

**CONSOLIDATION AND AMENDMENT
TO DECLARATION OF PROTECTIVE COVENANTS
FOR SODA CREEK,
JEFFERSON COUNTY, COLORADO**

Whereas the Soda Creek Property Owners Association, Inc., is a non-profit corporation of which all owners of property in the Soda Creek Subdivision are members, and

Whereas Soda Creek Subdivision is more particularly described on Exhibit "A" attached, and

Whereas Article Five of the Declaration of Protective Covenants for Soda Creek, Jefferson County, Colorado, provides for amendment of such Covenants upon written consent of two-thirds (2/3) of the owners of lots, and

Whereas the amendment hereafter appearing with the consolidation of previous amendments has been consented to and approved, in writing, by more than two-thirds (2/3) of the owners of lots within the Soda Creek Subdivision, and

Whereas the Soda Creek Property Owners Association is, by reason of its representation of all owners of property lying within the Soda Creek Subdivision, the successor in interest to Gayno, Inc., the declarant under the initial Covenants, and

Whereas Gayno, Inc., has heretofore filed in the real property records in the office of the Clerk and Recorder of Jefferson County under Reception No. 736220, Book 47, pages 52-58, and under Reception No. 742096, Book 2782, pages 761-766, and under Reception No. 888956, Book 3021, pages 607-618 certain declarations of Protective Covenants for Soda Creek, which declarations were amended by "First Amendment to Declaration of Protective Covenants for Soda Creek, Jefferson County, Colorado" under Reception No. 805467 at Book 2883, pages 266-267, and "Second Amendment to Declaration of Protective Covenants for Soda Creek, Jefferson County, Colorado" under Reception No. 79065472.

Covenant J. Animals as amended December 1, 2009 to substitute in a new Covenant J., filed in the real property records in the office of the Clerk and Recorder of Jefferson County under Reception No. _____ on February ____, 2010.

ARTICLE ONE

Property Subject to this
Declaration of Protective Covenants

The real property of Soda Creek Subdivision as described in Exhibit "A" shall be conveyed, transferred, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements as set forth within the various clauses and covenants of this declaration.

ARTICLE TWO

General Purposes and Definitions

A. The real property described in Exhibit "A" hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to prevent the construction of improper or unsuitable improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to

create and keep the subdivision, insofar as possible, desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against fires and unnecessary interference with the natural beauty of the subdivision and to provide adequately for the improvement of said property; all for the mutual benefit and protection of the owners of lots in the subdivision.

B. As used herein the following words and terms shall have the following meanings:

“Subdivision” shall mean the real property described in Exhibit “A”.

“Lot” shall mean each lot reflected on the recorded plat of the subdivision as amended from time to time.

“Single Family Residence” shall mean a single family residential building together with not more than two (2) out buildings.

“Out building” shall mean an enclosed covered building to be used as a barn, garage or for other storage purposes not directly attached to the main structure which it serves.

“Association” shall mean the Soda Creek Property Owners Association, Inc.

“Committee” shall mean the Architectural Control Committee, established by the Association to review and approve written construction plans submitted by builders and owner, of lots, or written requests for approval of exterior improvements including, but not limited to, driveways, structures, landscaping, or fences, etc.

“Board” shall mean the Board of Directors of the Association.

ARTICLE THREE

Covenants and Conditions

A. Land Use and Building Type

No lot shall be used except for residential purposes and each lot shall be limited to one single family residence. No building shall be erected, altered, placed, or permitted to remain on any lot other than for residential or recreational purposes, for a private garage, barn, and other out buildings incidental to residential use of the premises.

No trailer, motor or mobile home, basement, tent, garage, barn, or other out building erected on a lot covered by these covenants shall at any time be used for private habitation temporarily or permanently except for a period not to exceed two (2) months, unless approved in writing by the Architectural Control Committee. No lot shall be used for any commercial or business purposes whatsoever.

