

# Declaration Of Protective Covenants

## For Dos Rios Unit 3

**Dos Rios 3 Homeowners Association, Inc.** a Colorado nonprofit corporation (“Association”) pursuant to 38-33.3-209.5, 38-33.3-316, & 38-33.3-316.3, C.R.S.

1 **Purposes:** This Declaration of Protective Covenants is made for the purpose of creating and keeping Dos Rios 3 Unit desirable, attractive, beneficial, and suitable in architectural design, materials, and appearance; to guard against unnecessary interference, fire and loss of natural beauty of the real property; and to provide for the mutual benefit and protection of the owners of real property within the subdivision.

2 **Property Affected:** These Protective Covenants shall apply to and be binding upon the following described real property situated in Gunnison County, Colorado:

Dos Rios Unit 3, according to the plat thereof filed October 3, 1978, and bearing Reception Number 331760 of the records of Gunnison County, Colorado.

Said real property being further described by legal description in attached Exhibit “A”, incorporated herein by reference.

3 **Definitions:** For the purpose of the Declaration of Protective Covenants, certain words or phrases shall be defined as follows:

- A. **Declarant:** Dos Rios 3 Homeowners Association Inc., or such other person, corporation or entity designated by a recorded document as the successor Declarant.
- B. **Subdivision:** Dos Rios Unit 3, being all of the real property set forth on attached exhibit A.
- C. **Lot:** The individual numbered lots as set forth on the plat of the subdivision.
- D. **Person:** A person, corporation, partnership, association, fiduciary, or any other entity holding title to any lot.
- E. **Building:** A structure having a roof supported by columns or walls to provide shelter, support, or enclosure for protection of persons or property.
- F. **Dwelling:** Any room or group of rooms in a building with kitchen facilities designated for and used as a dwelling for one (1) family as an independent housekeeping unit, which may include one attached accommodation unit, no larger than one-third (1/3) of the total floor area of the dwelling unit.

4 **Lot Use:** All lots within Dos Rios Unit 3 shall be used exclusively for a single-family dwelling. No business or commercial activities of any nature shall be conducted on any lot. No such lot may be divided or re-subdivided into a smaller lot or portion of a

lot; provided, however, that adjoining lot owners may sell or purchase adjoining property to accomplish the relocation of a boundary line between the adjoining lots so long as such conveyance shall not decrease the size of any single lot to less than .30 acres.

- 5 **Design Control:** No building or other structure of any kind whatsoever may be constructed, erected, or maintained within Dos Rios Unit 3, nor shall any addition, alteration or structural change be made to an existing building or structure except in conformity with the following terms and conditions:
- A. Prior to such construction or erection, the plans of the proposed building or structure shall be submitted to the Architectural Review Committee requesting approval. The request for approval by the Architectural Review Committee shall have attached to such requests the following documents:
    - 1. A plot plan showing the location of any building, access drives and parking areas, all trees having a diameter of 4' and above the ground 3" or more. All other terrain and structural features, such as large rocks, ponds, patios, utility lines, and storage areas should be indicated.
    - 2. Plans and specifications for such building or structure.
    - 3. Samples of the principle exterior materials and color schemes.
    - 4. Grading plan, access and parking facilities.
  - B. The Architectural Review Committee shall consider the suitability of the proposed building, the harmony thereof with the environment, the effect of such building on the utilization and view of the lot upon which the same will be built and the surrounding land, and the placement of the structure with respect to topography, ground elevations, existing natural and terrain features, and set back from lot lines.
  - C. The Architectural Review Committee shall within thirty (30) days of receipt of a request for approval, with all accompanying data, determine in writing whether it approves or disapproves of the construction of the proposed building or structure or any additions or alterations to an existing building or structure. In the event that the Architectural Review Committee fails to take action within thirty (30) days of the receipt of said request, the application shall be conclusively deemed to have been approved.
  - D. The decision of the Architectural Review Committee shall be final, subject only to the right of judicial review as provided by the laws of the state of Colorado by any aggrieved person owning a lot within Dos Rios Unit 3; provided, however, that the Architectural Review Committee shall indicate to the applicant in the event of disapproval or rejection, the reason for rejection and disapproval, and shall afford the applicant an opportunity to resubmit, with revisions and

corrections which will bring the submission into conformity with this Declaration of Protective Covenants.

