

WHEREAS, property located in Teller County, Colorado legally described as Woodrock Filing No. 1 (the "Property") is subject to the following protective covenants:

1. Declaration of Protective Covenants: recorded 12-19-1972 at Reception No. 219572
2. Addendum to Protective Covenants: recorded 6-4-1973 at Reception No. 222320
3. Declaration of Additional Protective Covenants: recorded 3-25-1974 at Reception No. 229102
4. 1978 Addendum to Protective Covenants: recorded 4-20-1978 at Reception No. 264019
5. 2012 Amended and Restated Protective Covenants: recorded 5-24-2012 at Reception No. 653333

WHEREAS, the owners of the lots located within the Property (the "Members"), acting through the Woodrock Property Owners Association (the "Association"), have agreed to amend and restate the covenants described above;

THEREFORE, the foregoing covenants are replaced and superseded in their entirety (except the Addendum to Protective Covenants recorded 6-4-1973 at Reception No. 222320 and the Addendum to Protective Covenants recorded 4-20-1978 at Reception No. 264019, both of which deal primarily with easement issues on specific lots) by this 2016 Amended & Restated Declaration of Protective Covenants for Woodrock Filing No.1 as voted by the Members during the August vote.

1. It is the desire of the Association that all Members be allowed maximum flexibility in the use and enjoyment of their property except where such use and enjoyment impinges on the similar rights of other Members. Members shall look in a cooperative spirit to these Covenants, to the By-Laws, to common sense, and (only as a last resort) to the Board of Directors to resolve disagreements. Any ruling by the Board of Directors shall be final.
2. All applicable laws, rules, and regulations of the US government, the State of Colorado, and Teller County are hereby incorporated into these Covenants. Should these Covenants be or become in conflict with such laws, rules, and regulations, then these Covenants shall be disregarded to the extent necessary.
3. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
4. All Lots in Woodrock are zoned Residential by Teller County and are subject to the Teller County zoning restrictions related to residential property. Additionally, no building shall be erected, altered, placed or permitted to remain on any lot other than one

detached single family dwelling (the "Principal Residence") and Board-approved outbuildings. The Principal Residence shall have an enclosed heated living space of at least 1500 square feet. Only one Principal Residence is permitted per Lot. No trailer, mobile home, basement, tent, shack, garage, barn, temporary structure, or other outbuilding shall be used as a residence. A furnished guest house is permitted for hired help or non-paying guests of the owners provided there is a Principal Residence on the Lot. In no event shall the guest house be used for any purpose other than for bona fide non-paying guests or for the hired help of the Lot owner.

5. No structure shall be occupied as a residence until the county grants a Certificate of Occupancy. The Owner must have a valid Certificate of Occupancy within two years of the date a building permit is granted by the county.

6. The number and type of animals allowed shall be within the Teller County residential zoning requirements with the following exceptions:

- a. Goats, Swine, and Poultry are not permitted
- b. No grazing animals are allowed, such as horses, cattle and llamas
- c. A maximum of four (4) dogs per Principal Residence is allowed.

7. All new construction shall be at least 35 feet from the edge of any physical roadway and at least 25 feet from any lot line in addition to any requirements of Teller County. Existing construction must comply with the Covenants and Teller County regulations in effect at the time such construction occurred.

8. There shall be a ten-foot easement for utilities as per Teller County building codes or for water drainage along all Lot lines. No structure, plantings or materials may be placed within these easements.

9. Hunting or discharge of firearms of any kind within the Woodrock Subdivision is forbidden.

10. Use of a structure as a lodge, bed and breakfast, short-term rental (less than 6 months unless approved by the Board) or commercial operation (other than a "no impact" home office as defined by Teller County zoning requirements) is forbidden. It is the owners' responsibility to notify the Board when a home is rented, names of the renters and a phone number or email address.

11. Government regulations require that certain types of flags cannot be prohibited. Such flags are hereby permitted. Examples include the United States flag, the Colorado state flag, MIA/POW flags, Service Star and Service flags. Any flags not so permitted are hereby prohibited unless approved in writing by the Board. In any case, no flag is to exceed 3X5 feet in size.

12. The following signs are allowed:

- a. Address signs at any shared easement and/or driveway entrance.
- b. Signs identifying lot or home owners.
- c. Signs advertising a lot or home for sale, not to exceed 3X4 feet in size.