B. Approval of site and construction plans by the Architectural Control Committee

1. Improvements Recurring Approval

No structure, attachment to any existing structure, or other exterior improvement, (whether a residence, an accessory building, antenna, athletic facility or similar improvement or attachments) shall be constructed, erected, or maintained on any lot and no alterations to the exterior of a structure or exterior improvement shall be made unless it complies with the Jefferson County, Colorado, zoning ordinances in existence with respect to the property and until the complete written plans and specifications have been submitted to the Architectural Control Committee of the Association and approved in writing according to the procedures outlined in the By-laws.

2. Complete Plans and Specifications to be Submitted

“Complete Plans and Specifications” shall include, but not be limited to: The complete structure (framing, floors, roof, decks, windows, chimneys, etc.); location; elevations; exterior design, exterior materials, color schemes; lighting of the structure or improvement; location and size of driveways; provisions for off-street parking; general plan of landscaping; fencing; walls; wind breaks; grading plan; location, character and method of utilization of all utilities; and other details which will show the effect of the development upon the lot and the adjoining structures and lots and the harmony of the “improvement” with the subdivision as a whole.

3. Submission for Approval; Approval Process

Complete written plans and specifications shall be delivered to the Chairperson of the Architectural Control Committee or his designated representative. A Certificate of Approval signed by the Chairman or Vice Chairman of the Committee, in accordance with the procedures outlined in the By-laws, shall be sufficient to show compliance with this Article.

4. Standards Used in the Review Process

No building or other exterior improvement shall be constructed, erected, or maintained, unless in strict accordance with approved plans and specifications. In making decisions the Architectural Control Committee shall consider the following standards: (a) the suitability of the proposed building or other exterior improvement and the materials of which it is to be erected, (b) the harmony and compatibility of the exterior design, color, and materials of the proposed improvements with the surroundings in the subdivision, (c) the relation of the proposed improvements to the natural topography, grade, and finish ground elevations, (d) the relation of the proposed improvement to that of neighboring structures and natural features of the property, and (e) the effect of the building or other improvement, as planned, on the view from adjacent or neighboring lots as well as from streets and roadways. The Committee shall use reasonable judgment in passing upon all such plans and specifications. Neither the Association nor its Committee, nor officers or members thereof, shall be liable to any person for its actions in connection with submitted plans and specifications unless it be shown that the actions resulted from malice and wrongful intent. The Architectural Control Committee may consult with such architects and other qualified persons as it deems necessary in order to reach its decision.

C. Floor Area and Building Heights

No main residential structure shall be permitted on any lot covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,800 square feet. The maximum height of any building shall be in compliance with the Jefferson County zoning ordinances.

D. Set Back Requirements

All improvements shall be a minimum of 50 feet from property lines and shall conform to zoning regulations in effect at the time the improvement is made.

E. Fences and Corrals

No fence, wall, corral, or similar type barrier of any kind shall be constructed, erected, or maintained on any lot for any purpose whatsoever, unless the design and location have been approved in writing by the Architectural Control Committee in accordance with the same standards as are used in evaluating and approving other exterior improvements. Written plans must be submitted to the Architectural Control Committee in accordance with Article Three, paragraph B of this Declaration and Article XII of the By-laws.

F. Signs

No signs of any kind shall be displayed to the public view on any part of the property except (a) one sign of not more than five (5) square feet designating the owner, builder or architect of any improvements under construction; (b) one (1) sign of not more than five (5) square feet advertising a property for sale or rent; and (c) other signs approved by the Architectural Control Committee.

G. Easements

Easements and rights-of-way as described on the recorded plat of the Subdivision have been reserved for poles, wires, pipes, and conduits for electricity, gas, telephones, sewer, drainage water, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the subdivision. Equestrian and pedestrian trails also are designated on the plat of the subdivision. Road rights-of-way and easements shown on the plat contain utilities easements and easements for other purposes. No dwelling, improvement, material, equipment, or refuse shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

H. Garbage and Refuse Disposal

No part of the property above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris, or other waste; at all times the property shall be maintained in a sanitary condition. Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon the premises except controlled fires for cooking. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from the view of the public and adjoining property owners, and protected from disturbance. These restrictions also apply to builders and contractors doing construction. No motor vehicle of any type or part thereof, shall be permitted to remain on the property in a non-operating condition for more than thirty (30) days unless located within a storage building. Any such vehicle which does not display all current and valid licenses, permits, and stickers required by law, shall be deemed to be in a "non-operating condition".

