

Proposed Changes to the Covenants

Residents of Woodmen Hills Filing 8 and a Portion of 9

Specific Proposed Changes to the Covenants:

Article II. Definitions – the following section shall be added.

- “Neighbor” shall be defined as Property bounded by this Declaration; with whom you share a property line; or if your property lines were to extend to the center line of a street you would share a property line. Each Property will be allowed One Vote.

Article VII. Miscellaneous – the following sections shall be added.

- A Variance to articles contained in Covenants may be granted if a Property Owner receives written permission from a simple majority of their Neighbors for said Variance. Variance to allow for items of a permanent structure must be Recorded by the Owner with the County and may not be rescinded.
- A Variance for a non-permanent structure or item may be rescinded by a simple majority of the Property Owners Neighbors and must follow notice of at least 30 days, with 30 days minimum to correct the issue before self-help litigation can begin.
- Legal recourse may be pursued by a Property Owners Neighbor(s) if: (a) real damage to the Neighbor can be established. (b) A simple majority of the Property Owners Neighbors have given written permission or enjoined the legal action.
- Collection of fees for Covenant Enforcement, or any other ‘service’ provided for, or mentioned in these covenants is invalid without a modification by the Property Owners to these Covenants for that purpose.
- These modifications to the Declaration shall supersede all known prior duly Recorded articles (El Paso County Clerk #s 200136133 and 203034235). Any ambiguity construed or inferred will defer to these articles.

The past Proxy Effort was worded to remove the Covenants Authority in this community. Nobody really wanted to remove the power authorized by the Covenants in this community. At the time this process started, we could think of no other way to stop the belligerence of the Covenant Board until new Covenants could be written, and most felt no Covenants were better than what we are getting from the Covenant Board. The current fiscal challenges faced by the County brought to the fore that we could not necessarily count on them (like we were) to be able to handle things in our community. After some research and brain storming the specific wording concept came together to allow us to keep the power to deal with problem situations, yet return common sense to the application of the Covenants in this Community.

December 16, 6:30pm to 9:00pm Woodmen Hills Elem School – Open meeting to discuss the process, answer questions, and help other filings with their process. Our attorney will be present to help.

Community and Neighbor: I have used those words specifically to bring to the fore that we are a group of people that LIVE together. We should be there to help and support each other, look out for our friends and neighbors, return to the life style some of our parents and we enjoyed growing up. We should be able to talk together and resolve issues as Neighbors and friends.

Legal Documents available at whmd.warneent.com – Email whmd@warneent.com
Questions, arrange pick up of the Proxy, call 719-494-0834

Current Covenant Board Activity: Many thought the problem would ‘go away’ with the loss of the law suits by the Covenant Board and Metro District. As you can see by the letter sent from the Covenant Board in September, and the new nasty letters going out now, that did not happen. Instead, it appears they have taken to using a loop hole to allow a minority of people to enforce their will upon the majority. As of this date, according to El Paso County records, three of your “Neighbor’s” have entered into agreements with the Covenant Board:

Name	Address	Instrument
Jerry & Betty Medford	7836 TOMPKINS RD	209064049
Mark & Phyllis Zinn	8428 BOHLEEN RD	209074467
Eugene & Jodi Cozzolino	7659 BULLET RD	209074469

These three households are now imposing their will upon the full 185 residents of this filing instead of allowing a vote that was promised by the builder before this activity would commence. Based on the past and present ‘actions’ of the Covenant Board, they will continue to use their heavy handed tactics and suing your neighbors. Some think this makes our community a ‘nicer place to live’. However, I and by over an 11 to 1 ratio, most of the other “Neighbor’s” think this makes it a difficult place to live and reduces our property values.

The Covenant Board and the Metro Board have on numerous occasions stated they are separate ‘entities’ and have nothing to do with each other. I would offer that according to legal documents, the Covenant Board was appointed by the Metro Board. The Covenant Board answers to no one right now, but they should answer to the Metro Board (there are no elections and they appoint themselves). The Metro Board pays all of the Covenant Board’s expenses (since they generate no revenue themselves), and as posted on many boards and according to financial statements. Since these entities are essentially one in the same, you may wish to reflect on the Legal Statue CRS 32-1-1004(8)(b):

*The board of a metropolitan district shall have the power to furnish covenant enforcement and design review services pursuant to this subsection (8) only if the **revenues** used to furnish such services are derived from the area in which the service is furnished.*

Since the June Metro District meeting, where the Metro Board voted to stop collecting the Covenant Enforcement Fee, it appears to me that the Covenant Board should have ceased to exist at that point.

These issues will continue until we, as a community, seize control away from a minority and place it with those we live with on a daily basis. We are very close to making this real; PLEASE VOTE by returning your Proxy Letter.

The Proxy Letter – this does not infringe on your right to represent yourself, it merely makes it easier to file paperwork with the county for amending the Covenants. We also want to present EVERY PROPERTY OWNER the ability to have their voice heard and counted – EITHER WAY.

- We have included updated Proxy Letters. If you have one on file it is noted and will be used unless you submit a modification to that letter in writing.
- If you wish to change or revalidate your Proxy sign the enclosed copy and return it please.
- “It is also conditioned that this PROXY is revocable by written notice to either or both Charles Warne or Tracy Ring prior to their execution with the El Paso County Clerk and Recorder for said changes to Covenants.”
- We don’t have a deadline – based on the ‘activity’ of the Covenant Board and the current round of threat letters being sent, your neighbors would like to have your vote as soon as possible.
- We (the Property owners) the Declarant to our own Covenants. We have the right to make changes

PLEASE VOTE BY RETURNING YOUR PROXY IF YOU HAVE NOT DONE SO