

Amended and Restated Declaration of Protective Covenants For Dos Rios Unit 3

This Amended and Restated Declaration of Protective Covenants for Dos Rios Unit 3 (this "Restated Declaration") shall be effective upon recordation and is made and adopted by Dos Rios III Homeowners Association, Inc., a Colorado nonprofit corporation (the "Association"), and amends that certain Declaration of Protective Covenants for Dos Rios Unit 3 recorded in the real property records of Gunnison County, Colorado at reception number 331761 as amended by the first amendment as recorded in the real property records of Gunnison County, Colorado at reception number 479386, Consent to Amendment of the Declaration of Protective Covenants for Dos Rios Unit 3 recorded as Reception No. 557682 and 558707, and Acknowledgement of Covenant Amendment recorded as Reception No. 562780 (collectively and as otherwise previously amended, the "Declaration") upon the affirmative, written consent and vote of the Owners of 67% or more of the Lots in the subdivision pursuant to C.R.S. § 38-33.3-217(1)(a)(I), C.R.S. § 38-33.3-117(1.5)(d) and paragraph 23 of the Declaration. This Restated Declaration amends and restates the Declaration in its entirety. Capitalized terms used herein and not defined herein shall have the meaning set forth in the Declaration. This Restated Declaration shall be indexed in the name of Dos Rios Unit 3 as grantee, Dos Rios III Homeowners Association, Inc. as grantee, and Dos Rios III Homeowners Association, Inc. as grantor, and in the name of each person signing any written consent to this amendment recorded herewith, if any, as grantor.

1. **Purposes:** This Restated Declaration is made for the purpose of creating and keeping Dos Rios Unit 3 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:** This Restated Declaration 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, together with any existing amendments and modifications thereto (collectively, the "Plat"),

(all such real property being shown or otherwise described on the above Plat and otherwise subject to the Declaration being the "Property")

3. **Definitions:** For the purpose of this Restated Declaration, certain words or phrases shall be defined as follows:

- A. **Subdivision:** Dos Rios Unit 3, being the Property.
 - B. **Lot:** The individual numbered lots as set forth on the Plat.
 - C. **Person:** A natural person, corporation, partnership, association, limited liability company or other legal entity holding title to any Lot.
 - D. **Building:** A structure having a roof supported by columns or walls to provide shelter, support, or enclosure for protection of persons or property.
 - E. **Dwelling:** Any room or group of rooms in a Building with kitchen facilities designed 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.
 - F. **Structure:** Any temporary or permanent improvement or other construction that is above-ground that is not: (i) landscaping, which landscaping includes lawns, gardens, trees, sprinkler systems, and other parts of the landscaping, or (ii) children's play equipment such as swing sets.
4. **Lot Use:** All Lots within Dos Rios Unit 3 shall be used exclusively for a single-family Dwelling. No retail business or commercial trade or manufacturing shall be permitted on any Lot. No 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 upon approval by the Architectural Control Committee (the "ACC") in accordance with this Restated Declaration:
- A. The ACC shall adopt and, as appropriate, amend and make available an application form for Buildings and Structures, which may require supporting documents and samples (the "Application Form"). Prior to constructing or erecting any Building or Structure or addition or altering any existing Building or Structure (the "Proposed Work"), the owner shall file an Application form with the ACC for the Proposed Work.
 - B. The ACC shall review the submitted Application Form to determine if it is complete and, if it is complete and, if it is complete (a "Complete Application") 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, setbacks from Lot lines, and compliance with this Restated Declaration.

- C. The ACC shall within thirty (30) days of receipt of a Complete Application determine in writing whether it approves or disapproves the Complete Application. In the event that the ACC fails to take action within thirty (30) days of the receipt of said request, the Complete Application shall be conclusively deemed to have been approved.
- D. The decision of the ACC 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 ACC 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 Restated Declaration.

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. Permanently affixed and modular storage units are acceptable upon prior approval of ACC subject to ACC review and approval relating to placement and screening from adjoining Lots and roadways so as to minimize visibility in the subdivision.
 - 5. The maximum height of a Building or Structure as measured vertically from the average finished grade of the Structure to the highest point of the Structure shall be 30 feet; provided, however, that the ACC, 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 Lot.
- B. The following exterior architectural standards shall apply within Dos Rios Unit 3:
 - 1. Exterior building materials shall follow State Fire Code and Gunnison County Building Department Codes.