I. Trees

No living tree, the trunk of which is four (4) inches or more in diameter, naturally existing upon a lot, except to the extent necessary for construction purposes, or by reason of infestation or disease, shall be cut, trimmed, thinned, or removed from the lots except as may be approved by the Architectural Control Committee. Trees infested or infected with pests, which may be disseminated to the damage of other properties within the subdivision, shall be removed within ten (10) days after receipt of written notice from the Board of Directors of the Association demanding such removal. Any failure or refusal to remove or treat such trees shall constitute a violation of the Covenants.

J. Animals

1. No Commercial Purposes

No animal of any kind shall be raised, bred or kept on any portion of a property owner's property for any commercial purpose.

2. Permitted Livestock

The following species of livestock animals may be kept on a lot: horses, mules, donkeys, llamas.

- a. *Number of Horses, Mules, Donkey and Llamas: One horse, mule, donkey or llama may be kept on any lot for each two and one-half acres of land not to exceed an aggregate total of four horses, mules, donkeys or llamas per lot.*
- b. *Stable Facilities: A property owner shall provide stable facilities for horses, mules, donkeys or llamas kept on the property. The stable building must contain one stall space for each such horse, mule, donkey or llama.*

Stable facilities shall include a paddock. For the purpose of this subsection b., a paddock is defined as a small (not to exceed an area of 700 square feet per horse, mule, donkey or llama) fenced holding pen immediately adjacent to the stable building. As used in this subsection b, the term "paddock" is intended to be synonymous with the terms "corral" or "run".

- c. *Approval of Plans for Stable Facilities: Plans for stable facilities (including any paddock) must be submitted to and approved by the Architectural Control Committee of the Association in accordance with Article Three, Paragraph B of the Declaration of Protective Covenants of the Association or any amendment thereto.*
- d. *Pastures: A property owner may provide pasture land on the property owner's property for the property owner's horses, mules, donkeys or llamas. However, use of pasture land shall be in accordance with subparagraph four of Paragraph J of Article Three of the Declaration of Protective Covenants. Grazing by horses, mules donkeys or llamas that results in defoliation (i.e. grazing to bare dirt) of any portion of a property owner's pasture land is strictly prohibited.*
- e. *Feed: It is the responsibility of the property owner to provide primary feed, including, but not limited to, hay, grain and supplements, to any horse, mule donkey or llama kept on the property owner's property. "Primary feed" specifically does not include native grasses and other native plants growing on the property owner's property.*

3. Other Livestock

A property owner may keep other species of livestock animals on the property owner's property only as permitted by the Board of Directors of the Association, and only in accordance and with rules, regulations and standards adopted from time to time by the Board of Directors of the Association.

4. Compliance With Generally Accepted Land Management Practices

Property owners shall comply with generally accepted land management practices for the maintenance of stable facilities and pastures, and shall comply with covenants, rules, regulations and standards for land management as adopted from time to time by the Board of Directors of the Association.

5. Animals To Be Kept Within The Boundaries Of The Property Owner's Property

All animals either owned by a property owner or for which the property owner is legally responsible shall be kept within the boundaries of the owner's property unless accompanied while off the property by and under the control of the property owner, a member of the property owner's family, or a designee of the property owner.

6. Fencing

Paragraph J of Article Three of the Declaration of Protective Covenants of the Association specifically does not create an inference either in favor of or against entitlement by any property owner to any type of fencing. Fencing is addressed elsewhere in the Association's governance documents.

K. Landscaping

All natural surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses and trees. All previously prepared sites will be landscaped and completely planted in native grasses and trees. Irrigation is prohibited unless hereafter specifically authorized by court order. Well water shall be restricted to in-house use only.

