

ARCHITECTURAL REGULATIONS

WOODSIDE PARK

Units 2, 3 and 4

I. PREAMBLE

Woodside is a community where dwellings of various styles and designs come together in harmony complementing the surrounding landscape. Although all proposed building and lot improvement projects must be approved by the Committee, there is no mandatory "style" of architecture in Woodside

These Architectural Regulations are intended as a supplement to the Protective Covenants and to local, state and federal building codes and should be considered in conjunction with the same. They express the intent of the residents to maintain and enhance property values while at the same time preserving the natural beauty of the surroundings.

Because no two lots within Woodside are alike, the Committee reviews all proposed building and/or lot improvement plans in relation to the specific characteristics of the lot upon which the proposed improvements are to be made. What might be considered appropriate for one lot might not be appropriate for another. For this reason, the Protective Covenants, which apply to all lots as the legal restrictions governing all construction within the development, permit the flexibility that is essential when dealing with widely varying topography and individual lot characteristics.

II. DEFINITIONS

1. **Woodside:** "Woodside" shall mean Woodside Park, Units 2, 3 and 4, according to the recorded plat thereof, Jefferson and Park Counties, State of Colorado.
2. **Association:** "Association" shall mean the Woodside Park Homeowners Association, Units 2, 3 and 4.
3. **Declaration:** "Declaration" shall mean that Declaration and all subsequent Amended Declarations of Protective Covenants, Conditions and Restrictions affecting Woodside and recorded by the Association.

The Declaration of Covenants, Conditions and Restrictions executed December 19, 1975, was 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.

4. **Amended Declaration:** "Amended Declaration" shall mean any Amended Declaration of Covenants, Conditions and Restrictions affecting Woodside recorded in Jefferson and Park Counties, State of Colorado.

The Amended Declaration of Covenants, Conditions and Restrictions was recorded June 14, 1976, in Book 2863 beginning at Page 535 of the records of the County Clerk and Recorder of the County of Jefferson, State of Colorado, and was recorded June 28, 1976, in Book 253 beginning at Page 623 of the records of the County Clerk and Recorder of the County of Park, State of Colorado. L

The Amended Declarations cited above were re-recorded on March ii, 2005, with Jefferson County under

Reference Number F 21284159 and on March 10, 2005, with Park county under Reference Number 610866.

The purpose of these re-recordings was to attach the Architectural Regulations to the June, 1976, Protective Covenants filings.

5. **Protective Covenants:** "Protective Covenants" shall mean the Declaration and any Amended Declarations affecting \Woodside recorded in Park and/or Jefferson Counties.
6. **Committee:** "Committee" shall mean the Architectural Control Committee.
7. **Standards:** "Standards" shall mean those restrictions, review procedures and construction regulations adopted and enforced by the Committee as set forth in this document as amended from time to time by the Committee or in accordance with Protective Covenants amending procedures.
8. **Lot:** "Lot" shall mean a platted lot site within \Woodside.
9. **Construction Site:** "Construction Site" shall mean and refer to such portion of Woodside (including, but not limited to, a lot) on which authority is given by the Committee to construct improvements or store materials or equipment.
10. **Owner:** "Owner" shall mean the owner of record of a lot, whether one or more persons or entities. For the purposes herein, the owner may act through such owner's agent, provided that such agent is authorized in writing to act in such capacity.
11. **Dwelling:** "Dwelling" shall mean a residence constructed or proposed to be constructed on a lot in Woodside and any improvements constructed therewith.
12. **Improvements:** "Improvements" shall mean any changes, alterations or additions to a lot or dwelling.
13. **Builder/Contractor:** "Builder/Contractor" shall mean a person or entity engaged by an owner of a lot in Woodside for the purpose of constructing a dwelling, ancillary structure or any other improvement on such owner's lot. The builder/contractor and owner may be the same person or entity.

III. BUILDING REGULATIONS

1. Dwelling Size

The Committee will discourage and has the right to prohibit the construction of any dwelling or other structure which would appear excessive in height when viewed from roads, drives or other lots.

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 multiple story dwelling, exclusive of garages. Any multiple story dwelling shall have at least 1400 square feet of finished living area.

