

Dos Rios III Homeowners Association
Gunnison, Colorado 81230

November 19, 1993

Dear Dos Rios Unit 3 Lot Owners,

I enclose for your review a document which contains the existing Declaration of Protective Covenants and certain proposed changes. These changes are the recommendation of the committee appointed at our last Homeowners Association meeting. The objectives of the Committee were to clarify the covenants and also to allow the Association itself to enforce violations, to enhance the quality of life and to maintain property values.

The procedure to amend the protective covenants is a bit cumbersome. Amendment is not possible unless 75% of the lot owners execute a document which must be filed of record in Gunnison County evidencing their consent to the amendment.

To facilitate execution of this document the original is available for signature at ~~Confidential Professional Services~~ located at ~~213 North Main Street~~. The office hours are 8:30 a.m. to 5:00 p.m. A notary is available at no cost to individual lot owners. Properties held in joint tenancy require both signatures.

The committee members who drafted the proposed amendments have indicated a willingness to field telephone calls if you have questions concerning the intent of the proposed changes. The committee members are Joe Browder (641-4734), Willie Ihrke (641-2461), Jim Loken (641-5577) and Bob Sweitzer (641-3266).

Please consider carefully the proposed amendment. And if you agree to the changes please execute as soon as possible the amendment agreement at ~~Confidential Professional Services~~. After lot owners residing in Gunnison County have had an opportunity to execute the amending instrument I will forward it to each out of county lot owner who has indicated a willingness to execute the amendment.

Very truly yours,



Jay McMurren
President

* Document moved to Gunnison Savings & Loan,
303 N. Main. Sept., 1995.

DECLARATION OF PROTECTIVE COVENANTS

FOR DOS RIOS UNIT 3

LAND ENTERPRISES COMPANY, a Kansas partnership, hereby declares the following covenants, limitations, conditions, restrictions and uses upon Dos Rios Unit 3 under the terms and conditions hereafter set forth.

CURRENT

1. PURPOSES. This Declaration of Protective Covenants 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 the natural beauty of the real property; and to provide for the mutual benefit and protection of the owners of real property within the subdivision.

PROPOSED

No change

CURRENT

2. PROPERTY AFFECTED. These Protective Covenants shall apply to and be binding upon the following described real property situate 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.

PROPOSED

No change

CURRENT

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

A. Declarant. Land Enterprises Company, a Kansas partnership, 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.

PROPOSED

No change

CURRENT

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 resubdivided 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.

PROPOSED

No change



CURRENT

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 Declarant, requesting approval. The request for approval by the Declarant shall have attached to such request the following documents:

(1) A plot plan showing the location of any building, access drives and parking areas, all trees having a diameter 4' above ground of 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 principal exterior materials and color schemes.

(4) Grading plan, access and parking facilities.

B. The Declarant 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 setback from lot lines.

C. The Declarant 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 Declarant 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 Declarant 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 Declarant 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.

PROPOSED (Note the only change is to change Declarant to Architectural Review Committee)

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 request the following documents:

(1) A plot plan showing the location of any building, access drives and parking areas, all trees having a diameter 4' above ground of 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 principal 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 setback form 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.

CURRENT

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 same general area. No residents may have a basement of any kind or character whatsoever.

B. The following exterior architectural standards shall apply within Dos Rios Unit 3:

(1) Exterior building materials shall be predominately 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 predominate.

(4) Each lot shall have not less than two (2) off-street automobile parking spaces on a graveled or hard surface driveway or parking area.

(5) Service or utility areas or yards and garbage cans and trash storage areas shall be screened from view on all sides.

(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 declarant for the construction and erection of buildings and structures to insure that all building 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 Declarant, 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 a lot and that such variance would not impair, hinder or detract from the sightline of any adjoining property.

PROPOSED

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 a 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 Architectural Review Committee.

B. The following exterior architectural standards shall apply within Dos Rios Unit 3:

(1) Exterior building materials shall be predominately 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 predominate.

(4) Each lot shall have not less than two (2) 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 declarant for the construction and erection of buildings and structures to insure that all building 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 Declarant, 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 a lot and that such variance would not impair, hinder or detract from the sightline of any adjoining property.

CURRENT

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.

PROPOSED

No change

CURRENT

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 that 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.

PROPOSED

No change. Committee members note: fences will be allowed, therefore, permitting reasonable enforcement of Section B.