- d. One political sign per ballot issue or office displayed no earlier than 45 days prior and no more than 7 days after the contested election.
13. Trash, garbage, and other waste shall be kept in containers suitable for that purpose. Such containers and any related items shall be kept clean and screened from public view except on the day of trash pick-up. Burning of trash is prohibited.
14. Outdoor storage of inoperable machinery or of unlicensed, inoperable, or unregistered vehicles is prohibited.
15. All roads in Woodrock are private roads and are to be maintained by the Association. In addition to the roads within Woodrock, there is approximately one half mile of private road on a right-of-way from County Road 61 to Woodrock that shall also be maintained by the Association.
16. The Association has previously been formed to serve as the homeowners' association. The Association shall have a board of directors not to exceed five people. Every Lot owner, whether by deed or by contract, shall be a Member of the Association. Each Member of the Association shall be entitled to one vote for each Lot owned and an additional vote for a completed Principal Residence. Any Member who is delinquent in paying dues, charges, or special assessments shall not be eligible to vote until his overdue account is paid in full at which time full voting privileges will be restored. Each Member is deemed to covenant and agree to pay to the Association annual dues, charges, and special assessments. Such items are to be established and collected as herein provided and as further described in the Association's Bylaws. Unless otherwise stated in the billing, all such items are due within thirty days after billing by the Association. Annual dues, charges, and special assessments, together with interest thereon, costs, and reasonable attorney's fees for collection thereof, shall be a continuing lien upon the Lot against which such assessments are made and shall also be a personal obligation of the Owner of such Lot. Mr. William C Myrick, the son of the original developer of Woodrock, in consideration for his and his family's many valuable contributions to Woodrock, shall have four (4) votes (in addition to any votes for lots he owns) for so long as he personally owns at least one lot in Woodrock.
17. Annual dues shall be used for the benefit of the community. Annual dues may be increased in any year by no more than ten percent (10%) from the previous year unless there is an affirmative vote for such greater increase per the procedures provided in Covenants 28/29.
18. In addition to Annual Dues, the Association may levy a Special Assessment for the purpose of defraying in whole or in part any specific improvements or other projects deemed to benefit the community as a whole, providing that such Special Assessment must be approved by an affirmative vote per the procedures provided in Covenants 28/29.
19. The liens and/or assessments provided for herein shall be subordinate to the lien held by a First Mortgagee. An Owner may create junior mortgages against any Lot on the condition that such junior mortgages shall always be subordinate to the liens related to the dues and assessments provided for herein. The sale or transfer of any Lot pursuant to a foreclosure proceeding or any proceeding in lieu thereof shall extinguish the lien against the lot for such dues or assessments which became due prior to such sale or

transfer. However, the Lot Owner shall remain liable for such prior items and the removal of liens as a result of a foreclosure sale does not relieve a Lot Owner from any dues, assessments or other payments owed to the Association that come due after the subject foreclosure sale.

20. No new structure or improvement/alteration to the exterior of an existing structure may be started without approval from the Board of Directors. The Board of Directors may be advised by an Architectural Review Committee (the "ARC") appointed by the Board. The Board/ARC will be primarily concerned with the exterior of the structure, including square footage, footprint, the location of the new buildings relative to property lines/roadways, and with the appearance of the exterior of the structure, including colors and materials used on the outside of the building and the roof color. Interior finishes and other interior details are specifically excluded from consideration. There is no requirement for a complete set of blue prints to be submitted by the Owner. Structures shall comply with all current Local, State, and Federal laws as well as with the Association's By-Laws and Covenants. The Board/ARC shall work in good faith with any Owner regarding the information needed to process the request. The Board/ARC shall review such requests expeditiously, within thirty days (30 days), and make its decision known to the Owner in a timely manner. Considerations for the Board's decision may include:

- a. The suitability of materials to be utilized.
- b. The effect of any proposed improvement on the view of other properties in Woodrock.
- c. Any governmental building codes and/or zoning requirements applicable to the site and improvements thereon.
- d. The nature of adjacent and neighboring improvements.
- e. Any guidelines established in the By-Laws or by the Board/ARC.