**6 Building Location and Construction:**

- A. The construction of any building shall be in accordance with the uniform building code then in effect. The quality of workmanship and materials in any building shall be equal to or exceed comparable buildings of the same type in the subdivision.
  - 1. No lot may have the basement of any kind or character whatsoever.
  - 2. Every dwelling must include a car garage, the minimum square footage of which must exceed 400 square feet.
  - 3. Minimum square footage of living area shall be 1,400 square feet.
  - 4. Non-attached storage units are acceptable but must be approved by the Architectural Review Committee.
  
- B. The following exterior architectural standards shall apply within Dos Rios Unit 3:
  - 1. Exterior building materials shall be predominantly natural, such as wood siding, shingles, and native stone.
  - 2. Roofs shall have a design and be constructed of materials that are harmonious with the surrounding area and are not of reflective type materials.
  - 3. Earth colors shall predominant.
  - 4. Each lot shall have not less than two off street automobile parking spaces on a graveled or hard surface driveway or parking area.
  - 5. Service or storage areas, garbage cans and stored material shall be screened from view on all sides. Firewood cut to combustible lengths need not be so screened.
  - 6. Exterior lighting shall be so designed and directed as to not be a nuisance. Lighting shall not be directed outward but shall depend on indirect illumination. The light source shall not be visible to the extent possible.
  - 7. Such further standards, rules and regulations as may be adopted by the Architectural Review Committee for the construction and erection of buildings and structures to ensure that all buildings and construction is in conformity with the goals and concepts of Dos Rios Unit 3.
  
- C. The maximum height of a building as measured vertically from the average finished grade of the structure to the highest point of the structure shall be 30 feet.

- D. The Architectural Review Committee, upon application, hearing, and written approval, may grant a variance of the height restrictions above set forth upon a determination that such restriction would work an undue hardship upon the owner of the lot and that such a variance would not impair, hinder or detract from the sight line of any adjoining property.
- 7 **Temporary Buildings:** No mobile homes or temporary buildings of any nature shall be allowed within the subdivision. During construction of any building within the subdivision, the contractor thereof may maintain temporary buildings for office and storage purposes during the period of construction only.
- 8 **Animals**
- A. No animals of any nature shall be permitted or maintained on any lot, subject to the provision that the owner of any dwelling unit may keep and maintain not to exceed two domesticated household pets for the personal use and enjoyment of the residents of the dwelling.
- B. No domesticated household pet shall be allowed to run at large. Any such animal shall either be kept within an enclosed or fenced area or controlled by leash.
- 9 **Nuisances:** No obnoxious or nuisance activity shall be permitted within the subdivision. Nuisance activities defined to be such activities encompassed by the criminal nuisance statutes of the State of Colorado, presently Sections 16-13-303, 16-13-304, 16-13-305 C.R.S. Nor shall trash debris or refuse of any nature be deposited, kept, or maintained within the subdivision, nor the same be burned out of doors within the subdivision. No firearms, fireworks, explosives, arrows, air rifles, BB guns or similar devices be discharged anywhere within the subdivision.
- 10 **Signs:** No signs or advertising structures or devices of any nature shall be erected, constructed, or maintained on any lot; provided, however, that the design committee may approve and allow an individual identification sign for the owner of a residence on such lot.
- 11 **Easements:** All easements as set forth on the subdivision plat are reserved to the Declarant or their assigns for the installation and maintenance of full and adequate utilities, their installation and maintenance. No buildings or structures of any nature shall be placed or permitted on said easements, which may damage or interfere with the installation, maintenance and repairs of any utilities constructed thereon.
- 12 **Fences:** Fences, hedges, walls and landscaping devices may be allowed after written approval by the Architectural Review Committee provided, they do not exceed six feet in height, are made of high quality on both sides and are maintained

in good repair. Fences, hedges, walls, and landscaping devices may not encroach upon reserved easements.