CURRENT

9. **NUISANCES.** No obnoxious or offensive activity shall be maintained or allowed within the subdivision, nor shall any oil or any mineral development, exploration, drilling or activity of any nature or description be allowed within the subdivision. No trash, debris or refuse of any nature shall be

deposited, kept or maintained within the subdivision, nor shall the same be burned out of doors within the subdivision. No firearms, fireworks, explosives, arrows, air rifles, B-B guns or similar devices shall be discharged anywhere within the subdivision.

PROPOSED

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.

CURRENT

10. **SIGNS.** No signs or advertising structures or devices of any nature shall be erected, constructed or maintained on any such lot; provided, however, that the design committee may approve and allow an individual identification sign for the owner of a residence on such lot.

PROPOSED

No change

CURRENT

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.

PROPOSED

No change



CURRENT

12. **FENCES.** Fences, hedges, walls and landscaping devices designed, constructed and installed adjacent to the dwelling to accentuate patios, gardens and porches may be allowed upon the prior written approval of the Declarant so long as they are entirely located within the required minimum setback lines on each lot and are in harmony with the building or structure, are an extension of such building or structure and do not exceed in size an area equal to fifty percent (50%) of the main floor area of the building or structure of which they are an extension.

PROPOSED

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. Nor may the fences, hedges, walls and landscaping devices encroach upon reserved easements.

CURRENT

13. **RESERVED RIGHTS OF WAY.** The owner of each lot, the members of his family and his guests, shall have an easement and right of way, in common with all other lot owners, to use and enjoy a six (6) foot easement and right of way within and adjoining the lot line of each lot within the subdivision, as a private right of way for skiing, hiking, and as a foot path. No lot owner shall place any barrier or obstruction of any nature within such easement and right of way that would obstruct the right of use of such easement.

PROPOSED

Omit this item.

CURRENT

14. **MOTORIZED VEHICLES.** No motorized vehicles or self-propelled vehicles of any nature or description shall be allowed upon any of the reserved easements and rights of way as set forth in paragraph 13 above.

PROPOSED

14. **MOTORIZED VEHICLES.** Except for vehicles utilized by utility companies, no motorized vehicles or self-propelled vehicles of any nature or description shall be allowed upon any of the reserved easements.

Each dwelling is required to have a garage in excess of 400 square foot. Such a garage shall be considered a two-car garage. Each dwelling is entitled to park outside of the garage one currently licensed, registered and fully operable vehicle. Vehicles stored within the dwelling's garage need not be licensed, registered or operable.

CURRENT

15. **RECREATIONAL EQUIPMENT.** No recreational equipment such as boats, campers, travel trailers, or other such devices shall be parked, stored or maintained within the subdivision, except within an enclosed structure.

PROPOSED

15. **RECREATIONAL EQUIPMENT.** In addition to the exception provided in paragraph 14 for licensed, registered and fully operable motor vehicles, one recreational unit per dwelling such as boats, campers, travel trailers, golf carts, or other such devices may be parked, stored or maintained outside of the garage.

Vehicles not originally designed and constructed for use as a motor home or camper cannot be stored outside of garages within the subdivision.

CURRENT

16. **SANITATION.** All dwellings erected or constructed within Dos Rios Unit 3 shall be connected to and served by the Dos Rios Sanitation District.

PROPOSED

No change

CURRENT

17. **REPAIRS.** All buildings and structures shall at all times be kept in good and proper repair and in an attractive appearance by the owner thereof.

PROPOSED

No change

CURRENT

18. **CONTINUITY OF CONSTRUCTION.** All buildings and structures commenced within the subdivision shall be completed with due diligence and shall be totally completed within one (1) year after the date of commencement of construction, unless an extension of time is granted by the Declarant for good and sufficient cause.

PROPOSED

18. **CONTINUITY OF CONSTRUCTION.** All buildings and structures commenced within the subdivision shall be completed with due diligence and shall be totally completed within one (1) year after excavation of the foundation, unless an extension of time is granted by the Architectural Review Committee for good and sufficient cause.

CURRENT

19. **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.

PROPOSED

19. **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.



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CURRENT

20. HOMEOWNERS' ASSOCIATION. The declarant reserves the right to form a Colorado non-profit 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.

PROPOSED

No change

CURRENT

21. 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.

PROPOSED

No change

CURRENT

22. 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 be automatically extended for five (5) successive terms of ten (10) years, each, unless amended in the manner hereafter provided.

PROPOSED

No Change

CURRENT

23. **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 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 percent 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.