L. Continuity of Construction

All structures commenced in this subdivision shall be prosecuted diligently to completion and shall be completed within fifteen (15) months of issuance of building permit unless approved in writing by the Architectural Control Committee.

M. M. Nuisance and Fire Arms

No noxious or offensive activity shall be permitted or carried on within the subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the subdivision. Fire arms as used herein shall be construed to mean rifles, pistols, cannons, fireworks, and explosives of any kind.

N. Sewage disposal

If public sewers become available, dwellings then under construction or subsequently to be built must make connection and use of said sewers. Each dwelling must use the sanitary disposal system of design and installation approved by Jefferson County and the Colorado Department of Public Health.

O. Parking

Parking shall be accommodated on the owner's lot and no parking shall be allowed on public roads. Each lot shall provide at least a two-car garage, or equivalent covered parking area, and the minimum of two additional parking units. Each additional parking unit shall contain 300 square feet including driveways land, shall be located entirely within the lot lines.

P. Outside Antennas

No television or radio antennas may extend more than ten (10) feet above the roof height of the structure on which they are located or adjoin without written approval of the Architectural Control Committee. Satellite dishes will be considered as exterior improvements subject to approval of the Committee.

Q. Division of Lots

No Soda Creek lot, as existing on the 17th day of January, 1979, being the effective date of this Section, shall be further divided or subdivided, nor shall any lot hereafter made subject to these covenants be divided or subdivided other than as platted at the time said lots are made subject to these covenants, unless such further and subsequent, division or subdivision is approved, in writing, by the owners of two thirds (2/3) of the lots then subject to these covenants.

R. Motor and "Off the Road" Vehicles

No motorized vehicle of any type shall be operated on common property in the subdivision. No motorized recreational vehicle shall be operated within the subdivision on private property, except on improved roads and driveways, and except as may be necessary in constructing improvements.

S. Hunting

No hunting shall be permitted within the subdivision.

ARTICLE FOUR

Violation, Enforcement, Term and Severability of Covenants

A. Violation of covenants

Whenever there shall have been built on any lot, a structure or other exterior improvement which is in violation of these covenants or restrictions herein contained, or whenever any other violation of the covenants exists, such persons as are authorized by the Board of the Association shall have the right to enter upon the property as to which such violation exists, and to summarily abate and remove at the expense of the owners thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions thereof; and the Association, its agents, and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. The costs and expenses of such entry, abatement, and removal shall become a lien upon the property upon the recording by the Association of a sworn statement with respect thereto in the Jefferson County real property records.

In addition, if any person shall violate or threaten to violate any provisions of this instrument, it shall be lawful for any person or persons owning a lot in the subdivision or the Association to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorneys' fees, for such violations. The omission or failure of the Association or any owner to enforce any covenant or restriction set forth in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

B. Term of covenants

Each of the covenants, restrictions and reservations set forth herein shall be for the benefit of and be binding upon each lot in the subdivision and each owner of a lot therein, his successors, representatives, and his assigns, and shall be deemed covenants running with the land.

C. Amendment

A two-thirds (2/3) vote of the lots by their owners (each lot being entitled to one vote) is required to amend, waive, abandon, or terminate the conditions, restrictions, stipulations, and agreements, and covenants contained herein or to amend the definition of the real property which shall be subject to this declaration, as found in Exhibit "A".

D. County Regulations

To the extent that the applicable county or other governmental regulations, rules, or codes and ordinances or laws are more restrictive than these covenants, they shall supersede these Covenants and govern at all times.

E. Severability

Invalidation of any of these covenants or any part thereof by judgments or court orders shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

F. Notice

Any Notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

ARTICLE FIVE

Soda Creek Property Owners Association

A. Membership

For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in the subdivision becomes a member of the association immediately and automatically. Each owner assumes the duties and responsibilities and privileges of being a member according to the Articles of Incorporation, Declaration of Protective Covenants, and By-laws.

B. Common Open Space

The Association is hereby authorized to own both real and personal property for the benefit of the Association. Every member of the Association in good standing shall have a right and easement of enjoyment in and to the real and personal property owned by the Association.

