

AMENDED DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS..

THIS DECLARATION, made this 31st day of March, 1976, by
WOODSIDE LTD., a Colorado corporation, hereinafter referred to as
"Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real property
situate in the Counties of Park and Jefferson, State of Colorado,
which real property is legally platted, subdivided and described as
follows:

Woodside Park, Unit 2, Unit 3 and Unit 4

AND WHEREAS, Declarant desires to amend that certain Declaration
of Covenants, Conditions, and Restrictions, executed December 19,
1975 and recorded in Book 2804 beginning at Page 140 of the records
of the County Clerk and Recorder of the County of Jefferson, State
of Colorado and also recorded in Book 249 beginning at Page 384
of the records of the County Clerk and Recorder of the County
of Park, State of Colorado, by amending said prior Declaration of
Covenants, Conditions and Restrictions in its entirety as to the
real property described above.

NOW THEREFORE, Declarant hereby declares that all of the real
property described above shall be held, sold and conveyed subject
to the following easements restrictions, covenants, and conditions.
Said easements restrictions, covenants, and conditions are for
the purpose of protecting the value and desirability of the above-
described real property and shall run with the land and be binding
hereafter on all parties having any right, title or interest in
and to easements, restrictions, covenants, and conditions shall
inure to the benefit of each Owner as hereafter described.

ARTICLE I

DEFINITIONS

Section 1. "Committee" shall be defined as Woodside Park
Architectural Control Committee, its successors and assigns.

Section 2. "Owner" shall be defined as the record owner,
whether one or more persons or entities, of a fee simple estate in
any Lot which is a part of Properties.

Section 3. "Properties" shall be defined as that certain real
property hereinbefore described.

Section 4. "Lot" shall be defined as the parcels of land
shown upon the recorded subdivision plat of the Properties.

Section 5. "Declarant" shall be defined as Woodside Ltd., its
successors and assigns.

ARTICLE II

LAND USE AND BUILDING TYPES

Section 1. LOTS AND DWELLINGS:

All Lots shall be known and described as residential
Lots and shall be used only for residential purposes, except that
one or more Lots may be used for the erection of a country club,
community center, equestrian center, or other similar establishments

for the benefit of all Owners of the Lots. Except as herein provided, no building shall be erected, altered, placed or permitted to remain on any Lot except for one detached single-family dwelling and private garage per Lot and multiple family dwellings provided that the number of Lots equal to the number of family units in a multiple dwelling is included in the legal description by which said multiple dwelling is thereafter known and described, and provided further that the additional Lots so included shall remain as open space for the use and benefit of the Owner of the multiple family dwelling. Only new dwelling construction shall be permitted in this subdivision and no older buildings shall be moved onto any Lot. Guest houses are permitted to be constructed by written permission obtained from the Committee.

Section 2. DWELLING SIZE:

The ground floor area of any main dwelling structure shall contain not less than 1200 square feet of finished living area for a one story dwelling exclusive of garages and not less than 800 square feet of finished living area for a multiple story dwelling exclusive of garages. Any multiple story dwelling shall have at least 1400 square feet of finished living area.

Section 3. BUILDING LOCATION:

No building shall be located on any Lot nearer than 50 feet to any road right of way or nearer than 50 feet to any side or rear Lot line.

Section 4. BUILDING DESIGN AND COMPLETION:

Exterior design and location of all buildings must be approved in writing by the Committee before construction is commenced, and all applicable building codes, permits and County approvals must be obtained prior thereto. Exteriors of buildings must be completed within 6 months from start of construction. No dwellings shall be occupied unless and until a Certificate of Occupancy has been obtained from the applicable County.

Section 5. TEMPORARY STRUCTURES:

No structure of a temporary character nor any trailer, mobil home, basement, tent, shack garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 6. ANIMALS:

In keeping with the open and rustic nature of the area, all commonly recognized and accepted domestic household pets, including horses, may be kept as pets. Commonly recognized and accepted farm animals including poultry, may also be kept as pets upon the approval of the Committee provided that such animals are not kept or maintained for any commercial purpose. No more than four horses per Lot will be allowed to be kept by any Owner.