PROPOSED

No change

CURRENT

24. **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 assignable by the Declarant, and any assignee shall succeed to all of the rights of the assignor.

PROPOSED

No change

CURRENT

25. **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 Gunnison County, Colorado, to institute proceedings at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorneys' fees for such violation.

PROPOSED

25. **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 institute proceedings at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorney's fees for such violation.

CURRENT

26. **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.

PROPOSED

No change

AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

6 W. Kent Coleman Kathleen Nadine Coleman
William Kent Coleman Kathleen Nadine Coleman
385 Fairway Ln, Gunnison, CO 385 Fairway Ln, Gunnison, CO

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 11
day of NOV, 1994 by William Kent Coleman.

Witness my hand and official seal.
My commission expires: 11-5-96

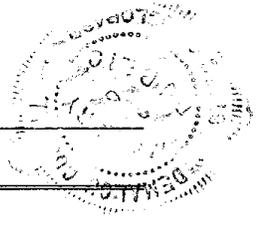
Danison Cozull
Notary Public

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 11
day of NOV, 1994 by Kathleen Nadine Coleman.

Witness my hand and official seal.
My commission expires: 11-5-96

Danison Cozull
Notary Public

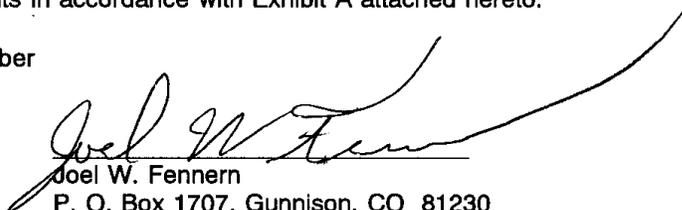


**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

7


Joel W. Fennern
P. O. Box 1707, Gunnison, CO 81230

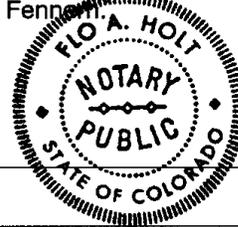
State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 4th
day of November, 1996 by Joel W. Fennern.

Witness my hand and official seal.
My commission expires: 8-17-00



Notary Public



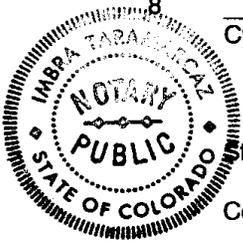
AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3

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Lot Number

8
Cynthia L. Westbay
Cynthia L. Westbay

Steven E. Westbay
Steven E. Westbay



State of Colorado)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 12
day of Aug, 1996 by Cynthia L. Westbay.

Witness my hand and official seal.
My commission expires: 10-30-97

Imbra Taramarcaz
Notary Public

State of Colorado)
County of Gunnison)

The foregoing instrument was acknowledged before me this 12
day of Aug, 1996 by Steven E. Westbay.



Witness my hand and official seal.
My commission expires: 10-30-97

Imbra Taramarcaz
Notary Public

**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

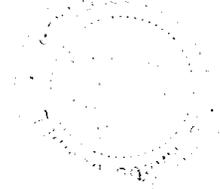
20 *Herman E. Skolant*
Herman E. Skolant
1205 North Green, Hoisington, KS 67544

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 11th
day of August, 1994 by Herman E. Skolant.

Witness my hand and official seal.
My commission expires: 10-30-96

Jatay Coghill
Notary Public



AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

21 Robert Wayne McGinn Linda L. McGinn
Robert Wayne McGinn Linda L. McGinn
530 Fairway Ln, Gunnison, CO 530 Fairway Ln, Gunnison, CO

State of Colorado)
) ss.
County of Gunnison)



The foregoing instrument was acknowledged before me this 26 day of July, 1994 by Robert Wayne McGinn.

Witness my hand and official seal.
My commission expires: 10-30-96

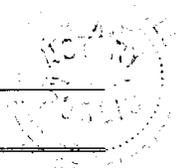
Patsy Coghill
Notary Public

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 3rd day of March, 1994 by Linda L. McGinn.

Witness my hand and official seal. P.C.
My commission expires: 10-30-96

Patsy Coghill
Notary Public



AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

22 Donald J Bromley Patricia E. Bromley
Donald J. Bromley Patricia E. Bromley
587 Fairway Ln, Gunnison, CO 587 Fairway Ln, Gunnison, CO

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 23rd
day of January, 1994 by Donald J. Bromley.