21. Should an Owner fail to maintain the exterior of any structure in good repair, the Board may, at its option, after:

- a. Attempting to consult with the Owner, and
- b. After giving the Owner three (3) months' written notice:

Make such repairs in any reasonable and workmanlike manner. The cost of such maintenance referred to in this paragraph shall be assessed and become a lien against the Lot upon which such maintenance is done and shall be added to the annual dues charge to which such Lot is subject. For the purpose solely of performing the maintenance referred to this paragraph, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice (not less than seven (7) days) to the Owner, to enter upon any Lot or exterior of any structure thereon at reasonable hours on any day. An Owner receiving such notice may arrange for repairs to the satisfaction of the Board to forestall involuntary repair action.

22. These Covenants are to run with the land and shall be binding on all parties and on all persons claiming under them. These Covenants may be amended by an affirmative

vote per the procedures provided in Covenants 28/29. Such amendments shall become valid upon recording.

23. Any Owner, group of Owners, or the Association shall have the power to enforce these covenants by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant(s), either to restrain violation or to recover damages.

24. Additional lands may be annexed to the Property if they are:

- a. Offered to and accepted by the Board of Directors and
- b. Approved by the Members per Covenants 28/29.

25. The Board of Directors and its advisors are sometimes required to make and implement difficult decisions. Neither the Board of Directors nor any of its members, advisors or committee members shall be liable for damages related to their decisions and/or actions providing such decisions and/or actions were made in good faith and in the course of fair dealings while working within the scope and authority of the By-Laws and Covenants. This protection shall not extend to any willful or intentional misconduct.

26. Recreational fires are permitted only in a structured fire pit that has a spark-arresting device, or in a non-sparking fueled outdoor fireplace, such as one using propane or natural gas, or as authorized or limited by the Board. Teller County fire bans will be observed at all times.

27. Vehicles exceeding 10,000 lbs GVW, and Tractor trailers may be stored within the subdivision so long as:

- a. Their size and appearance do not create a nuisance or hazard.
- b. They do not unreasonably alter the appearance of the neighborhood.
- c. They do not block the view of existing houses.
- d. Equipment used to maintain the subdivision's roads is exempted and may be stored on lot #17.
- e. Equipment used for excavation or construction purposes may be stored on a lot while being used to construct, repair or remodel a home.

28. Any proposed Association action, such as proposed changes to these Covenants or to the Association By-Laws, or any other proposed matter that the Board wishes to or is required to put before the Association for affirmation by vote of the Members, shall be sent to all Members in writing, posted on the Association's web page, and posted in a conspicuous place designated by the Board. The proposal will describe the matter(s) to be put to a vote (in an appropriate ballot format marked either "approve/disapprove", "yes/no" or "for/against" for choices) and will be sent not less than thirty (30) days nor more than sixty (60) days in advance of a published deadline when voting ends and the votes are counted. Votes may be via written ballot, or submitted electronically, or in any other recorded fashion deemed appropriate by the Board and shall be by secret ballot to the extent possible. For changes to the Covenants or By-Laws, or for any other matter deemed appropriate by the Board, an informational meeting at which members may speak regarding the proposed changes will be scheduled at least seven (7) days prior to

the voting deadline but no more than thirty days (30) prior to the voting deadline. The results of the vote(s) will be published to the Members no later than the day following the voting deadline. Members are not required to be present for their votes to be counted. For any of these proposed changes, at least sixty-six percent (66%) of the Total Allowable Votes (defined as all possible votes less all votes not eligible due to non-payment of dues or special assessments) shall constitute a quorum and more than fifty percent (50%) of those votes in favor of a amendment are required for an affirmative result.

29. If the required quorum is not met, a subsequent voting deadline may be set by the Board subject to the same notice requirement above, and the required quorum for the subsequent vote shall be reduced to fifty-one percent (51%) of the Total Allowable Votes of all members, with more than fifty per cent (50%) of those votes in favor required for an affirmative result. No such subsequent voting shall be held more than sixty (60) days following the preceding vote. Voting will be performed by secret ballot regardless of the method of voting, with the Board specifying the procedure.

30. Upon the sale of property within Woodrock it is the Sellers responsibility to notify the Board of the sale and provide contact information for the new owners.

By signature below, the undersigned certifies these Amended and Restated Declaration of Protective Covenants received the approval in writing by the majority of the voting Members per the requirements of the Covenants, after at least two weeks' notice in writing to each Member of the WPOA and via the WPOA's website, setting forth the proposed amendment, alteration, or change.

