

List of proposed changes to Amended Covenants 8.26.26

Section 3.

E. Under dwelling changed the wording from "accommodation unit" to
Structural extensions, upward (adding a second story) or outward (extending a ground floor wall or foundation) no larger than one-third ($\frac{1}{3}$) of the total floor area of the original dwelling unit may be allowed.

Section 4 added definition of retail business (the sale of commodities or goods from the dwelling)

Section 5. A. The ACC shall adopt and, as appropriate, amend and make available an application form, for approval of Buildings, Structures and landscaping improvements to any lot (the "Application Form"). This application may require supporting documents and samples of materials.

Section 6 A 4 Removed the word affixed
Permanent affixed and modular storage units are acceptable upon prior approval of ACC subject to ACC review and approval.

B. 4 Drop completely, it is not necessary.

Section 11. Old covenants allowed nothing to be built in the easements along each lot line. We have allowed fences and sheds so we propose changing it to what the ACC has been informing people that ask for fences, storage buildings, etc.

Easements: All easements as set forth on the Plat are reserved to the Association for the installation and maintenance of full and adequate utilities, their installation and maintenance. Any Buildings or Structures of any nature that are placed or permitted on said easements which may damage or interfere with the installation, maintenance and repairs of any utilities constructed thereon, the lot owners may be held responsible for the removal of any items, including landscaping elements, that are found to be obstructing the necessary access or use of the easement. This could potentially involve costs and effort to relocate or remove the affected constructed structures or landscaping.

Section 13 Leaves the existing parking covenants as we have a separate vote on parking and hardened surfaces.

Section 14 **Short and Long Term Rental Restrictions and Regulation:**

The Board has changed the language that long term rental language is considered anything 3 mo or more down from 6 months .

Section 16. Added landscaping it has been included in other parts of the covenants this just puts it here for clarity

Repairs: All Buildings, Structures and landscaping shall always be kept in good and proper repair and in an attractive appearance by the owner thereof.

Section 17. We added some language to give the Architectural Committee more flexibility.

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.

Section 19 The changes here add language that we are following State Law (CCIOA) as voted on by members at our annual meeting. It also clarifies how many lots we have and that each lot owner has a vote and 1/92 share in the HOA.

Homeowner Association: The Association is the homeowner's 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. To be eligible to vote, the owner must be in good standing with the Association. To be in good standing and eligible to vote, an owner must: (i) have no outstanding violations of the Association's governing documents or rules and regulations, (ii) have paid all fines and penalties assessed by the Association, (iii) be current on all homeowners association dues and assessments, and (iv) have no outstanding balances of any kind on the Association's records. There are 92 Lots in the Subdivision and, accordingly, each Lot has 1/92 vote and 1/92 share of common expense liability.

- Section 20** **Fishing Easement** This section talks about the fishing easement we all have on the Gunnison river. What was added is that that fishing easement is recorded with Gunnison County.
- Section 22** **Amendment:** The new language brings the percentage of yes votes needed to amend the Covenants to 67% which is the same as State Law.
- Section 23** **Enforcement:** Changes to this section basically say that we will follow all applicable laws and any rules, regulations, policies and procedures as adopted by the Association.
- Section 25** **Limitation of Liability:** The clause added is standard Liability language that protects any one serving on the board or carrying out HOA business in good faith.
- Section 26** **Applicable Law:** This clause was added to clarify if somehow a disagreement were to end up in court that the venue for that dispute would be Gunnison County district court or county court.

That was a lot but hopefully it clarifies that out of all the changes most are law and clarification updates. They do not change the existing content of the covenants they clarify and bring things under State Law that governs HOA's.