Witness my hand and official seal.
My commission expires: 11-5-96

Demolton Cozull
Notary Public

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 11th
day of July, 1994 by Patricia E. Bromley.

Witness my hand and official seal.
My commission expires: 10-30-96

Patsy Coghill
Notary Public



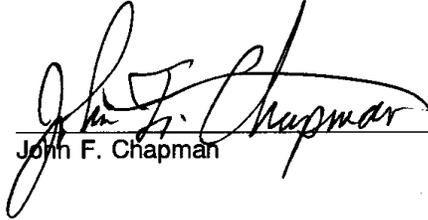
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**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

23


John F. Chapman

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 23rd
day of November, 1996 by John F. Chapman.

Witness my hand and official seal.
My commission expires: 11-27-1999


Notary Public



**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

24


Donley K. Rees

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 21ST
day of January, 1994 by Donley K. Rees.

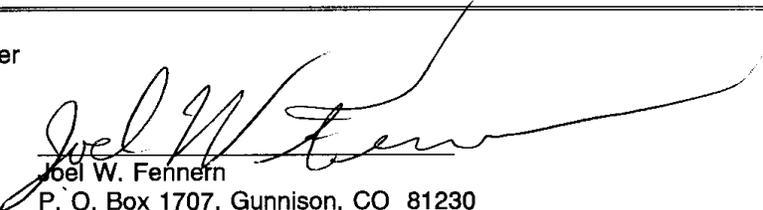
Witness my hand and official seal.
My commission expires: 11-5-96


Notary Public



Lot Number

25

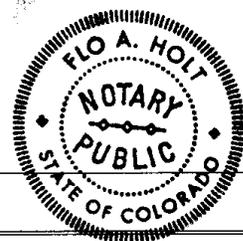

Joel W. Fennern
P. O. Box 1707, Gunnison, CO 81230

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 4th
day of November, 1996 by Joel W. Fennern.

Witness my hand and official seal.
My commission expires: 8-17-00


Notary Public





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**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

26



John Welch

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 17
day of Nov, 1994 by John Welch.

Witness my hand and official seal.
My commission expires: 11-5-96



Notary Public



AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

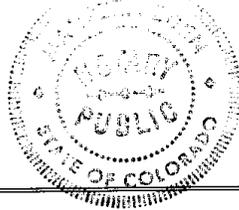
31

Paul M. Carroll
Paul M. Carroll
184 Mohawk Trail
Gunnison, Colorado 81230

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 23RD
day of December, 1996 by Paul M. Carroll.

Witness my hand and official seal.
My commission expires: 9-16-97



Maurice Eder
Notary Public

**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

31

~~Tamara K. Covington~~

~~State of Colorado)
County of Gunnison) ss.~~

~~The foregoing instrument was acknowledged before me this _____
day of _____, 199__ by Tamara K. Covington.~~

~~Witness my hand and official seal.
My commission expires: _____~~

Notary Public

Lot Number

32

Gary L. Fabiano
Gary L. Fabiano

State of Colorado)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 14th
day of January, 1994 by Gary L. Fabiano.

Witness my hand and official seal.
My commission expires: 11/5/96

Dorothy C. [Signature]
Notary Public

**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

46

Ronald E. Alexander
P. O. Box 382668
Germandown, TN 38183

State of Colorado)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 199__ by Ronald E. Alexander.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Lot Number

47

James Loken
James Loken

State of Colorado)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 13th day of January, 1994 by James Loken.

Witness my hand and official seal.
My commission expires: 11/5/96

Samuel Coyler

Notary Public

**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number:

49 Russell G. Doyle Mary Bowen-Doyle
Russell G. Doyle Mary Bowen

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 21st day of February, 1994 by Russell G. Doyle.

Witness my hand and official seal.
My commission expires: 10-30-96

Patsy Cogbill
Notary Public

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 21st day of February, 1994 by Mary Bowen.

Witness my hand and official seal.
My commission expires: 10-30-96

Patsy Cogbill
Notary Public



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**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

50

Raymond D. Szallar
Raymond D. Szallar

Loretta V. Szallar
Loretta V. Szallar

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 17
day of Nov, 1994 by Raymond D. Szallar.

Witness my hand and official seal.
My commission expires: 11-5-96

Sumner Coghill
Notary Public

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 17
day of Nov, 1994 by Loretta V. Szallar.

