

**CONSOLIDATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 1st day of July 1986, by WOODSIDE LTD., a Colorado corporation, hereinafter referred to as "Declarant" is a consolidation of the original covenants recorded in Book 304, pages 858–884; and the amendments recorded in Book 311, pages 293 & 294; in Book 362, pages 667-672; and in Book 366, pages 965 & 966.

WITNESSETH:

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

Woodside Park, Unit 5 and Unit 6, Park County, Colorado.

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 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.

**ARTICLE I
DEFINITIONS**

- Section 1. "Association" shall be defined as the Woodside Park 5 and 6 Homeowners Association.
- Section 2. "Committee" shall be defined as Woodside Park 5 and 6 Architectural Control Committee, its successors and assigns.
- Section 3. "Declarant" shall be defined as Woodside Ltd., its successors and assigns.
- Section 4. "Lot" shall be defined as the parcels of land shown upon the recorded subdivision plat of the Properties.
- Section 5. "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 the Properties.
- Section 6. "Properties" shall be defined as that certain real property hereinbefore described.

**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 solely for residential purposes. Except as herein provided, no building shall be erected, altered, placed, or permitted to remain on any Lot except for one single family dwelling and private garage per Lot. Only new dwelling construction shall be permitted on each Lot, and there may be no construction upon a Lot prior to the construction of the residence. No older buildings shall be moved onto any Lot. Other residential outbuildings, such as guest houses, or servants quarters may be constructed with the written permission of the

Committee. No structure of a temporary character, nor any trailer, mobile home, modular home, basement, tent, shack, garage, barn or other buildings shall be used at any time as a residence either temporarily or permanently.

Section 2. Dwelling Size:

The ground floor area of any main dwelling structure shall contain not less than 2,000 square feet of finished living area for a one-story or garden level dwelling. However, a multiple story dwelling shall have at least 2,800 square feet of finished living area with a main floor of at least 1,800 square feet. Each detached guest house or servants quarters shall have at least 600 square feet of finished living area. Finished living areas are exclusive of unfinished basements. An enclosed, attached or unattached garage shall be constructed on each lot. Each garage must have a minimum of 400 square feet of enclosed area.

Section 3. Building Location:

All residential structures shall be built only within the building envelopes or setback areas shown on the recorded plat of the Properties. All buildings other than residential structures may be located outside the building envelopes only with the advance written permission of the Committee.

Section 4. Building Design and Completion:

No buildings or other structures shall be constructed on any Lot, nor shall any change or alteration be made to any partially or completely constructed structure or building unless the plans and specifications comply with all applicable County and State zoning ordinances and building codes. All building permits and County approvals must be obtained prior to commencing construction.

Prior to any site clearing or construction, all plans and specifications must be approved in writing by the Committee. The plans must be professionally prepared and should include: floor plans, elevations, plot, grading and landscaping plans, and location of all structures and improvements. Exteriors of buildings must be completed within six months of start of construction. No dwellings shall be occupied unless and until a Certificate of Occupancy has been obtained from the applicable County authority.

Section 5. Animals:

Only such animals as are commonly recognized as domestic, household pets may be kept on any portion of the property. Animals not permitted include, but are not limited to, livestock, rabbits, poultry, etc. No animals of any kind may be kept or bred for any commercial or business purposes.

Horses shall be permitted to be kept only upon Lots 132, 133, and 134, only upon written application to the Committee. Horses shall not be permitted to be kept upon any other Lot. No more than two horses may be kept upon a Lot. Barns and fencing for the horses must be approved by the Committee and are subject to any setback the Committee may determine.

Household pets must be kept at all times within the property lines unless accompanied by and under the Owner's control. The Committee may require any Owner to remove any

animal if, in the opinion of the Committee, the animals constitute an annoyance to Owners of neighboring Lots.

Section 6. Fences and Outbuildings:

Prior to construction, the designated erection of all fences and outbuildings, including all garages, guest houses, kennels, servants quarters, permanent storage facilities, must be approved in writing by the Committee. No fences of which any part is what is commonly known as barbed wire are permitted.

Section 7. Landscaping:

All owners of Lots are encouraged to practice restoration of the natural terrain, including replacement and stabilization of topsoil, revegetation and reforestation. All natural surface areas disturbed or changed by construction or otherwise should be returned to a condition harmonious with the surrounding areas, and aesthetically pleasing. No further landscaping is necessary in any area left undisturbed. Irrigation of all lawns and gardens is specifically prohibited. Well water shall be restricted to household use only. (See Section 8, Utilities, Water).