2. Roofs shall have a design and be constructed of materials that are harmonious with the surrounding area.
 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 standards to follow County Land Use Resolution in place at the time it is erected (the "LUR") and shall be so designed and directed as to not be a nuisance. Subject to the LUR, lighting shall not be directed outward but shall depend on indirect illumination.
 7. Further standards, rules and regulations as may be adopted by the ACC for the construction and erection of Buildings and Structures to ensure that all Buildings and construction is in conformity with purposes of Dos Rios Unit 3.
7. **Temporary Buildings:** No mobile homes or temporary buildings or structures of any nature shall be allowed within the Subdivision except that 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 for a period not to exceed 24 months.
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 may keep and maintain no more than three 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, except in the ordinary course of household disposal in trash receptacles, nor shall any trash debris or refuse be burned out of doors within the Subdivision. No firearms or explosives shall 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 except as, and only to the extent required to be, permitted by law; provided, however, that the ACC may approve and allow an individual identification sign for the owner of a Dwelling on such Lot.

11. **Easements:** All easements as set forth on the subdivision plat are reserved to the Association 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, and walls are considered Structures and must be approved by the ACC. Fences and walls shall not be approved if they are more than six feet in height. Fences and walls must be made of high quality materials and finishes on both sides and maintained in good repair. Fences, hedges and walls, and landscaping improvements may not encroach upon any easement. Fencing and walls in the Subdivision will be required to comply with any ACC standards and specifications as may be adopted by the ACC to ensure that such fencing and walls meet the purpose of the Subdivision.
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 **four** 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 vehicles and equipment. 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. **Limits to Short Term Rental:** The Association shall establish a list of Lots which as of the date of recording of this Restatement have Short Term Leases (the "Grandfathered Lots"). No Grandfathered Lots shall be subject to this paragraph until the Lot is not used as a Short Term Rental for a period of one year. The rental or lease of any Lot, single family residence, garage or other building or portion of any building for a period of three months or less (a "Short Term Rental") is prohibited. The term "Short Term Rental" includes all fractional ownerships that operate like a short term rental such as timeshares, Pacaso and other forms of ownership in which co-owners are limited by agreement to certain, limited durations of occupancy. All leases and rental agreements for all or any portion of any Lot or Dwelling shall be in writing,

shall include the name and contact information for the lessee or other renter, and a copy shall be provided to the Board of Directors prior to commencement of the lease or other rental. The owner of the Lot being rented or leased shall provide the lessee or renter with copies of all governing documents for the Association, including this Restated Declaration.

15. **Sanitation**: All Dwellings erected or constructed within the Subdivision 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 ACC for good and sufficient cause in accordance with such standards and specifications as may be adopted by the ACC.
18. **Landscaping**: All surface areas disturbed during construction shall be promptly restored with landscaping which may include planting grass, flowers, and trees properly indigenous to the area and in accordance with any ACC standards then in effect.
19. **Homeowner Association**: The Association is the homeowners association for the Subdivision. The Subdivision is a common interest community named Dos Rios Unit 3 and a planned community subject to the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.* The owners of each Lot shall have one vote in the Association and shall have one share of liability for the Association's assessments. There are ____ Lots in the Subdivision and, accordingly, each Lot has 1/____ vote and 1/____ share of common expense liability.
20. **Fishing Easement**: The owner of each Lot is has received a non-exclusive easement for the purpose of fishing that portion of the Gunnison river owned by the original declarant for the Subdivision as recorded in the Declaration and other documents recorded in the real property records of Gunnison County, Colorado.
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.
22. **Amendment**: This Restated Declaration and the conditions, restrictions, stipulations, agreements, and covenants herein contained shall not be waived, abandoned,

terminated or amended except upon the affirmative vote or agreement of the owners of 67% of the Lots, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado.

23. **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 subject to all applicable law and any rules, regulations, policies and procedures as adopted by the Association.
24. **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.

Executed this ____ day of _____ 2025.

Dos Rios III Homeowners Association, Inc., a
Colorado nonprofit corporation

By: _____
_____, President

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

This document was acknowledged before me this ____ day of _____, 2025, by _____ as President of Dos Rios III Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

CERTIFICATION

I, _____, as Secretary of Dos Rios III Homeowners Association, Inc., a Colorado nonprofit corporation, hereby certify that pursuant to C.R.S. § 38-33.3-217(1)(a)(I), C.R.S. § 38-33.3-117(1.5)(d) and paragraph 23 of the Declaration, 67% or more of the owners and members of Dos Rios III Homeowners Association, Inc., a Colorado nonprofit corporation

have consented to, agreed to, and approved this Restated Declaration in writing. The written ballots approving the above action are maintained in the records of Dos Rios III Homeowners Association, Inc.

Dos Rios III Homeowners Association, Inc., a
Colorado nonprofit corporation

By: _____
_____, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

This document was acknowledged before me this ____ day of _____, 2025
by _____ as Secretary of Dos Rios III Homeowners Association,
Inc., a Colorado nonprofit corporation.
Witness my hand and official seal.
My commission expires: _____.

Notary Public