Witness my hand and official seal.
My commission expires: 11-5-96

Sumner Coghill
Notary Public

**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

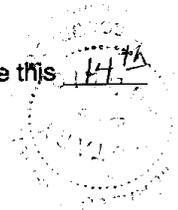
52

Gary L. Fabiano
Gary L. Fabiano

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 14th
day of January, 1994 by Gary L. Fabiano.

Witness my hand and official seal.
My commission expires: 11/5/96



Gunnison County
Notary Public

Lot Number

53

~~_____
Ronald Douglas Meyer~~

~~State of Colorado)
) ss.
County of Gunnison)~~

~~The foregoing instrument was acknowledged before me this _____
day of _____, 199__ by Ronald Douglas Meyer.~~

~~Witness my hand and official seal.
My commission expires: _____~~

~~_____
Notary Public~~



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**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

55 Laura McCall

Laura McCall
2127 Vernon Drive
Golden, Colorado 80401

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 22nd
day of November, 1996

Witness my hand and official seal.
My commission expires: 6/1/99

Nancy Messinger

Notary Public



**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

67 Martin D. Fenske Sherry M Fenske
Martin D. Fenske Sherry M Fenske

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 11 day of Nov, 1994 by Martin D. Fenske.



Witness my hand and official seal.
My commission expires: 11-5-96

Doreen Coghill
Notary Public

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 8 day of June, 1994 by Sherry M. Fenske.



Witness my hand and official seal.
My commission expires: 11-5-96

Doreen Coghill
Notary Public



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**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

71

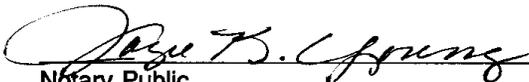


John Welch

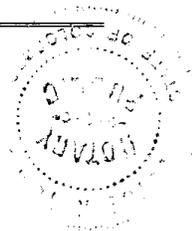
State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 2nd
day of November, 1996 by John Welch.

Witness my hand and official seal.
My commission expires: 11-27-1999



Notary Public



AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

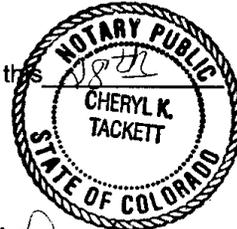
73 [Signature]
Michael S. Ward
15493 E. Grand Avenue
Aurora, CO 80015

[Signature]
Erin Lee Ward
15493 E. Grand Avenue
Aurora, CO 80015

State of Colorado)
County of Prospere) ss.
Gunnison

The foregoing instrument was acknowledged before me this July day of July, 1997 by Michael Ward

Witness my hand and official seal.
My commission expires: 1-9-2001



[Signature]
Notary Public
My Commission Expires

State of Colorado)
County of Gunnison) ss.

The foregoing instrument was acknowledged before me this 30th day of July, 1997 by Erin Ward.

Witness my hand and official seal.
My commission expires: 1-7-98



[Signature]
Notary Public

**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

75 Donald F. Ihrke Willadell Ihrke
Donald F. Ihrke Willadell Ihrke

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Donald F. Ihrke.

Witness my hand and official seal.
My commission expires: 10-30-96

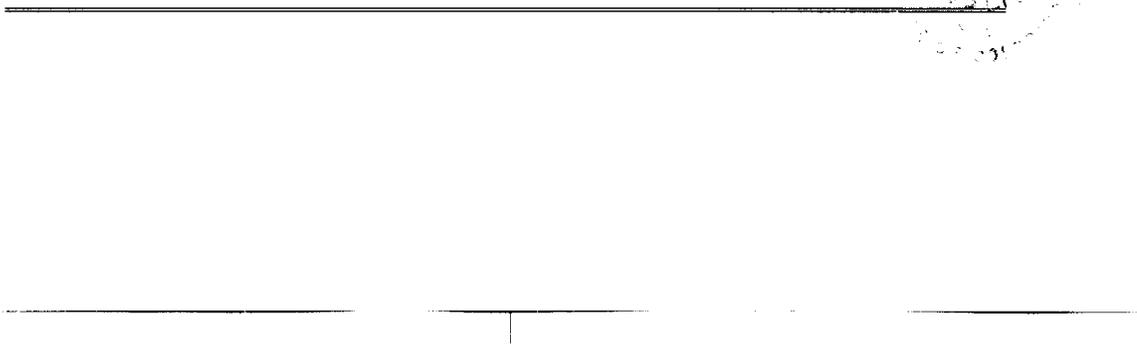
Cathy Coghill
Notary Public

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Willadell Ihrke.

