the West line of said Southwest quarter as measured at right angles to the said West line; thence angle right 72°-17'-09' Northwesterly 1,977.09 feet to the Northwest corner of said Southwest quarter; thence Southerly on the Westerly line thereof 2,632.51 feet to the point of beginning, containing 50.61 acres, more or less.

Total Parcel containing 1,065 acres, more or less.

And desires to create thereon a residential community for the benefit of Owners of Property within said community;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of said community, for the maintenance of open spaces and other common facilities, and to this end desires to subject the real property described, together with

such additions as hereafter may be thereto to the Covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property that each Owner thereof; and

WHEREAS, Declarant has incorporated under the Laws of the Sate of Colorado, as a non-profit corporation, the Woodmoor Mountain Homeowners' Association, hereafter referred to as the Association, for the efficient preservation of the values and amenities of said community, and has delegated and assigned the powers of maintaining and administering and enforcing the Covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, it is desired to establish certain standards covering the said Subdivision by means of protective covenants so as to secure to each individual Owner the full benefit and enjoyment of his home and/or property with no greater restrictions upon the free and undisturbed use of his property than is necessary to insure the same advantage to other similar Property Owners; and to insure the lasting beauty and investment value of the property;

NOW THEREFORE, in consideration of the acceptance hereof by several purchasers and grantees (their heirs, executors, administrators, personal representatives, successors, and assigns, and all persons or concerns claiming by, through, or under such grantees) of deeds to Lots or Parcels in said tract of land, The Woodmoor Corporation hereby declares to and agrees with each and every person who shall be or who shall become Owner of any of said Lots or Parcels that said Lots or Parcels, in addition to the ordinances of the County of Douglas, Colorado, shall be and are hereby bound by the Covenants set forth in those presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements.

ARTICLE 1 DEFINITIONS

Section 1. "Association" shall mean and refer to the Woodmoor Mountain Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. This includes the entire private road system reflected in the four filings recorded in Douglas County, Colorado. It does not include such four-wheel drive trails as are developed solely to service any over 35-acre parcels.

Section 5. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to The Woodmoor Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot or Parcel from the Declarant for the purpose of development. Responsibilities of the Declarant as defined herein may be explicitly delegated in writing to any individual or legal entity.

Section 7. "Parcel" shall mean and refer to any of the twelve unrecorded plots of land comprising a part of the subdivision, each of which is in excess of 35 acres.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyments. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot or Parcel, subject to the following provisions:

- a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot or Parcel remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of each class of members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, friends or associates, his tenants or contract purchasers who reside on the Property. The roads are additionally open as appropriate to all parties having need in the conduct of legitimate business within the subdivision.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Parcel shall become a member of the Association upon the acquisition of said Lot or Parcel. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Parcel.

Section 2. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or Parcel owned. When more than one person holds an interest in any Lot or Parcel, all such persons shall be members. The vote for such Lot or Parcel shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Parcel.

Class B: Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot or Parcel owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1980.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Parcel owned within the Properties, hereby covenants, and each Owner of any Lot or Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation of delinquent assessments shall not pass on to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and

welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Parcel to an Owner, the maximum annual assessment shall be twenty-four and no/100 dollars (\$24.00) per Lot or Parcel.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot or Parcel to an Owner, the maximum annual assessment may be increased each year not more than three per cent (3%) above the maximum assessment for the previous year without a vote of the membership;
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot or Parcel to an Owner, the maximum annual assessment may be increased above three per cent (3%) by a vote of two-thirds (2/3) of each class of members voting in person or by proxy at a meeting duly called for this purpose;
- (c) The Board of Directors may fix the annual assessment to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal Property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of sixty percent (60%) of the members or of proxies entitled to vote each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be same as the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots or Parcels and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots or Parcels on the first day of the month following the conveyance of Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Parcel have been paid.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Parcel.

Section 9. Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Normal sale or transfer of any Lot or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot or Parcel pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All Property dedicated to and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Roads. All roads within the Subdivision will be considered and used as private roads for the private use of the Owners of the Lots or Parcels and for the necessary use of the US Government, its subdivisions, departments, and agencies, and such roads are not dedicated public roads. The maintenance of said private roads shall be the responsibility of the Owners of the Lots or Parcels comprising the Subdivision, utilizing funds of the Association.

Section 12. Four-Wheel Drive Trails. The four-wheel drive trails to provide access to the Parcels do not constitute a part of the private road system and are solely for the use of the Parcel Owners or whomever they may designate. Their upkeep is the responsibility of the Parcel Owners through whatever equitable arrangements any mutual users may establish with one exception. To the extent that these trails may be extended and thereafter designated by the Association as emergency fire escape routes

back into any National Forest road network, the Association is responsible for all extra costs to assure their suitability for that purpose.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control. No building shall be erected, placed, or altered on any Lot or Parcel until the construction plans and specifications and plan showing location of buildings on said Lot or Parcel have been approved by the Architectural Control Committee appointed by the Declarant (until such time as he feels the Association is capable and willing to assume responsibility for this committee) as to quality of workmanship, materials, and harmony of exterior design with existing structures, and as to location with respect to topography. No fence or wall will be erected, placed, or altered on any Lot or Parcel that would obstruct common usage of bridle paths and hiking trails and will be of a type and design approved by the Architectural Control Committee. The Architectural Control Committee will be composed of not less than three individuals.