- 13 **Exterior Storage of Vehicles and Recreational Equipment:** Each dwelling is required to have an enclosed garage of not less than 400 square feet. No more than three vehicles or items of recreational equipment, or combination thereof, shall be stored upon any lot, outside of the garage, as provided herein. Any vehicle or item of recreational equipment which is stored upon a lot, outside of the garage, must be fully operational and where required by Colorado statute have current registration and display a current number plate. For purposes of this paragraph recreational equipment includes boats, campers, motorcycles, and other motorized vehicles intended for off road use and not required to be registered under the Colorado statutes, snowmobiles, and golf carts or other similar devices. When more than one item of recreational equipment is kept upon or within a trailer which is currently registered and displays a current number plate, it shall be considered a single vehicle or item of recreational equipment for the purposes of this paragraph. No vehicle which was not originally designed and constructed for use as a motorhome or camper, but has been converted to such use, shall be stored upon any lot outside of a garage.
- 14 **Reserved for Future Use:**
- 15 **Sanitation:** All dwellings erected or constructed within Dos Rios Unit 3 shall be connected to and served by the Dos Rios Sanitation District.
- 16 **Repairs:** All buildings and structures shall always be kept in good and proper repair and in an attractive appearance by the owner thereof.
- 17 **Continuity Of Construction:** All buildings and structures commenced within the subdivision shall be completed with due diligence and shall be totally completed within one year after excavation of the foundation, unless an extension of time is granted by the Architectural Review Committee for good and sufficient cause.
- 18 **Landscaping:** All surface areas disturbed during construction shall be promptly returned to their natural condition, and the surface of any lot shall be planted and maintained in a natural manner with grass, flowers, and trees properly indigenous to the area and in conformity with the neighborhood standard.
- 19 **Homeowner Association:** The Declarant reserves the right to form a Colorado nonprofit corporation, of which each lot owner within the subdivision would automatically be a member, for the purpose of succeeding to the rights of the

Declarant hereunder, or otherwise to carry out the purposes of this Declaration of Protective Covenants.

20 **Fishing Easement:** The owner of each lot is hereby granted a non-exclusive easement for the purpose of fishing that portion of the Gunnison river owned by Declarant adjoining Dos Rios Gunnison Home Sites Nos. 1, 2 and 3, According to the official plats of each on file in the office of the Gunnison County Clerk And Recorder.

21 **Effect and Duration of Covenants:** The conditions, restrictions, stipulations, agreements and covenants herein contained shall be for the benefit of and binding upon each lot in the subdivision and each owner thereof, his successors and assigns, and shall continue in full force and effect for twenty (20) years after the date of recording of this instrument in Gunnison County, Colorado, at which time they shall automatically extend for five successive terms of ten (10) years each unless amended in the manner hereafter provided.

22 **Amendment:** The conditions, restrictions, stipulations, agreements, and covenants herein contained shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written consent of the owners of seventy-five percent (75%) of the lots within the subdivision, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado.

Until such time as seventy-five (75%) of the lots within Dos Rios Unit 3 have been conveyed to third persons by the Declarant, these Protective Covenants shall not be waived, abandoned, terminated, or amended except upon the written consent of the Board of County Commissioners of Gunnison County, Colorado.

23 **Assignment:** All of the rights of the Declarant herein reserved, including the right to architectural control and rights to enforce any and all of the covenants herein, shall be freely assigned by the Declarant, and any assignee shall succeed to all of the rights of the assigner.

24 **Enforcement:** If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any owner of a lot in Dos Rios Unit 3, or the Dos Rios Unit 3 Homeowners Association, or Gunnison County, Colorado, to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorney's fees for such violation.

25 **Severability:** The invalidation of any one or more of the sections of this instrument by any court shall in no way effect the other sections of the instrument, which shall remain in full force and effect.