Witness my hand and official seal.
My commission expires: 10-30-96

Cathy Coghill
Notary Public



**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

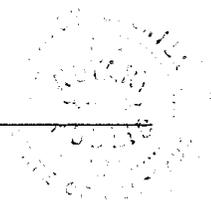
77 Donald F. Ihrke Willadell Ihrke
Donald F. Ihrke Willadell Ihrke

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Donald F. Ihrke.

Witness my hand and official seal.
My commission expires: 10-30-96 OC

Patsy Coghill
Notary Public

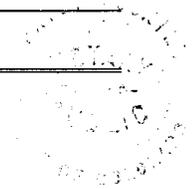


State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Willadell Ihrke.

Witness my hand and official seal.
My commission expires: 10-30-96 OC

Patsy Coghill
Notary Public



**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

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Lot Number

79 Donald F. Ihrke Willadell Ihrke
Donald F. Ihrke Willadell Ihrke

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Donald F. Ihrke.

Witness my hand and official seal. *PC*
My commission expires: 10-30-96

Patsy Coghill
Notary Public

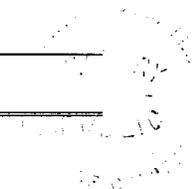


State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Willadell Ihrke.

Witness my hand and official seal. *PC*
My commission expires: 10-30-96

Patsy Coghill
Notary Public



AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

85 Carl J. Fite
Carl J. Fite
601 South 10th Street
Gunnison, Colorado 81230

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 19
day of November, 1996 by Carl J. Fite.

Witness my hand and official seal.
My commission expires: 10-30-97



Imbra Taramarcaz
Notary Public



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**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

We, the undersigned owners of seventy five percent of the lots within Dos Rios Unit 3 according to the plat thereof recorded October 3, 1978 at reception number 331760 of the Gunnison County Colorado records hereby amend the Declaration of Protective Covenants in accordance with Exhibit A attached hereto.

Lot Number

87 *D.W. Schossow*
Jacqueline P. Greber by her attorney in fact,
D.W. Schossow pursuant to an unrevoked
Power of Attorney dated July 29, 1996

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 07
day of November, 1996 by D.W. Schossow as attorney in fact
for Jacqueline P. Greber.

Witness my hand and official seal.
My commission expires: 10-30-97



Imbra Taramarcaz
Notary Public



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**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

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Lot Number

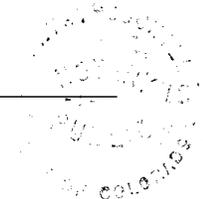
89 Vincent Joe Browder Christine R. Browder
Vincent Joe Browder Christine R. Browder

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Vincent Joe Browder.

Witness my hand and official seal.
My commission expires: 10-30-96

Patsy Coghill
Notary Public

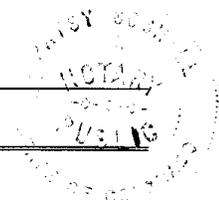


State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this 2nd day of March, 1994 by Christine R. Browder.

Witness my hand and official seal.
My commission expires: 10-30-96

Patsy Coghill
Notary Public





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**AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3**

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Lot Number

95

Paul David Miller, III
Paul David Miller, III

Patricia W. Miller
Patricia W. Miller

~~State of Colorado~~)
^{Texas})
County of ~~Gunnison~~) ss.
^{Dallas})



The foregoing instrument was acknowledged before me this 18th
day of November, 1996

Witness my hand and official seal.
My commission expires: 5-18-99

Carol A. Coy
Notary Public

~~State of Colorado~~)
^{Texas})
County of ~~Gunnison~~) ss.
^{Dallas})



The foregoing instrument was acknowledged before me this 18th
day of November, 1996

Witness my hand and official seal.
My commission expires: 5-18-99

Carol A. Coy
Notary Public

AMENDMENT OF PROTECTIVE COVENANTS
FOR DOS RIOS UNIT 3

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Lot Number

97

[Signature]

Paul David Miller, III

[Signature]

Patricia W. Miller

State of ^{Texas} Colorado)
County of ^{Dallas} Gunnison) ss.

The foregoing instrument was acknowledged before me this 18th day of November, 1996



Witness my hand and official seal.
My commission expires: 5-18-99

[Signature]

Notary Public

State of ^{Texas} Colorado)
County of ^{Dallas} Gunnison)

The foregoing instrument was acknowledged before me this 18th day of November, 1996



Witness my hand and official seal.
My commission expires: 5-18-99

[Signature]

Notary Public