C. Assessments

Payment of dues and assessments to the Association shall be in such amounts and at such times as may be determined by the Association Board of Directors.

D. Lien for Assessments

If any lot owner shall fail or refuse to make any such payment of dues and assessment when due, the amount thereof shall constitute a lien on the lot as set forth in the deed of conveyance to the owner. Upon such failure or refusal, the Board of Directors shall prepare a written notice of lien setting forth the amount of such unpaid indebtedness, the name of the owner, and a description of his real property interest. Such notice shall be signed by one member of the Board of Directors or an agent of the Association, and shall be recorded in the Office of the Clerk and Recorder of the County of Jefferson, Colorado.

Such lien shall be constituted upon such owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only: (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state and federal taxes which by law are a lien on the interest of such lot owner prior to pre-existing recorded encumbrance thereon, and, (b) all sums unpaid on a first mortgage or first deed of trust of record including all unpaid obligatory sums as may be provided by such encumbrance.

The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address; then such other address shall be used, and said Association shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a lot may pay any common expenses payable with respect to such lot, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same-priority and lien rights as the unpaid balance to which added.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgage of real property. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The owners shall also be required to pay the Association all assessments for the lot during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The association, acting on behalf of the lot owners, shall have the power to bid in the interest not foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to surrogate so much of its rights to such lien as may be necessary to expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting owner's portion of the premium.

The Association and its officers and directors shall not be liable or accountable in damages for any action taken pursuant to the provisions of this declaration.

E. Certificate of Assessments

Upon payment of a reasonable fee not to exceed twenty-five dollars (\$25.00) and upon the written request of any owner, mortgagee, prospective grantee, or prospective mortgagee of a lot, the Association -- by its financial officer, shall issue a written certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject lot; the amount of the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be compiled within ten (10) days of the receipt of the request, then, (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective

mortgagee, or, (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the lot conveyed be subject to, a lien for any unpaid assessments or common expenses which became due prior to the date of making such request. No failure to comply with such request, if made by the owner, shall relieve him from personal liability for, or the subject lot from the lien for, any unpaid assessments or common expenses. The provisions contained in this paragraph shall not apply upon the initial transfer of the lot by Declarant.

The Association as successor in interest to Gayno, Inc., has and does hereby amend said Declaration of Protective Covenants as set forth and provided in the within and above Consolidation and Amendment to Declaration of Protective Covenants.

Executed this 27th day of February, 1983.

Soda Creek Property Owners Association, Inc.
by: _____
President

Attest: _____
Secretary

Acknowledgement:

State of Colorado)
) ss
County of Jefferson

On this 28th day of February, 1983 before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared R. Haydn Silleck as President and Laura Sampson as Secretary, of the Soda Creek Property Owners' Association, Inc., known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires _____

Notary

Address

EXHIBIT "A"

All blocks, lots, streets, drives, roads, and easements platted as Soda Creek Filing Number One as recorded September 29, 1975, in the office of the Clerk and Recorder of Jefferson County, Colorado, under Reception Number 736820, Book 47, Pages 52-58;

All blocks, lots, streets, drives, roads, and easements platted as Soda Creek Filing Number Two as recorded July 1976, in the office of the Clerk and Recorder of Jefferson County, Reception Number 804595, Book 49, Pages 50-60;

All blocks, lots, streets, drives, roads, and easements platted as Soda Creek Filing Number Three as recorded March 8, 1977, in the office of the Clerk and Recorder of Jefferson County, Colorado, under Reception Number 861235, Book 51, Pages 27-36.

**FIRST AMENDMENT TO
CONSOLIDATION AND AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
SODA CREEK
JEFFERSON COUNTY, COLORADO**

This First Amendment to the Consolidation and Amendment to Declaration of Protective Covenants for Soda Creek ("First Amendment to Consolidation and Amendment") is dated October 1, 1985, by the undersigned Association and Owners.