Section 2. Land Use and Building Type. No Lot or Parcel shall be used except for residential purposes. Parcels, however, may be set up for non-profit purposes to accommodate up to 120 people in the form of dormitories or smaller lodges together with supporting facilities such as dining halls, recreation centers, sports facilities, auditoriums, training facilities, etc. No structures shall be erected, altered, placed or permitted to be placed on any tract other than dwellings not to exceed two stories in height and garage for not more than three (3) automobiles and a barn for horses. The ground area of the dwelling, exclusive of garage and porch, will not be less than twelve hundred (1,200) square feet.

Section 3. Building Locations. No building shall be located on any Lot or Parcel nearer than forty (40) feet from the front Property lines and forty (40) feet side or back Property lines. These distances may be varied on an individual basis by the Architectural Control Committee to take advantage of unique physical topography and utility needs.

Section 4. Resubdividing. No further resubdividing of Lots within the Subdivision will be permitted. However, any Parcel Owner may at any time subdivide no less than his entire Parcel into Lots at least consistent in size with Lots in this subdivision so long as these new Lots are made subject to these covenants, conditions, and restrictions as Lots and are developed in conformance with all federal, state and local regulations.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities and for roadways are reserved as described on the recorded plat. No shrubbery, trees, or plantings shall be placed on said easement. No buildings, fences or structures of any type shall be built over, across, on the line of, or in such a manner as to include such easements within the Lot or Parcel or tract, but such

easements shall remain open and readily accessible for service and maintenance of utility and drainage facilities and other purposes.

Section 6. Temporary and Other Structures. No basement, trailers, shed, or other out-building will be erected or placed in this Subdivision as a permanent residence; however, temporary camping equipment such as tents and trailers may be used for period not to exceed two weeks. However, Parcels set up as camps or retreats may, after Architectural Control Committee approval, erect prepared campsites where tents or mobile homes may be used for strictly defined periods of time, not to exceed one month in a row, so long as they provide adequate permanent bathing, latrine and laundry facilities. Upon written permission from the Association, Owners may utilize trailers or other temporary housing for a longer period during construction of permanent homes.

Section 7. Water Supply. Location of wells must be approved by the Association, and location and design must conform to the requirements of the Tri-County Health Department. The Declarant is responsible for the insuring of a water supply to each site.

Section 8. Clearing of Trees. Approval shall be obtained from the Architectural Control Committee to cut down, clear, or kill any trees on any Lot or Parcel. Further, each and every grantee agrees that all the trees cleared by him will be disposed in such a way that all Lots or Parcels, whether vacant or occupied by buildings, shall be kept free of accumulations of brush, trash, or other materials which may constitute a fire hazard or renders a Lot or Parcel unsightly, provided, however, that this shall not operate or restrict grantees from storing fireplace wood in neat stacks on their Lots or Parcels.

Section 9. Natural Resources. No trees, shrubbery, rocks or other natural resources shall be destroyed or removed from the Property except that necessary for buildings, legitimate open areas such as yards, gardens, corrals, athletic fields, etc., consistent with Association guidelines, and easements, after prior approval of the Architectural Control Committee.

Section 10. Nuisance. No noxious or offensive activity shall be carried on upon any Lot or Parcel, nor shall anything be done thereupon which may or become an annoyance or nuisance to the neighborhood. No firearms or explosives, including fireworks, shall be discharged within the Subdivision except on areas designated by the Association. Permanent, properly posted shotgun, muzzle-loading or bow and arrow hunting areas may be approved in the Parcels so long as they are never closer than 150 yards from any dwelling or stable or any road as defined herein.

Section 11. Sewage and Sanitation. No outside toilets or any sort shall be permitted on any Lot or Parcel in the Subdivision. All toilet facilities must be a part of the residence or garage, or in the case of Parcels, they may be in other appropriate buildings, and shall be of modern flush type and connected to a proper septic tank

system and leach field area (where necessary, authorized substitute systems may be used) approved by Tri-County Health Department and the County of Douglas, State of Colorado. No sewage, waste water, trash, garbage or debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the Subdivision. Trash burners will not be permitted. Pre-location of septic tank systems on every Lot or Parcel must be accomplished by the Lot or Parcel Owner when building plans are approved by the Architectural Control Committee.

Section 12. Signs. No sign of any kinds shall be displayed to the public view on any Lot or Parcel except one sign not more than two (2) square feet of surface area advertising the Property for sale, and one sign on the same size as identification of the Owner. Special exceptions may be granted by the Association in connection with safety or the general welfare, such as "No Trespassing" signs around peripheral areas, for marking approved hunting areas, or where there may be widely separated entry/exit points as in some of the Parcels.

Section 13. Livestock, Poultry, Agriculture. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or Parcel except domestic household pets and horses. The number of horses will not exceed one (1) per 25,000 square feet of unused land per Lot or Parcel. No animals may be kept for commercial purposes.

Section 14. Private Automobiles and Gas Powered Vehicles. No inoperative private automobiles shall be placed and remain on any Lot or Parcel for more than forty-eight (48) hours, unless stored or parked in a garage or carport. No motorcycle, trail bike, or other motorized all-terrain vehicles will be used in the Subdivision excepted on platted roads or such other areas as may be specifically set aside by the Association. Parcel Owners may define and file with the Association off-road trails for daytime use by motorcycles or snowmobiles so as not to exceed 55 decibels at any residence on adjoining Property.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter empowered by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any Covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these Covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The Covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Any amendment must be recorded. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot or Parcel Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot or Parcel Owners, each Owner being entitled to one vote per Lot or Parcel.

THE WOODMOOR CORPORATION

Signed by John A. Thompson, Executive VP

Attest (with seal):

Signed by: John J. Wilkinson, Secretary