

**FIRST AMENDED AND RESTATED PROTECTIVE COVENANTS FOR THE SUBDIVISION KNOWN
AND PLATTED AS CRYSTAL RIVER COUNTRY ESTATES (BLOCK 2)**

This First Amended and Restated Protective Covenants for the Subdivision Known and Platted as Crystal River Country Estates (Block 2) is made this 27 day of February 2024 for the purposes set forth herein.

RECITALS

- A. The Protective Covenants for the Sub-Division Known and Platted as Crystal River Country Estates were executed and recorded in the real property records of Pitkin County, Colorado, on October 23, 1968 at Reception No. 132761, Book 236, Page 940 ("Block 2 Covenants").
- B. Section 15 of the Block 2 Covenants provides that the Block 2 Covenants may be amended by a majority of the Owners.
- C. The Block 2 Covenants were amended by a majority of Owners pursuant to the First Amendment of Protective Covenants for the Sub-Division Known and Platted as Crystal River Country Estates, executed and recorded on March 2, 2016 in the real property records of Pitkin County, Colorado, at Reception No. 627455 ("First Amendment").
- D. A majority of the Owners in Crystal River Country Estates, Block 2, wish to further amend and restate the Block 2 Covenants, as set forth herein.
- E. A meeting of the Crystal River Country Estates Owners was held on February 27, 2024 for the purpose of amending and restating the Crystal River Country Estates covenants.
- F. The Owners, by a majority vote, elected to amend and restate the Block 2 Covenants as set forth herein.

WHEREFORE, the Crystal River Country Estates Property Owners Association has executed and caused to be recorded this First Amended and Restated Protective Covenants for the Subdivision Known and Platted as Crystal River Country Estates (Block 2) ("First Amended and Restated Covenants") pursuant to the procedures contained in the Covenants, the Bylaws and as set forth in the Colorado Common Interest Ownership Act.

- I. **First Amended and Restated Covenants Control.** The provisions of the First Amended and Restated Covenants shall supersede, replace, and take precedence over any provision, or provisions, of the Block 2 Covenants and the First Amendment, which are in conflict with

the First Amended and Restated Covenants.

- II. **Recitals Correct.** The undersigned hereby certifies and affirms that the statements of fact set forth above as Recitals in the First Amended and Restated Covenants are true and correct.
- III. **Amendment:** The Block 2 Covenants are hereby amended and restated as follows:

**PROTECTIVE COVENANTS FOR THE SUB-DIVISION KNOWN AND
PLATTED AS CRYSTAL RIVER COUNTRY ESTATES, BLOCK NO.2**

I. General

1. **Subdivision.** The subdivision to be affected by the First Amended and Restated Protective Covenants is that part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 9 South, Range 88 West of the Sixth Principal Meridian lying Easterly of the center of the Crystal River in Pitkin County, Colorado, as described in the plat entitled "Map of Crystal River Country Estates, Block 1," Reception No. 123734, Book 3, Page 79, March 16, 1966; plat entitled "Map of Crystal River Country Estates, Block 2," Book 3, Page 312; Protective Covenants for the Sub-Division Known and Platted as Crystal River Country Estates, Reception No. 124778, Book 221, Page 362, and Protective Covenants for the Sub-Division Known and Platted as Crystal River Country Estates, Block No. 2, Reception No. 132761, Book 236, Page 940, all as recorded in the records of Pitkin County, Colorado, and any amendments thereto ("Crystal River Country Estates").

2. Each lot within Crystal River Country Estates shall be described as a "Lot."

II. Property Owners Association

1. **Property Owners Association.** The Crystal River Country Estates Property Owners Association ("Association") has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Crystal River Country Estates subdivision. The Association shall serve as the governing body for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the common areas/common elements, the levying and collection of Assessments and other expenses and such other matters as may be provided in the Association's Bylaws, the Covenants and the Articles of Incorporation. The Association shall have all of the powers, authority and duties as may be necessary and appropriate for the management of the business and affairs of Crystal River Country Estates, including without limitation all of the powers, authority and duties provided for in the Colorado Common Interest Ownership Act and the Colorado Revised Nonprofit Corporation Act.