2. **Building Locations**

No building shall be located on any lot nearer than fifty (50) feet to any road or right of way line or nearer than fifty (50) feet to an' side or rear lot line. However, the Committee retains the right to waive these setbacks down to the respective County setbacks should the lot and/or the proposed building site location dictate.

3. **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 Woodside. 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.

In the event Committee approval for an easement encroachment is granted due to compelling or special circumstances, such approval is given on the condition that the encroachment is subject to future removal, at the owner's expense, if the easement in question is again needed for trail and/or utility use.

4. **Building Design and Completion**

Dwellings with an unfinished appearance, finish or design shall not be permitted. The Committee reserves the right to evaluate the design in terms of location, visibility and style to determine whether or not such design is appropriate in Woodside.

Exterior design of all buildings must be approved in writing by the Committee before construction is commenced;

Exteriors of buildings must be completed within six (6) months from the start of construction.

5. **Geologic Hazard Zone**

Portions of certain lots within Woodside, Unit 4 (noted on the recorded plat), are subject to unstable soil conditions, as noted in the 1974 soils report on file with Park County. Grading (cuts) in these areas is prohibited.

6. **Color**

The color of exterior materials will be generally subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors and materials will be permitted. All colors must be approved by the Committee.

7. **Materials**

Exterior surfaces will be of materials that are compatible with the natural landscape.

8. **Roofs**

Approval by the Committee will be based on the visual impact of the roof on the lot or on neighboring lots, dwellings, roads and open spaces. No maximum or minimum pitch is specified.

Wood shakes/shingles are prohibited on all new construction and re-roofing.

9. **Site Drainage and Grading**

Site drainage will be done with a minimum disruption to the lot and shall not drain to adjoining lots, open space or across adjacent roads so as to cause a condition that could lead to erosion.

In situations where grading on a lot is proposed to extend beyond the lot line and onto open space, proper approval and permission must be obtained in writing from the Committee.

In such cases, the owner/builder must promptly restore and landscape the disturbed open space at his/her own expense and as required by the Committee

10. **Driveways and Parking Areas**

Location, grade and size of driveways and parking areas are subject to approval by the Committee, by the appropriate County officials and the Fire Marshall of the Elk Creek Fire Protection District.

Driveways and parking areas must be maintained and any erosion damage must be corrected as it occurs.

11. **Garage Doors**

Visual impact of garage doors will be minimized by such measures as siting of the dwelling, protective overhangs or projections, special door facing materials or design, landscaping or berming.

12. **Foundation Walls**

Foundation walls shall be finished to blend with the general design of the dwelling.

13. **Exterior Mechanical Equipment**

All exterior mechanical equipment shall be either incorporated into the overall form of the dwelling or be permanently enclosed by a material (other than plant material) approved by the Committee. This includes propane tanks, etc.

14. **Landscaping**

The intent of the Committee is to maintain the natural appearance of Woodside. Lawns are acceptable on a limited basis.

In addition, lot owners and their representatives or builders are required to:

- a. minimize disruption of the natural terrain by grading and by controlling vehicular wear and tear;
- b. re-vegetate and restore ground cover for erosion and appearance reasons;

- c. use primarily indigenous species of plant materials;
- d. select man-made elements that blend and are compatible with the land;
- e. when possible, preserve natural drainage paths;
- f. consider and provide for snow storage runoff;

15. **Additional Construction and/or Exterior Changes**

Additional construction, landscaping or other improvements to a dwelling and/or changes before, during or after completion of an already approved plan by the Committee must be resubmitted to the Committee for approval prior to initiating such changes and/or additions.

16. **Building Codes**

Approval by the Committee does not constitute nor imply compliance with building codes and ordinances of the applicable county in which the building is being constructed.

17. **Exterior Lighting**

Exterior lighting must be subdued and is permitted by the Committee for such purposes as illuminating entrances, decks, driveways and parking areas and other purposes approved by the Committee. In all cases, exterior lights are subject to approval of the Committee and should be of a design compatible with the structure and taking neighbors into consideration.

18. **Fences and Outbuildings**

Prior to any construction, erection of all fences and outbuildings, such as barns, must be approved by the Committee.

No fences of which any part is what is commonly known as barbed wire shall be approved.

The Committee reserves the right to evaluate all fence design in terms of location, visibility, safety and style to determine whether or not such design is appropriate.