Diseased trees: It shall be the duty of each Owner to either spray or remove insect infested plants or trees from said Owner's Lot. In addition, the Association may enter any Lot in Woodside Park at any reasonable time to inspect for insect infestation or other plant diseases. The Association may spray or remove trees or other infected plants, or take any other measures that it deems necessary to control and prevent the spread of disease. Anticipation or commencement of action by the Association shall not relieve the property Owner of responsibility to exercise proper care for the plant life on the Owner's Lot.

Section 8. Utilities:

Water: Well water use shall be restricted solely to inside household uses, except that outside uses shall be permitted to the extent authorized by decree of the District Court in and for Water Division No. 1. All wells must be drilled in accordance with the approval of and in compliance with the rules and regulations of the appropriate State authorities.

Sewage Disposal System: Each owner shall be responsible for the design, construction, operation and maintenance of a sewage disposal system adequate to serve all residential structures on said Owner's Lots. The sewage system shall be only of the soil-absorption type septic system. Evapotranspiration sewage disposal systems are specifically prohibited. Written approval of the Committee and all appropriate County authorities must be obtained prior to construction or installation of such system.

Tanks: Propane tanks must be enclosed within a structure approved by the Committee.

Section 9. 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 10: Hunting and Firearms:

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

Section 11. 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 a similar structure approved by the Committee.

Section 12: Miscellaneous Provisions:

Refuse, garbage and trash shall be kept at all times within enclosed containers and other necessary receptacles for its temporary storage and collection. All such receptacles shall be screened from the view of the neighboring properties and protected from disturbance and kept in a clean and sanitary condition.

During construction, any trees trimmed or cut down or pushed over for clearing a site must be immediately disposed of by cutting and stacking, removing limbs and stumps. No building materials may be stored on site unless construction is in progress. No construction vehicles may be parked on the site overnight. All trash and other refuse generated by construction must be placed in trash containers on site and said trash containers shall have a minimum of weekly pickup.

Bare metal or concrete block chimney stacks must be covered with a stone or wood material in keeping with the exterior of the residence.

Section 13: Variances:

The Committee may authorize variances from compliance with any of the foregoing restrictions, conditions and covenants contained in this Declaration, with the exception of the restrictions on wells, water use and sewage systems. The grant of a variance from any particular condition, restriction or covenant shall not be a waiver of compliance with any other condition, restriction or covenant contained herein, by the Owner or any subsequent owner. Nor shall any variance be construed to release any subsequent owner from compliance with the condition. Subsequent owners may rely on and shall be bound by any restrictions, covenants or conditions contained herein unless released in writing from compliance by the Committee.

ARTICLE III

EASEMENTS

Section 1. Easements:

Section 1. 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 the properties.

Section 2. The Plat for Woodside Units 5 and 6 ("Woodside 1") was filed with Park County and duly recorded as a public record on or about December 5, 1979. On the Woodside Plat were dashed lines extending toward the northwest property line adjacent to Hidden Valley Ranch along with a notation labeled "road easement" (sic) shown at the cul-de-sac ending of the Vista Lane Road, which was denoted by solid lines. It was never the unequivocal intention of the Developer/Declarant (Woodside Ltd.) to "dedicate" that

easement to Park County as a public road. As the successor-in-interest and assignee of the Developer/Declarant, the Association acknowledges and unequivocally declares that this area on the Woodside plat showing the notation labeled "road easement" has, in fact, never been used as a public road. Accordingly, any interpretation that this area on the Woodside E11 showing the notation labeled "road easement" is now or ever has been a "dedicated road" is an error and the Association declares null and void any such misinterpretation. Further, the Association expressly and unequivocally states as a matter of public record that this area on the Woodside plat showing the notation labeled "road easement" is not now, nor has it ever been a "road" dedicated to Park County.

ARTICLE IV

WOODSIDE PARK 5 AND 6 HOMEOWNER'S ASSOCIATION

Section 1: Purpose:

The Association is a non-profit Colorado Corporation, created for the purposes of furthering the common interests of the Owners of the Properties, the intentions of the Declarant, and in accordance with its Articles and By-Laws and the Declarations contained herein.

Section 2. Power:

Without limiting the generality of the foregoing, the Association shall have the power to collect periodic assessments to provide funds for the Association to carry out its duties; to enforce the protective covenants in this Declaration, specifically, but not limited to, those pertaining to water usage; and to appoint and to manage the Architectural Control Committee.

