

**ARTICLE I  
DEFINITIONS**

Recorded July 12, 1971 Bk 2421, Pg 215

THIS DECLARATION, made on the date hereinafter set forth by The Woodmoor Corporation, hereinafter referred to as "Declarant."

**WITNESSETH:**

REAS, Declarant is the owner of certain property in the County of El Paso, Colorado, lying in Sections 1, 2, 7, 11, 12, 13, 14 and 18, Township II\* South Range 67 West of the 6th Prime Meridian, *which has* been platted as: DEER CREEK ESTATES, KNOLLWOOD ESTATES FILING NO. 2, HARMON HILLS FILING NO. 1; WOODMOOR FILING NO. 1; HARMON HILLS FILING NO. 11; WOODMOOR HELLS; WOODMOOR COUNTRY CLUB; WOODMOOR OAKS; WOODMOOR RIDGE; TOP 0' THE MOOR I; TOP 0' THE MOOR II; LAKE WOODMOOR; TOP 0' THE MOOR III; WOODMOOR MEADOWS; WOODMOOR HIGHLANDS 1; WOODMOOR HIGHLANDS 11; WOODMOOR FOREST; TOP 0' THE MOOR IV; and WOODCREST.

WHEREAS, the Corporation desires to revoke and amend all former covenants, restrictions and conditions heretofore recorded and affecting said property, so as to have uniform covenants *throughout the* Woodmoor subdivisions; and

NOW, THEREFORE, Declarant hereby declares that all declarations of protective covenants, restrictions and conditions affecting the above described property are hereby revoked and amended and all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**Section 1.** "Association" shall mean and refer to The Woodmoor Improvement 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 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 herein before 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. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described its;

Common Area "A" as described in the plat of Top 0' The Moor I, and bridle paths as shown and described on the recorded plat of Top 0' The Moor I. Tract A, Woodmoor Highlands II as shown on the recorded plat thereof.

Common Areas B, C, and D, as described and shown on the recorded plat of the Subdivision, Top 0' The Moor II.

Common Areas A, B, C, D, E, F, and G, and all shaded common areas as described and shown on the recorded plat of the Subdivision, Lake Woodmoor.

A portion of Common Area A, starting at the Northeast corner of site #32, Top 0' The Moor I, proceeding along an extension of the northerly border Southeast to a point 100' thence Southwesterly along a line to a point 155' thence northwesterly 100' to intersect Southeast corner of site #32, thence Northerly along Easterly boundary of site #32, to POB, according to the recorded plat thereof.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon 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 from the Declarant for the purpose of development.

**ARTICLE 11  
PROPERTY RIGHTS**

**Section 1. Owners, Easements of Enjoyment.**

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, 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 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-third (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, his tenants, or contract purchasers who reside on the property.

**ARTICLE III  
MEMBERSHIP AND VOTING  
RIGHTS**

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

**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 owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall

be the Declarant and shall be entitled to three (3) votes for each Lot 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, 1975.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot 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 be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, 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 for delinquent assessments shall not pass 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 to an Owner, the maximum annual assessment shall be twenty-four and no/100 dollars (\$24.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot 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 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 to two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and 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 the 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 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 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 annual assessment against each Lot 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 asses one a specified Lot 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 nonuse of the Common Area or abandonment of his Lot.

**Section 9. Subordination or the Lien to the Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu therefor, 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 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, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Colorado shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

No building, fence, wall, swimming pool, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to *surrounding structures* and

topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. At the beginning of the 30-day period the Architectural Control Committee will notify adjoining property owners that plans and specifications are being considered on an adjacent Lot.

**Section 1. Building Type and Occupancy.** All Lots shall be known and described as residential tracts and shall be used only for residential homes. No building shall be allowed or erected on any tract in said subdivision except one residential house, provided that no such building shall exceed two and one-half stories in height. All garages, porches, storage areas, garden houses, etc. must be attached to said dwelling house and be constructed so as to constitute one building only except that one ancillary building in keeping with the overall architecture and scheme of the dwelling will be permitted provided that it is included both as to design and location on a plan submitted to the Architectural Control Committee.

**Section 2. Dwelling Size.** The dwelling house shall occupy a floor area of actually and fully enclosed building including attached garage or porch of not less than eighteen hundred (1800) square feet. In computing such minimum areas, the area of open porches and garages shall be construed as equivalent to a closed area one-half (1/2) the area of such open porches and garages, credit for which shall not exceed, under any circumstances, two

hundred (200) square feet.