RECITALS

WHEREAS, the Soda Creek Subdivision currently consists of Filing Nos. 1, 2, and 3 as follows:

1. All blocks, lots, streets, drives, roads, and easements platted as Soda Creek Filing Number One as recorded September 29, 1975, in the office of the Clerk and Recorder of Jefferson County, Colorado, under Reception Number 736820, Book 47, Pages 52-58;
2. All blocks, lots, streets, drives, roads, and easements platted as Soda Creek Filing Number Two as recorded July 30, 1976, in the office of the Clerk and Recorder of Jefferson County, Reception Number 804595, Book 49, Pages 50-60;
3. All blocks, lots, streets, drives, roads, and easements platted as Soda Creek Filing Number Three as recorded March 8, 1977, in the office of the Clerk and Recorder of Jefferson County, Colorado, under Reception Number 861235, Book 51, Pages 27-36.
4. Property described in instrument recorded at Reception No. 79041906 on May __, 1979, in the records of the Clerk, and Recorder of Jefferson County, State of Colorado.

WHEREAS, the Soda Creek Property Owners' Association, Inc., a non-profit corporation of which all owners of property in the Soda Creek Subdivision are members, and

WHEREAS, Gayno, Inc., has heretofore filed in the real property records in the office of the Clerk and Recorder of Jefferson County under Reception No. 736820, Book 47, pages 52-58, and under Reception No. 742096, Book 2782, pages 761-766, and under Reception No. 888956, Book 3021, pages 607-618 certain declarations of Protective Covenants for Soda Creek, which declarations were amended by "First Amendment to Declaration Protective Covenants for Soda Creek, Jefferson County, Colorado" under Reception No. 805467 at Book 2885, pages 266-267, and "Second Amendment to Declaration of Protective Covenant for Soda Creek, Jefferson County, Colorado" under Reception No. 79065472.

WHEREAS, the Association has filed for record in the office of the Clerk and Recorder of Jefferson County amended declarations titled "Consolidation and Amendment to Declaration of Protective Covenants for Soda Creek, Jefferson County, Colorado" (Consolidation and Amendment) which was recorded at Reception No. 83017041, on February 28, 1983.

WHEREAS, Article Four, Paragraph C of Consolidation and Amendment provides that by a two-thirds (2/3) vote of the lots by their owners the definition of the real property which is subject to the Consolidation and Amendment can be amended.

WHEREAS, a request has been made to the Association by the owner of property known as Soda Creek Filing No. 4 and Soda Creek at Bergen ("Filing No. 4 and Bergen Owners") to amend the definition of real property as contained in the Consolidation and Amendment.

WHEREAS, by two-thirds vote of the lots currently within the Soda Creek Subdivision Filings 1-3 ("Filing Nos. 1, 2 and 3 Owners"), Filing Nos. 1, 2 and 3 Owners have approved the amendment of the definition of real property, subject to consent and approval of the owners of 100% of the lots within Soda Creek Filing No. 4 and Soda Creek at Bergen.

WHEREAS, the Association through its Board of Directors has certified the vote of Filing Nos. 1, 2 and 3 Owners.

WHEREAS, the Board of Directors has authorized its officers to execute such documents as may be necessary and appropriate to effectuate the amendment of the definition of the real property which shall be subject to the Consolidation and Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and restrictions set forth herein, the Association and one hundred percent (100%) of the Filing No. 4 and Bergen Owners do hereby make and declare the following amendments to the definition of real property which shall be subject to the Consolidation, and Amendment referred to above.

I. The real property which is subject to the Consolidation and Declaration is amended by the ADDITION OF THE FOLLOWING REAL PROPERTY which shall be subject to the provisions of the Consolidation and Amendment:

- A. A. The real property known as Soda Creek Filing No. 4, more particularly described in Plat No. S10-3-79, recorded January 28, 1980, at Reception No. 8006976 in the records of the Clerk and Recorder, Jefferson County, State of Colorado, ("Soda Creek Filing No. 4"), and
- B. The real property known as Soda Creek at Bergen no:-e particularly described in Plat No. S5-2-80; recorded July 18, 1983, at Reception No. 83066333 in the records of the Clerk and .Recorder, Jefferson County, State of Colorado ("Soda Creek at Bergen").