The Committee may require any Owner to remove any animals if, in the opinion of the Committee, the animals constitute an annoyance to the Owners of neighboring Lots.

All farm animals kept shall be maintained within an enclosed area, not to exceed 25% of the Lot size, which shall be kept clean, sanitary and reasonably free of refuse, insects and waste. Any grazing outside such enclosed area shall be kept at a minimum so as to ensure adequate natural grass cover to avoid erosion.

Section 7. FENCES AND OUTBUILDINGS:

Prior to any construction, the designated erection of all fences and outbuildings, such as barns must be approved in writing by the Committee. No fences of which any part is what is commonly known as barbed wire shall be approved. Any livestock fence must be set back at least 100 feet from the front Lot line of any Lot.

Section 8. NUISANCES:

No noxious or offensive activity shall be carried on upon any Lot, either as a hobby or business, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.



Section 5. AUTOMOBILES:

No inoperative automobiles or other vehicles or machinery without a valid license shall be placed upon any Lot for longer than 10 days unless stored in a garage or carport.

ARTICLE III

EASEMENTS

Section 1. EASEMENTS:

There are hereby reserved for the purpose of installing and maintaining public, quasi-public and/or private utilities, certain easements, which easements are reserved as described on the recorded plat of this subdivision. No encroachments shall be made upon any of such easements. The building of fences, buildings, garages, and similar structures, and the planting of shrubbery, trees, and other plants, shall not interfere with the full and unrestricted use of such easements.

Declarant reserves the right to assign any and all easements presently existing or hereinafter granted for the installation and maintenance of utilities or for any other use should the same appear to be necessary for the benefit of any Lot. In such event, any walls, fences, paving, planting or other improvement placed thereon by the Owner of the Lot upon which the easement lies shall be removed as required by Declarant or its assigns and at the expense of the Owner of any such Lot.

Said easements may be usable as equestrian and pedestrian trails and such use therefro shall be placed under the control of the Committee. Said Committee shall be responsible for implementing such use and for promulgating such rules and regulations as may be deemed appropriate.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and site plan showing the location of the structure have been approved by the Committee as to quality of workmanship and material used and as to proposed location with respect to topography and finished grade elevation. No approval shall be required for interior alterations.

The approval of the Committee shall not be unreasonably withheld and the Committee shall act upon all such requests of the Owners whether by way of approval or disapproval, within thirty (30) calender days of the Owner's submission to the Committee of the required plans and specifications. In the event of disapproval by the Committee, the Committee shall specify its reasons for disapproval and indicate the action necessary to bring the plans and specifications into conformity so that the necessary approval may be obtained.

Section 2. ARCHITECTURAL CONTROL COMMITTEE:

There is hereby created the Woodside Park Architectural Control Committee for the purpose of maintaining within the Properties a style and nature lf building design which is homogeneous with and complementary to the environmental setting of the subdivision.

Section 3. MEMBERSHIP:

The Committee shall initially be composed of the Declarant or its agent and the same shall serve until successors are elected and/or appointed. The Declarant will relinquish responsibility of the Committee to a five-member Committee made up of Owners at such time as Declarant may decide.

It shall remaing the prerogative and within the jurisdiction of the Committee to reveiw applications and grant approval for any amendments to this Declaration. Amendments to this Declaration may be made only when such amencments do not in any way detract

from the purposes of this Declaration as set out above.

ARTICLE V

GENERAL PROVISIONS

Section 1. AMENDMENT OF COVENANTS:

These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming thereunder for a period of twenty (20) years from the date hereof, after which time said covenants, conditions, and restrictions shall be automatically extended for a successive period of twenty (20) years unless an instrument subscribed to by sixty (60) per cent in number of the then Owners of the Lots evidencing agreement to the change of said covenants, conditions and restrictions in whole or in part has been placed or record.