THE WOODROCK PROPERTY OWNERS' ASSOCIATION, INC., a Colorado non-profit corporation. (Current elected Board Members)

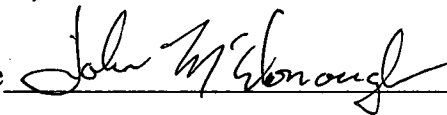
President: Kenneth Weihe

Signature



Vice President: John McDonough

Signature



Treasurer: Dale Petersen

Signature



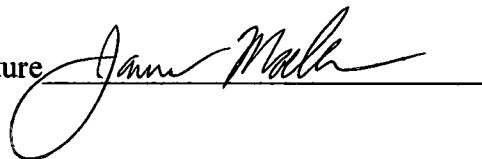
Secretary: Harry Carnarvon

Signature



Director at Large: James Moeller

Signature



ADDENDUM TO PROTECTIVE COVENANTS

FOR WOODROCK FILING NO. 1

A SUBDIVISION KNOWN AS Woodrock Filing No. 1 in Teller County, Colorado,

WHEREAS, in an addendum to the Protective Covenants filed on June 4, 1973, and identified by recording No. 222320, Drawer 10, Card 545, an easement and right-of-way was reserved across Lots 59 and 60, and

WHEREAS, no right-of-way or easement is necessary across those lots, and

WHEREAS, it is the desire of the developer to remove said restriction from said lots,

NOW, THEREFORE, the following amendments and addendums to the protective covenants for Woodrock Filing 1 are hereby made:

1. The previously recorded sixty (60) foot public easement and right-of-way which ownership is reserved to the developer, across Lots numbered 59 and 60, a distance of thirty (30) feet removed from each lot, is hereby deleted from said protective covenants and said right-of-way is hereby vacated.

2. Further, the declaration of protective covenants for Woodrock Filing No. 1, recorded on December 19, 1972 and identified as Reception No. 219572, found in Drawer 8, Card 1829A, and particularly paragraph (6) thereof, is hereby amended by adding the following sentence:

The restriction against fencing in the ten (10) foot easement and right-of-way between each lot or building site, applies only to lots or building sites which are in "separate ownership" as opposed to ownership in one person. If any lot or building site after being sold by the developer is owned by the same party who owns an adjoining site, said party shall have the right to fence in the ten (10) foot easement and right-of-way.

ATLAS REALTY & INVESTMENT CO.

By _____
William E. Myrick, President

SEAL of Atlas Realty & Investment Co, Colorado

Robert O. Newton, Secretary

222320

DRAWER: 10 CARD 345

ADDENDUM TO THE PROTECTIVE COVENANTS
For Woodrock Filing No. 1

A subdivision known as Woodrock Filing No. 1 in
Teller County, Colorado,

WHEREAS, Atlas Realty & Investment Co., a
Colorado corporation, is the developer of the above-
described real property, it is its desire to maintain said
real property as a first-class residential area, and does
hereby for itself, its successors, grantees, or assigns,
impose and establish the following easements and restric-
tions reserved on the following lots:

1. Lot No. 58 -- a 60 foot easement along the
northerly most boundary adjacent to the roadway, and a
30 foot easement along the easterly boundary for roadway
purposes. Lot No. 57 -- a 30 foot easement along the
westerly boundary of said Lot No. 57 for right of way
and roadway purposes.

2. Lots No. 59 and 60 -- a 60 foot public
easement and right of way of which ownership is reserved
to the developer, along the east-west boundary line of
said Lots No. 59 and 60, a distance of 30 feet removed
from each lot.

3. Lots No. 91 and 92 are subject to all right,
title and interest of the Winner Gold Mining Company, which
is Gold Bond Claim No. 5 and carries Registered Patent No.
339879 dated June 7, 1913, and registered December 23, 1921,
in Book 186, Page 150, File No. 106086, Teller County,
Colorado. This claim exception, exemption and reservation
to the title of said property affects approximately 150 feet
along the total east boundary of each of said lots.

ATLAS REALTY & INVESTMENT CO.

By W. E. Mynick
William E. Mynick, President

ATTEST:

Robert U. Newton
Robert U. Newton, Secretary