**Section 3. Building Location.** No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any Lot nearer than forty (40) feet to the front Lot line nor nearer than forty (40) feet to any rear Lot line, nor twenty (20) feet to any side Lot line. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.

Lake Woodmoor Filing Certificate of Amendment dated tO/6/72 \*\*\*

1. ARTICLE V, Section 3, Building Location, is hereby deleted and the following substituted therefor:

\*Section 3, Building Location. No building shall be located on any lot nearer to the front line or nearer to the side line than fifteen (15) feet. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building.

**Section 4. Re-subdividing.** No further subdivision or re-subdivision of any tract or combination of tracts as shown on the plat shall be permitted except upon prior approval of the Architectural Control Committee.

**Section 5. Easements.** Easements for installation and maintenance of utilities and drainage facilities and for roadways are preserved 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 tract, but such easement shall remain open and readily accessible for service and *maintenance* of utility and drainage facilities and other purposes.

**Section 6. Temporary Residence.** No structure of temporary character, trailer, basement, tent, or accessory building shall be used on any tract as a residence, temporarily or permanently, and no used structure of any sort shall be moved onto any Lot. In any event, no trailers of any type shall be placed or kept on any Lot unless such trailer is kept in an enclosed garage.

**Section 7. Water.** There shall be no water wells drilled or placed on any Lot or

tract covered by these Covenants. Any sewage disposal system placed upon any Lot shall comply with the requirements of the State of Colorado Health Department or El Paso County, Colorado. Any residence constructed on any Lot shall be connected with any public or community water or sewage disposal system which may be formed or created to serve the subdivision so long as such public system is in existence and makes service available to the Lot on which construction is to commence.

**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. Further, each and every grantee agrees that all the trees cleared by him will be disposed of in such a way that all Lots, 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 unsightly, provided, however, that this shall not operate or restrict grantees from storing fireplace wood in neat stacks on their Lots.

**Section 9. Commercial.** Commercial zoning will not be allowed within the Woodmoor subdivisions outlined in the legal description at the beginning of the Covenants with the exception of sixty (60) acre area at the immediate intersection of Interstate 25 and Colorado State Highway 105 plus that area three hundred (300) feet in width bordering State Highway 105 extending easterly to Monaire Drive. No commercial type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage, nor parked on any residential street or alley except while engaged in transport to or from a residence. For the purposes of this Covenant, a 3/4 ton or smaller vehicle, commonly known as a pickup truck, and which is not used for commercial purposes, shall not be deemed to be a commercial vehicle or truck.

**Section 10. Nuisance.** Nothing shall be done or permitted on any Lot which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or commercial business or trade shall be carried on upon any tract, except that professional offices such as that of a lawyer, doctor, dentist, or engineer may be maintained, within the main dwelling upon specific approval by the Architectural Control Committee in each

case. Outside aerials or antennas will not be permitted.

**Section 11. Refuse and Rubbish.** Rubbish, garbage, or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish, or other refuse shall be kept in a clean, sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. Burning of tracts will not be permitted.

**Section 12. Signs.** No sign of any character shall be displayed or placed upon any of the premises or Lots in said Subdivision except one professional sign of not more than one square foot in area per side, advertising the property for sale, house numbers, occupant's name, or signs used by a builder approved in writing by the Architectural Control Committee to advertise the property during the construction and sales period. All signs are subject to the approval of the Architectural Control Committee.

**Section 13. Animals.** No animals, livestock or poultry of any kind shall be housed, raised, or kept on any tract or property either temporarily or permanently, except that commonly accepted domestic household pets may be kept provided they are not kept or maintained for any commercial purposes.

**Section 14. Clotheslines and Exterior Tanks.** No grantee shall place upon his premises clotheslines, swimming pool filter tanks, fuel oil tanks, or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining Lots. Protective enclosures to screen the above must be approved by the Architectural Control Committee as a part of the plans for the improvements to be located on the property.

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.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**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 this Declaration is recorded, after which time they shall automatically extended for successive period 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 Owners, and thereafter by an instrument signed by not less than seventy-five percent (75 %) of the Lot Owners.

**Section 4. Annexation.** Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

**Section 5. FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of the Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

\*\*\* Added for clarification of Lake Woodmoor Filing only

## 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 imposed by the