Section 2. ENFORCEMENT:

Enforcement of these covenants, conditions and restrictions by the Committee or any Owner, shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain such violation or attempted violation or to recover damages. Failure by the Committee or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. SEVERABILITY:

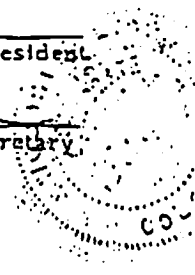
Invalidation of any one of the within covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has on the day and year first above written executed this DECLARATION.

WOODSIDE LTD.

By: [Signature] President

Attest: [Signature] Secretary



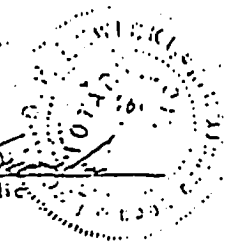
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 5th day of March, 1976, by J. L. [Signature] and E. [Signature] known to me to be the President and Secretary respectively, of Woodside Ltd.

Witness my hand and official seal.

My commission expires: November 16, 1977

[Signature]
Notary Public



COPIES

ACCEPTED AND APPROVED

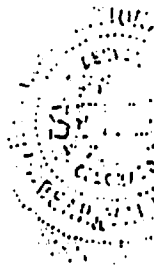
Harold J. Richter
Harold J. Richter

ENGLAND AND COMPANY, INC.

By William G. England
William G. England, President

Grace T. Richter
Grace T. Richter

William G. England Sr.
William G. England, Sr.



FIRST NATIONAL BANK OF BEAR
DAWLEY

By J. C. Everett

Ruth J. England
Ruth J. England

BORG-WARNER EQUITIES CORPORATION

By J. G. Quinert
J. G. Quinert, Vice President

Daniel L. England
Daniel L. England

Lester W. Hagen
Lester W. Hagen

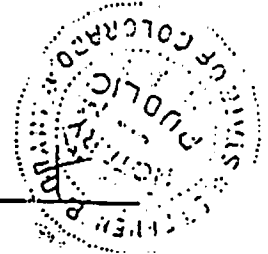
STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

I, a notary public, hereby certify that the above and foregoing Amended Declarations Of Covenants, Conditions And Restrictions were acknowledged before me by Harold J. Richter, this 21st day of March, 1976.

Witness my hand and official seal.

My commission expires Sept 6, 1977

Stephen P. ...
Notary Public



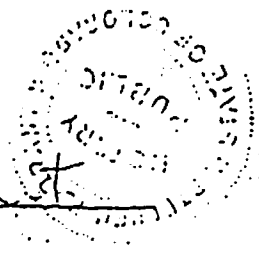
STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

I, a notary public, hereby certify that the above and foregoing Amended Declarations Of Covenants, Conditions And Restrictions were acknowledged before me by Grace T. Richter, this 31st day of March, 1976.

Witness my hand and official seal.

My commission expires Sept 6, 1977

Stephen P. ...
Notary Public



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**RESOLUTION OF THE ARCHITECTURAL CONTROL COMMITTEE
OF WOODSIDE PARK, UNITS 2, 3, AND 4**

Resolution ~~0409-1~~ 2/04/09-1 *DAB*
WVE
KXE
JK

WHEREAS, the homeowners voted to amend the Covenants, Conditions, and Restrictions of Woodside Park Units 2, 3, and 4 so that the Covenants, Conditions, and Restrictions of Woodside Park Units 2, 3, and 4 run in perpetuity.

WHEREAS, the Architectural Control Committee wishes to ratify the vote of the homeowners who approved the amendment to the Covenants, Conditions, and Restrictions of Woodside Park Units 2, 3, and 4 .

NOW, THEREFORE, be it resolved by the Architectural Control Committee of Woodside Park, Units 2, 3, and 4;

Section 1. Article V: Section 1. Amendment of Covenants, shall be replaced in its entirety to read:

Article V: Section 1. Duration of Covenants:
These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming thereunder in perpetuity.