II. The Consolidation and Amendment shall continue to be covenants running with the land described in said Consolidation and Amendment as described above and shall hereafter also be covenants running with the land known as Soda Creek Filing No. 4 and Soda Creek at Bergen described above.

III. The undersigned Owners constitute 100% of the Owners of the Property within Soda Creek Filing No. 4 and Soda Creek at Bergen.

IV. The Association by its execution of this First Amendment to Consolidation and Amendment does not assume, and specifically disclaims, any responsibility for the installation, dedication or maintenance of roads or other public improvement located within the boundaries of Soda Creek Filing No. 4 and Soda Creek at Bergen, it being the intent of the undersigned that the developer, Gayno, Inc., its designated successors or assigns shall remain solely responsible for same including all provisions contained in the Subdivision Improvements Agreements and the Plats governing development of said property.

V. This First Amendment to Consolidation and Amendment may be executed in multiple, identical counterparts and shall be effective only upon consent and approval of same, as evidenced by the execution hereof, by the Owners of 100% of the lots within Soda Creek Filing No. 4 and Soda Creek at 'Bergen and by the Association.

Dated the date and year first above written.

Association

Soda Creek Property Owners Association, Inc.

by: _____
President

Attest:

Secretary

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

The above and foregoing _____ were subject and sworn to
before me this ____ day of _____, 1985 by _____
_____.

Witness my hand and official seal.

Notary Public

Address: _____

My Commission Expires: _____

Owners

GAYNO, INC.
a Colorado Corporation

Attest:

By: _____ By: _____

Owners of Lots 201, 202, 203, and 204 Soda Creek Filing No. 4, Jefferson County, State of Colorado;
Owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 13 Soda Creek at Bergen, Jefferson County, State of
Colorado.

STATE OF COLORADO)
)
COUNTY OF _____) ss

The above and foregoing _____ were subscribed and sworn
to before me this ____ day of _____, 1985 by _____
_____.

Witness my hand and official seal.

Notary Public

Address: _____

My Commission Expires: _____

Owners of Lot 200, Soda Creek Filing No. 4, Jefferson County, State of Colorado, State of Colorado.

STATE OF COLORADO)
)
COUNTY OF _____) ss

The above and foregoing _____ were subscribed and sworn
to before me this ____ day of _____, 1985 by _____

_____.

Witness my hand and official seal.

Notary Public

Address: _____

My Commission Expires: _____

Owners of Lot 11, Soda Creek at Bergen, Jefferson County, State of Colorado, State of Colorado. This is subject to lot improvements and boundaries as of November 15, 1985.

STATE OF COLORADO)
)
COUNTY OF _____) ss

The above and foregoing _____ were subscribed and sworn to before me this ____ day of _____, 1985 by _____
_____.

Witness my hand and official seal.

Notary Public

Address: _____

My Commission Expires: _____

Owners of Lot 12, Soda Creek at Bergen Park, Jefferson County, State of Colorado, State of Colorado.

STATE OF COLORADO)
)
COUNTY OF _____) ss

The above and foregoing _____ were subscribed and sworn
to before me this ____ day of _____, 1985 by _____

_____.

Witness my hand and official seal.

Notary Public

Address: _____

My Commission Expires: _____

**SODA CREEK PROPERTY OWNERS ASSOCIATION
DECLARATION OF PROTECTIVE COVENANTS FOR SODA CREEK**

ARTICLE THREE, SECTION J. Animals

Covenant amendment formally adopted by Board of Directors on December 1, 2009 as approved by 67% of SCPOA Members.

_____ *[signature on file]* _____

Erik Foster, President

_____ *[signature on file]* _____

David Steele, Vice President

_____ *[signature on file]* _____

Jerry Mensendick, Treasurer

_____ *[signature on file]* _____

Ralph Chiarella, Secretary

_____ *[signature on file]* _____

Nick Ham, Sergeant at Arms