Accessory structures, including dog runs, are to be subject to approval of the Committee and shall be architecturally compatible with the dwelling.

Fences bordering a roadway shall be constructed of wood, such as, but not necessarily, split rails. Such fences shall also "turn the corner" and extend at least eight feet back from the front lot line.

All corral fences must be set back at least 100 feet from the front right of way line of any lot.

IV PLAN APPROVAL PROCESS

1. Plans and Specifications

Three (3) sets of plans and specifications shall be submitted to the Committee in accordance with the following submittal and review procedures. Two sets will be returned to the owner/builder. One set will be kept in Committee files.

1. All plans shall be of the same sheet size and shall include:

a. Site plan (at no less than 1" = 20') including:

- i. building location
- ii. entry and basement/walkout levels
- iii. driveway
- iv. parking
- v. grading plan
- vi. all easements, setbacks, including existing and proposed topography
- vii. well and septic location
- viii. propane tank location
- ix. fencing

Any owner submitting plans for approval to the Committee shall be responsible for the verification and accuracy of all lot dimensions, grades, location of benchmarks and/or elevations of adjacent roads or drives where lot access is proposed and elevations of key features of the natural terrain. Each owner shall certify to the accuracy thereof before the Committee will undertake its review. Engineering certification of foundations and the securing of a building permit is the responsibility of the owner and/or builder.

b. Roof plan and floor plans (at no less than 1/8" = 1').

c. Indication of all exterior materials and colors.

d. Any ancillary improvements contemplated on the lot must be shown on the preliminary submittal.

The Committee may waive portions of the above noted plan submittals based upon the extent and complexity of the proposed construction.

To assist the Committee, the owner is required to provide accurate staking at the locations of all proposed building corners, lot corners, all easements and setbacks. All stakes must be of three (3) feet minimum height and must be identified.

2. Approval

Approval by the Committee of any plans submitted to it shall be by the official stamp of the Committee and the signatures of at least three (3) members of the Committee on each page of the submitted plan.

There are no provisions for any other type of approval, verbal or written.

The approval of the Committee shall not be unreasonably withheld. The Committee shall act upon all such requests within thirty days. Request approval in less than thirty days, due to unforeseen circumstances, is solely at the discretion of the Committee.

If warranted, the Committee will add clarifying remarks providing the plan submitted with more detailed information and/or instructions.

Approval of plans by the Committee shall not be deemed to constitute compliance with the requirements of any local building, zoning, safety, health or fire codes. It shall be the responsibility of the owner or other person submitting plans to the Committee to assure such compliance. Nor shall approval waive any requirements on the part of the owner or his agent to comply with setbacks, height restrictions or requirements, unless such a waiver or variance is specifically requested at the time of submittal and provided that the waiver or variance may properly be granted by the Committee.

3. When Approval Not Granted

In the event plans are rejected for any reason, the owner/builder may re-submit plans after they have been modified to meet Committee requirements. The approval schedule will then be the same as above.

4. Non-Liability of the Committee

The Committee nor its assigns shall not be liable for damages to anyone submitting plans to it for approval.

Owners or other person. who submits plans to the Committee for approval agrees by submission of such plans and specifications, that they will not bring action or suit against the Committee to recover damages.

5. Variances

A variance may be requested from the Committee for relief from certain provisions of these regulations and the

Protective Covenants under special circumstances when a strict application of these regulations or the Protective

Covenants would cause peculiar and exceptional practical difficulties or undue hardship.

The Committee reserves the right to waive or vary any of the procedures or standards set forth herein as noted below.

6. Procedure for Requesting a Variance

The owner/builder shall discuss the variance request informally with the Committee to review the procedures and submittal requirements.

The owner/builder shall submit the following:

- a. A site plan, when applicable, indicating how the variance relates to the affected land drawn to scale, including the height and setbacks of all existing and proposed structures and any other information requested by the Committee.
- b. An explanation in narrative form explaining the reasons for requesting the variance.

c. The Committee shall evaluate the application and owner/builder testimony and shall approve, conditionally approve or deny the variance. -

d. In the event the Committee cannot determine the location of the property line of the lot for which the setback variance is requested, the Committee may require that the lot line be surveyed by a Professional Registered Land Surveyor at the owner's expense, when such lot line location is needed to assist the Committee with its determination.