Section 2. That the amendment submitted, is hereby approved and adopted as an amendment to the Covenants, Conditions, and Restrictions of Woodside Park Units 2, 3, and 4;

Section 3. That the amendment hereby approved and adopted shall be signed by the members of the Architectural Control Committee and made a part of the public records of the District.

Dated as of this 7th day of February, 2009.

Respectfully submitted and approved:

Robert Banks

David Brutout

Kenneth Everidge

William Plume

Justin Stewart

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WOODSIDE PARK UNITS 2, 3, AND 4

This Second Amendment to the Declaration of Covenants, Conditions, and Restrictions ("Covenants") of Woodside Park, Units 2, 3, and 4 ("Woodside") is made effective as of this 23rd day of February, 2009, by the undersigned, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Article V § 1 allows for the homeowners to amend the COVENANTS, and

WHEREAS, notice was given to all homeowners of the proposed amendment to the COVENANTS, and

WHEREAS, a vote of the homeowners was taken, and

WHEREAS, more than sixty percent (60%) of the homeowners voted to approve the amendment (Exhibit A), and

WHEREAS, a majority of the Architectural Control Committee of Woodside voted to ratify the amendment, and

NOW THEREFORE, based on the foregoing;

Article V: Section 1. Amendment of Covenants, shall be replaced in its entirety to read:

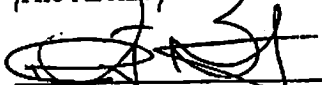
Article V: Section 1. Duration of Covenants:

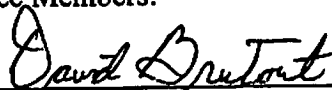
These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming thereunder in perpetuity.

In all other regards the COVENANTS remain in full force and effect.

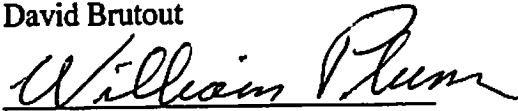
IN WITNESS WHEREOF, the undersigned have on the day and year first above written executed this Declaration.


The Architectural Control Committee by its Committee Members:


Robert Banks


David Brutout


Kenneth Everidge


William Plume


Justin Stewart

**RESOLUTION OF THE ARCHITECTURAL CONTROL COMMITTEE
OF WOODSIDE PARK, UNITS 2, 3, AND 4**

Resolution ~~04/09-2~~

2/04/09-2 WPA KRE
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WHEREAS, the Architectural Control Committee of Woodside Park, Units 2, 3, and 4 wishes to amend the covenants, and

WHEREAS, proposed amendments were presented at a public meeting of Architectural Control Committee, and

WHEREAS, the Architectural Control Committee believes these amendments promote home values and a quality subdivision, and

NOW, THEREFORE, be it resolved by the Architectural Control Committee of Woodside Park, Units 2, 3, and 4;

Section 1. Article II, shall be amended to include the addition of § 10, which shall read:

Hunting and all other similar and associated activities, including discharging firearms, are prohibited within the subdivision.

Section 2. Article IV § 3, shall be replaced in its entirety to read:

Section 3. HOME OWNERS ASSOCIATION

It shall remain the prerogative of the home and lot owners of Woodside Park, Units 2, 3, and 4, to establish and operate a Homeowners Association ("HOA"), which has occurred. The HOA as it currently exists, functions in accordance with governing bylaws as adopted by its membership and under Colorado law. In addition, the HOA Board of Directors and the Architectural Control Committee will work in mutually supportive roles to protect the value and desirability of the real property contained within the geographical boundaries of the development

Section 3. Article V shall be amended to include the addition of § 4, which shall read:

Section 4. SEVERABILITY:

Invalidation of any one of the Covenants, Conditions, or Restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

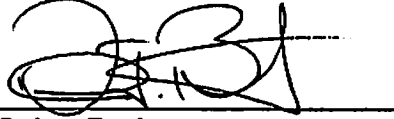
Section 4. That the amendments were submitted, hereby are approved and adopted as amendments to the Covenants, Conditions, and Restrictions;

Section 5. That the amendments hereby approved and adopted shall be signed by the members of the Architectural Control Committee and made a part of the public records of the District.

