

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 9. 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 thereof 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) calendar 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 of 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 remain the prerogative and within the jurisdiction of the Committee to receive applications and grant approval for any amendments to this Declaration. Amendments to this Declaration may be made only when such amendments do not in any way detract









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

Resolution ~~0409-1~~

2/04/09-1

*Debra A Green*  
*Debra A Green*  
*Debra A Green*

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 7<sup>th</sup> day of February, 2009.

Respectfully submitted and approved:

*Robert Banks*

Robert Banks

*David Brutout*

David Brutout

*Kenneth Everidge*

Kenneth Everidge

*William Plume*

William Plume

*Justin Stewart*

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 February 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:

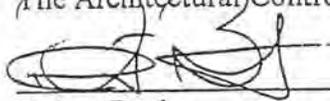
**Article V: Section 1. Duration of Covenants:**

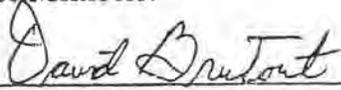
These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming thereunder in perpetuity.

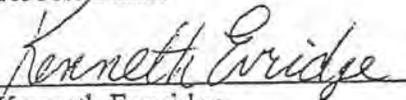
In all other regards the COVENANTS remain in full force and effect.

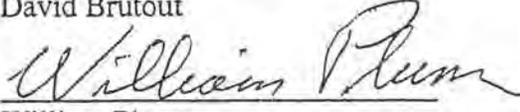
IN WITNESS WHEREOF, the undersigned have on the day and year first above written executed this Declaration.

The Architectural Control Committee by its Committee Members:

  
Robert Banks

  
David Brutout

  
Kenneth Everidge

  
William Plume

  
Justin Stewart