2. **Maintenance by the Association.** The Association shall maintain and repair the roads within Crystal River Country Estates known as Crystal Circle and Crystal Lane, including

the private bridge that connects Crystal River Country Estates to Colorado Highway 133. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement of the private bridge, roads, road base, gravel, landscaping, retaining walls, fences, gates, signs, related improvements and snow removal services.

3. Membership. There shall be one Membership in the Association for each Lot within Crystal River Country Estates.

- A. The person or persons who constitute the owner of a Lot within Crystal River Country Estates shall automatically be the holder of the Membership appurtenant to the Lot, and shall collectively be the Member of the Association with respect to that Lot ("Member" or "Owner"). Membership appurtenant to the Lot shall automatically pass with fee simple title to the Lot. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot and may not otherwise be separated from ownership of a Lot.
- B. Each Member shall be entitled to one vote in Association matters. Each Owner is subject to all the rights and duties assigned to Owners hereunder.
- C. The Association shall have the authority to:
 - i. Adopt and amend bylaws and rules and regulations;
 - ii. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from the Owners;
 - iii. Hire and terminate managing agents and other employees, agents, and independent contractors;
 - iv. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the common interest community;
 - v. Make contracts and incur liabilities;
 - vi. Regulate the use, maintenance, repair, replacement, and modification of common elements;
 - vii. Cause additional improvements to be made as part of the common elements;
 - viii. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;

- ix. Grant easements, leases, licenses, and concessions through or over the common elements;
- x. Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements;
- xi. Impose charges for late payment of assessments, recover reasonable attorneys' fees and other legal costs for collection of assessments and other actions to enforce the power of the association, regardless of whether or not suit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of the covenants, bylaws, and rules and regulations of the association.
- xii. Impose reasonable charges for the preparation and recordation of amendments to the covenants or statements of unpaid assessments;
- xiii. Provide for the indemnification of its officers and executive board and maintain directors' and officers' liability insurance;
- xiv. Exercise any other powers conferred by the covenants or bylaws;
- xv. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and
- xvi. Exercise any other powers necessary and proper for the governance and operation of the Association.

III. Property Rights and Restrictions

1. Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot other than single-family dwellings together with accessory structures and buildings convenient or necessary to such residential use which may include a private one or two car garage and fences not exceeding six (6) feet in height.

2. Buildings and Re-subdivision. Except as expressly permitted herein, the erection of more than one dwelling per Lot, or the re-subdivision of a Lot into smaller units less than one acre is prohibited.

3. Minimum Size. The ground floor area of a dwelling house on any Lot, exclusive from one-story open porches and garages, shall contain not less than five hundred square feet.

4. Architectural Control. No building shall be erected or placed on any Lot or building site until the construction plans and specifications and a plan showing the location of the

structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with sub-divided area, and with existing structures, and as to location with respect to topographical finish grade elevation. Repair and/or maintenance of an existing structure shall not require approval of the Architectural Control Committee.

5. Architectural Control Committee. The Architectural Control Committee ("ACC") shall be composed of four members of the Association appointed by the Board of Directors. The Association Vice President shall chair the ACC unless and until the ACC elects a different chair. A majority of the ACC may designate a representative to act for it. In the event of death, resignation or inability to act, of any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the members of the ACC nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC or its designated representative fails to approve or disapprove a submission within thirty days after plans and specifications have been submitted to it, the submission shall be deemed to have been approved.

6. Completion. The Owner shall complete construction of any structure within Crystal River Country Estates within one year after commencement.

7. No Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding of any description shall be used on any Lot as a residence, except on a temporary basis not exceeding one year-while construction of the dwelling is in progress.

8. Use. None of the Lots and no buildings placed thereon shall be used for business or commercial purposes. Each Lot shall be used only for residential purposes and such accessory or incidental uses thereto as may be permitted under applicable zoning regulations, consistent with the Crystal River Country Estates Covenants. No commercial activities may be conducted on any Lot except Home Occupation Uses. A "Home Occupation Use" means a commercial use conducted entirely within the residence that does not change the residential character of the dwelling; does not involve the sale or exchange of goods on site; does not increase traffic within Crystal River Country Estates; and which occupation is conducted without outdoor signs, displays or any other exterior indications.