Section 6. That in all other regards the Covenants, Conditions, and Restrictions of Woodside Park Units 2, 3, and 4 shall remain in full force and effect.

Dated as of this 4th day of February, 2009.

Respectfully submitted and approved:



Robert Banks



David Brutout



Kenneth Everidge



William Plume



Justin Stewart

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WOODSIDE PARK UNITS 2, 3, AND 4

This Third Amendment to the Declaration of Covenants, Conditions, and Restrictions ("Covenants") of Woodside Park, Units 2, 3, and 4 ("Woodside") is made effective as of this day of February, 2009, by the undersigned, hereinafter referred to as "Declarant."

Whereas the Declarant, the Architectural Control Committee of Woodside, in accordance with ARTICLE IV § 3 of the COVENANTS wishes to amend these COVENANTS and as witnessed by a majority vote of the Architectural Control Committee have in fact agreed to amend these COVENANTS as follows:

A. Article II, shall be amended to include the addition of § 10, which shall read:

Hunting and all other similar and associated activities, including discharging firearms, are prohibited within the subdivision.

B. Article V § 3, shall be replaced in its entirety to read:

Section 3. HOMEOWNERS ASSOCIATION

It shall remain the prerogative of the home and lot owners of Woodside Park, Units 2, 3, and 4, to establish and operate a Homeowners Association ("HOA"), which has occurred. The HOA as it currently exists, functions in accordance with governing bylaws as adopted by its membership and under Colorado law. In addition, the HOA Board of Directors and the Architectural Control Committee will work in mutually supportive roles to protect the value and desirability of the real property contained within the geographical boundaries of the development

C. Article V shall be amended to include the addition of § 4, which shall read:

Section 4. SEVERABILITY:

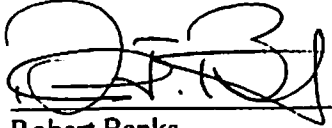
Invalidation of any one of the Covenants, Conditions, or Restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

In all other regards the COVENANTS shall remain in full force and effect.

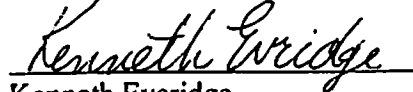
IN WITNESS WHEREOF, the undersigned have on the day and year first above written executed this Declaration.



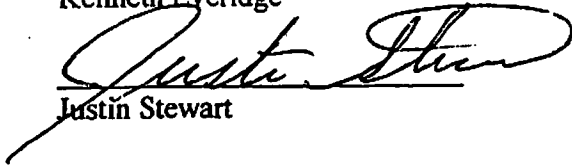
The Architectural Control Committee by its Committee Members:



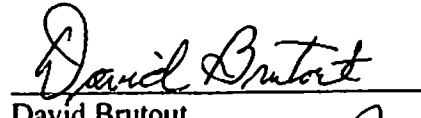
Robert Banks



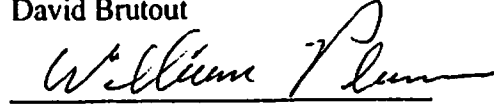
Kenneth Everidge



Justin Stewart



David Brutout



William Plume



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Debra A Green
Park County Clerk

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF WOODSIDE PARK UNITS 2, 3 AND 4**

This Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions ("Covenants") of Woodside Park, Units 2, 3 and 4 ("Woodside") is made effective as of this 20th day of January, 2012, by the undersigned, hereinafter referred to as "Declarant."

Whereas the Declarant, the Architectural Control Committee of Woodside, in accordance with ARTICLE IV Section 3 of the COVENANTS wishes to amend these COVENANTS and as witnessed by a majority vote of the architectural Control Committee have in fact agreed to amend these COVENANTS as follows:

Under WITNESSETH the third paragraph shall be replaced in its entirety to read:

NOW THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following easements restrictions, covenants and conditions in addition to the provisions as set forth in applicable County Land Use Regulations (LURs). Where a conflict exists between the requirements of these easements restrictions, covenants and conditions and the requirements of a LUR(s), the more restrictive of the two takes precedence. Said easements restrictions, covenants and conditions, as complemented by the architectural regulations, are for the purpose of protecting the value and desirability of the above described real property and shall run with the land and be binding hereafter on all parties having any right, title or interest in and to said real property or any part thereof, their heirs, successors and assigns. Said easements, restrictions, covenants and conditions shall inure to the benefit of each Owner as hereafter described.