7. Variance Approval Criteria

A variance shall be granted only upon the finding that application of these regulations causes peculiar and exceptional practical difficulties or exceptional and undue hardship by reason of narrowness, shallowness or shape of a specific piece of land or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the land.

The owner/builder shall provide reasonable and adequate evidence that the variance request is not a self-imposed hardship which can be rectified by means other than a relief through a variance.

A variance may be granted provided that no substantial detriment to the membership and adjacent lots is created and that the intent and purpose of these regulations and the Protective Covenants, Conditions and Restrictions are not impaired.

8. Work in Progress

The Committee may inspect all work in progress and give notice of non-compliance. Absence of such inspection or notification during the construction period does not constitute either approval by the Committee of work in progress or compliance with these regulations.

Construction shall not commence until all of the above requirements are satisfied.

9. Storage of Materials and Equipment

Owners and contractors are permitted to store construction materials and equipment on the approved construction site during the construction period only. Materials and equipment shall be neatly parked, stacked, properly covered and secured. Storage of material or construction equipment outside the approved site (owner's or builder's lot) will be done only with the approval of the Committee.

Any storage of materials or equipment shall be the owner's or contractor's responsibility; no security for this is provided by the Association or the Committee.

Owners and contractors will not disturb, damage or trespass on other lots. Should any such damage occur it will be restored and repaired at the offender's expense.

10. Debris and Trash Removal

Trash and debris shall be removed from each construction site as often as necessary to a dumping site located outside of Woodside. Lightweight material,

packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and contractors are prohibited from dumping, burying or burning trash anywhere in Woodside.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or affecting other lots and open space. Any clean-up costs incurred by the Association will be billed to the lot owner and become the responsibility of the lot owner to repay.

Dirt, mud or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open space or driveways or other portions of Woodside. If debris is not removed after reasonable notice, the contractor will be charged for its removal.

11. Sanitary Facilities

Each owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Committee.

12. Excavation Materials

Excess excavation material will be hauled off the project. Utility trenches and soil test holes must be back filled promptly. An open utility trench or test hole is a safety hazard, and must be clearly identified with safety flagging.

13. Blasting

If any blasting is to occur, the contractor is responsible for informing all residents in the proximity of the construction site.

14. Restoration or Repair of Other Property Damage

Damage and scarring to other property, including, but not limited to, open spaces, roads, driveways and/or other improvements will not be permitted. If any occurs, it will be repaired and/or restored promptly to the satisfaction of the Committee and at the expense of the person or entity causing the damage.

Upon completion of construction, each owner and contractor shall clean the construction site and repair all property which was damaged, including, but not limited to, restoring grades, planting grass and trees and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

15. Miscellaneous and General Practices

The following practices are prohibited in Woodside construction sites:

- a. Removing any rocks, plant material, topsoil or other similar items from any property of others within Woodside, including construction sites,
- b. Use of spring or surface water for construction except where designated for such use by the Committee,

Using disposal methods or units other than those approved by the Committee,

- d. Careless disposition of cigarettes and other flammable material,
- e. All owners in Woodside will be responsible for the conduct and behavior of their representatives, builders, contractors and subcontractors,
- f. At least one 10 lb. ABC rated dry chemical fire extinguisher must be present and available in a conspicuous place on the construction site at all times,

NOTE: These practices are general in nature and do not address every conceivable situation. The Committee retains the right to approve or reject any action or failure to act which has an impact on Woodside.

16. Violations

Any violation of the Protective Covenants or of these Regulations shall be noted by the Committee in a letter to the owner. The owner then has two (2) weeks to respond to the Committee as to intent. If there is no response, a second letter will be issued via registered mail. If no response is received within two (2) weeks of the second letter, legal action may be initiated by the Association.

V AMENDMENTS

Amendments to these Architectural Regulations shall be performed as follows:

- a. Minor amendments will be made by approval of a simple majority vote of all Committee members.
- b. Major amendments will be made in accordance with the Protective Covenant Amendments provisions under Article V, Section 1.

VI TRAILS

The Committee shall be responsible for the trails as referenced in the Protective Covenants.