9. Leases. Leases and/or rentals for periods of less than thirty (30) consecutive days are to follow the Pitkin County Short Term Rental (STR) rules and be licensed in the County as a STR. Prior to leasing as a STR, copy of licensure with Pitkin County to be supplied to the Association. Any violation of the tenant(s) shall be the responsibility of the Owner of the property. Each Owner shall also be responsible for all actions, conduct and any damages caused by the Owner's tenant(s).

10. Caretaker Dwelling Units. Caretaker Dwelling Units as defined by Pitkin County are permitted within Crystal River Country Estates.

11. Nuisance. No noxious or offensive conduct, or activities shall be carried on upon any Lot or in any structure thereon which may constitute a health hazard, nuisance, or annoyance within Crystal River Country Estates. No Owner, their guests, invitees, or licensees shall unreasonably interfere with the air space above any other Owner's Lot through the use of drones or otherwise.

12. Maintenance. The Owner of a Lot shall keep the Lot clean and free of rubbish and trash, and shall keep the structures on the Lot in good repair, repainting whenever necessary. The Owner of a Lot shall keep the sewage disposal system on the Lot in good repair.

13. Animals. The keeping of livestock, poultry, goats, and other domesticated animals to produce meat, eggs, milk, fur, leather, or wool for personal or commercial use within Block 2 of Crystal River Country Estates shall be prohibited.

14. Advertising. No billboards, signs, or other advertising devices of any nature shall be erected, placed, maintained or permitted upon the property in Crystal River Country Estates; provided that this restriction shall not be construed to prevent appropriate name and address signs and signs that advertise property for sale or rent insofar as it is necessary to promote the sale and development of such property.

15. Prohibition on Mining. Mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, is prohibited within Crystal River Country Estates.

16. Violations. If any Owner, or person acting by, through or under him should violate or attempt to violate any of the covenants herein stated it shall be lawful for the ACC, the Association Board or any Owner, to prosecute any suit at law or in equity to restrain and enjoin the violation of such covenants, and to recover damages for such violation, and to recover all costs and reasonable attorneys' fees and costs necessary to enforce the provisions of these covenants.

IV. Amendments

1. Amendments to the Protective Covenants for the Crystal River Country Estates (Block 2) may be prepared, executed, recorded and certified by the President of the Association. Such certification shall, in the case of an amendment requiring the approval of Owners, certify that the Association has received the requisite approvals.

V. Additional Provisions

1. Binding Effect. These covenants run with the land and shall be binding on all parties and all persons claiming under them. These covenants shall automatically extend in successive ten year periods, beginning on January 1, 2034, and shall continue to be automatically extended for successive periods of ten years, unless by vote reflected by a signed document duly recorded, of a majority of the then Owners, it is agreed to change said covenants in whole or in part.

2. Colorado Law. The First Amended and Restated Protective Covenants shall be governed by the laws of the State of Colorado.

3. Colorado Common Interest Ownership Act. Nothing herein shall subject the properties within Crystal River Country Estates or the Association to any non-mandatory provision of the Colorado Common Interest Ownership Act, Colorado Revised Statute Section 38.33.1-101, *et seq.*

4. Governmental Compliance. No use shall be made of any of the Lots which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Property and any easements thereon.

5. Severability. If any provision or any part of any provision of this Agreement shall, for any reason, be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.


IN WITNESS WHEREOF, the Association has executed this First Amended and Restated Protective Covenants on May 14, 2024.

I, the undersigned do hereby certify:

That I am the duly elected and acting President of CRYSTAL RIVER COUNTRY ESTATES PROPERTY OWNERS' ASSOCIATION, INC., a Colorado non-profit corporation, and,

That the foregoing First Amended and Restated Protective Covenants for the Subdivision Known and Platted as Crystal River Country Estates (Block 2) was duly adopted at a meeting of the Members held on 27th day of February, 2024 with Owner votes accepted through the 27th 2024 with a vote in excess of 51% of the required Votes.

In Witness Whereof, I have subscribed my name and affixed the seal of said Association this 14
day of MAY, 2024.


Angela Loughry, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY Garfield)

The foregoing First Amended and Restated Protective Covenants was sworn to and
acknowledged before me this 14th day of May 2024, by Angela Loughry, as
President of the Crystal River Property Owners Association, a Colorado nonprofit corporation.

Witness my hand and official seal.



Notary Public

My Commission expires: 2/14/28