Section 1. Article II LOTS AND DWELLINGS, the first sentence shall be changed to read:

All Lots shall be zoned in accordance with applicable County practices and shall be used only for purposes allowed under the zoning classification set down, except that one or more Lots may be used for the erection of a country club, equestrian center, or other similar establishment for the benefit of all Owners of the Lots. Exception: As title to the existing equestrian center is held by the Woodside Park Units 2, 3 and 4 Home Owners Association (HOA) and HOA funds are used for the operation and maintenance of that facility, only dues paying members of the HOA, and their accompanied guests, shall be permitted full access to and use of the premises.

Section 6. Article II ANIMALS, the first paragraph shall be replaced in its entirety to read:

The keeping of any and all animals shall be in accordance with applicable County LURs except that under no circumstance shall more than 4 equine animals be allowed to be kept on any one Lot.

Section 6. Article II ANIMALS, the second paragraph is deleted in its entirety.

Section 6. Article II ANIMALS, the third paragraph shall become the second paragraph and be rewritten to read:

Any corral area constructed to maintain authorized animals shall not exceed, in area, 25% of the Lot size. All corrals, stalls and barns shall be located at least 50 feet from any dwelling and at least 100 feet from any watercourse or water well. All corrals, stalls and barns shall be routinely cleared of organic waste which shall be removed from the Lot. Runoff containing organic waste shall not be allowed to drain onto adjacent Lots or any watercourse. Any grazing outside such enclosed area shall be kept to a minimum so as to ensure adequate natural grass cover to avoid erosion.



Section 10. Article II (added by the Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of Woodside Park Units 2, 3, and 4 dated the 4th Day of February, 2009) shall be changed to read:

Hunting is prohibited within the subdivision.

Section 1. Article IV ARCHITECTURAL CONTROL, the first paragraph shall be rewritten to read:

No building shall be erected, placed or altered on any Lot until the construction plans, specifications and site plan showing the location of the structure have been approved by the Committee. Committee approval shall not be required for interior alterations. Approval by the Committee is notice that the submitted plans do meet covenant requirements. However, it remains the responsibility of the plan submitter to obtain any and all required County building permits and to abide by any and all applicable County building codes.

Section 2. Article V ENFORCEMENT, a new first sentence shall be added to read:

Where applicable, enforcement of these covenants, conditions and restrictions will be in accordance with County LUR provisions.

Section 2. Article V ENFORCEMENT, the beginning of the now second sentence (formally the first sentence) shall be added to read:

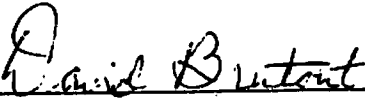
In the event County LUR provisions are not applicable or specified, enforcement...

In all other regards the COVENANTS shall remain in full force and effect.



IN WITNESS WHEREOF, the undersigned have on the day and year first above written executed this Declaration.


The Architectural Control Committee by its Committee Members:



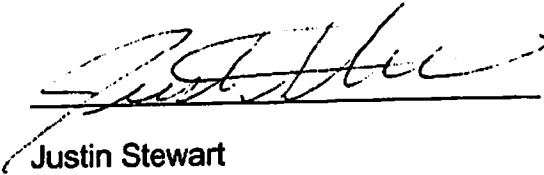
David Brutout



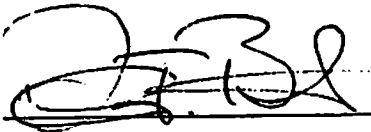
William Plume



Kenneth Evridge



Justin Stewart



Robert Banks