Section 3. Water Rights:

The Declarant shall convey title to the water rights set forth in the decree of the District Court in and for Water Division No. 1, State of Colorado recorded in the County of Park on June 6, 1979, at Reception No. 2735-28, to Woodside Park 5 and 6 Homeowner's Association. Said conveyance will be for the benefit of the owners of each of the Lots. Such water rights, and any other water rights owned by the Homeowner's Association, may be transferred to the Woodside Park Water Users Association (or any other entity of which the Homeowner's Association is a member or which is established to administer water rights for Woodside Park Units 1 through 6), so long as any such transfer is approved by the Homeowner's Association and is for the benefit of the owners of each of the Lots. The Woodside Park Water Users Association (or any similar entity as described in the preceding sentence) shall be authorized to act on behalf of the Homeowner's Association to take any actions required in connection with the implementation of decrees of the District Court in and for Water Division No. 1 in Case No. W-8770-77, Case No. 81CW129, Case No. 83CW124 and any other cases relating to augmentation of wells at Woodside Park Units 5 and 6.

Section 4. Membership:

Each owner shall automatically become a member of the Association. Such membership shall run with ownership of the Lot. Membership may not in any way be assigned, sold, transferred, conveyed or in any way severed from title to the Lot and is conveyed only

with transfer of such title. Each member agrees to be subject to the rules, regulations, Articles and By-Laws of the Association.

Section 5. Assessments:

The initial assessment which may be collected from Owners and the Declarant by the Association shall be \$24.00 per year per Lot. The Board of Directors of the Association shall have the power to increase or decrease the assessment at any time.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee:

There is hereby created the Woodside Park 5 and 6 Architectural Control Committee for the purpose of maintaining within the Properties a style and nature of building design which is homogeneous with and complimentary to the environmental setting of the subdivision.

Section 2. Membership:

The Committee initially shall 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 thirty percent (30%) of the Lots are sold or three years from the date of the first sale, whichever comes first.

Section 3. Architectural Control:

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 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 the 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.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE PROCEDURES AND RECOMMENDATIONS

Section 1. Pre-Design Conference:

The Committee shall require, prior to submission of building plans, a pre-design conference between a member of the Committee and the Owner and the Owner's architect. The purpose of this conference is to establish, in the initial stages of design, an understanding of the architectural requirements and restrictions to avoid unnecessary and

costly changes in preliminary and working drawings. The conference may be arranged at a time mutually convenient to the Committee member, the Owner and the architect. The Owner may bring to this meeting any sketches, drawings, photographs or any other materials to help illustrate proposed ideas. Preliminary drawings, professionally prepared, may be submitted at this time.

Section 2. Application Review:

The Owner may submit the plans for approval by the Committee after the pre-design conference. The application and plans should meet the requirements listed below as well as incorporate suggestions and recommendations made at the pre-design conference. Plans should be professionally drawn to scale and should accurately represent the proposed construction. Applications will be reviewed at a meeting arranged to the convenience of the Committee and the Applicant (Applicant should refer to the supplemental Architectural Control brochure for complete instructions).

Section 3. Special Meeting:

Any Committee member may call for a special meeting of the Committee or contact all members independently on matters that may require, in the member's opinion, the immediate attention or action of the Committee.

Section 4. Disapproval Plans:

Disapproval plans will be returned with a letter stating the reasons for disapproval and suggesting how defects or problems may be remedied.

Section 5. Inspection:

A representative of the Committee may inspect the construction of approved buildings and other structures to insure that the construction proceeds in accordance with approved plans and specifications. Any discrepancies will be referred to the Committee for consideration and actions.

Section 6. Fee:

The fee for the initial Pre-Design Conference and the fees for subsequent meetings, if any, shall be set and thereafter increased or decreased by the Board of Directors of the Association at its discretion, upon recommendation by the Committee.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Amendment of Covenants:

These covenants, conditions and restrictions and any and all subsequent amendments are to run with the land and shall be binding upon and enforceable by all parties and all persons claiming there under for a period of twenty (20) years from the date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of twenty (20) years unless an instrument subscribed to by sixty (60) percent 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 of record. Exempt from this section are those covenants regulating wells, water usage and sewage

systems in Article II, Section 8 and Article IV, which shall be amended only by Court order. Amendments to this Declaration may be made only when such amendments do not in any way detract from the purpose of this Declaration as set out above.

Section 2. Enforcement:

Enforcement of these covenants, conditions and restrictions by the Association 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 Association 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.