

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.




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Debra A Green
Park County Clerk

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:



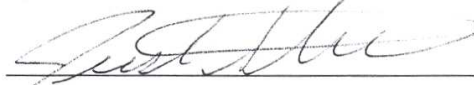
David Brutout



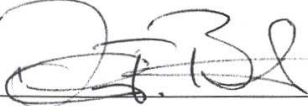
William Plume



Kenneth Evridge



Justin Stewart



Robert Banks