

When recorded, return to:
M. Craig Haase
1622 Eagle Hill Road
Gunnison, CO 81230

**THIRD AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
OF
EAGLE RIDGE RANCH**

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS OF EAGLE RIDGE RANCH is executed effective the 22nd day of September, 2001 by the Eagle Ridge Ranch Homeowner's Association (the "Association"), a Colorado non-profit corporation as follows:

1. FACTS AND PURPOSES.

1.1. The Declaration of Protective Covenants of Eagle Ridge Ranch was recorded March 16, 1994 in Book 742 at page 243 of the real property records of Gunnison County, Colorado. The first Amendment to Declaration of Protective Covenants was recorded January 19, 2000 at Reception No. 499358 of the real property records of Gunnison County, Colorado ("First Amendment"). The Second Amendment to the Declaration of Protective Covenants was recorded February 7, 2001 at Reception No. 508509 of the real property records of Gunnison County, Colorado ("Second Amendment"). The Declaration of Protective Covenants, as amended by the First and Second Amendments, are collectively referred to as the "Declaration."

1.2. The Declaration encumbers certain real property in Gunnison County, Colorado, more particularly described therein.

1.3. Pursuant to Section 13.2 of the Declaration and C.R.S. §38-33.3-302, on September 22, 2001, the members of the Association amended Section 8.6 of the Declaration by a vote of 14 out of 15 of the owners of Homesteads (the members of the Association). Said vote constituted more than 75% of all eligible votes of the Association. Attached as Exhibit A are signed copies each member's acknowledgment of such vote.

1.4. Accordingly, the Association amends the Declaration as set forth herein.

2. AMENDMENT OF SECTION 8.6 OF THE DECLARATION. Effective as of September 22, 2001, Section 8.6 of the Declaration is amended in its entirety to read as follows:

Section 8.6 Temporary Structures. A temporary structure is any travel trailer, fifth wheel trailer, recreational vehicle, or motor home not authorized for placement on a Homestead in accordance with Article 5, or approved in accordance with Article 6, or in conformance with the requirements of Article 7. A structure, foundation, mobile unit, modular structure, or other Improvement not authorized for placement on a Homestead in accordance with Article 5, or approved in accordance with Article 6, or in conformance with the requirements of Article 7, are not temporary structures under this Declaration and shall not be placed on a Homestead at any time. No temporary structure shall be permitted on any Homestead except in accordance with subsections 8.6.1 through 8.6.3.

As used in this Section, (i) a "Homestead owner" is the owner of a Homestead and includes without limitation those persons and entities affiliated with or controlled by such Homestead owner, and (ii) a "permanent structure" is one which is constructed in accordance with Articles 5, 6 and 7 and for which a Certificate of Occupancy has been issued by Gunnison County, Colorado.

8.6.1 Undeveloped Homestead. An undeveloped Homestead is one on which a permanent structure has not been constructed or on which construction of an intended permanent

structure is not underway as provided in subsection 8.6.2. On an undeveloped Homestead, a temporary structure may be placed only within the Building Envelope and for the sole purpose of facilitating the Homestead owner's decision-making process as it relates to the construction of permanent structures permitted under Articles 5, 6 and 7. Only one temporary structure may be placed on an undeveloped Homestead at any time. A Homestead owner may place a temporary structure on an undeveloped Homestead for a period not to exceed (i) thirty (30) days in any particular calendar year and (ii) a total of ninety (90) days during the period that Homestead owner owns such Homestead, whether such placement is interrupted or uninterrupted. Any such placement shall comply with such rules and regulations pertaining to temporary structures set forth in the Design Guidelines from time to time.

8.6.2 Construction Homestead. A construction Homestead is one on which construction of an intended permanent structure is underway in accordance with Articles 5, 6 and 7. On a construction Homestead, one temporary structure may be placed on the construction Homestead for the sole purpose of providing a construction office and headquarters. No such temporary structure may contain living or other quarters suitable for dwelling. The temporary structure permitted by this subsection may be placed anywhere within the Owner's Use Area after construction begins and during the time of construction, and shall be removed within thirty (30) days after the date of issuance of the Certificate of Occupancy for the permanent structure which was the subject of the construction.

8.6.3 Developed Homesteads. A developed Homestead is one on which there is a permanent structure. A temporary structure, regardless of by whom owned, may be placed on the Building Envelope of a developed Homestead for a period not to exceed a total of fourteen (14) days during a calendar year, whether such placement is interrupted or uninterrupted. Only one temporary structure may be placed on a developed Homestead at any time, excluding a temporary structure owned by the Homestead owner and completely enclosed as provided by Section 5.6.

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment to Declaration of Protective Covenants of Eagle Ridge Ranch on the date set forth below but effective as of September 22, 2001.

Dated this 23RD day of November, 2001.

EAGLE RIDGE RANCH HOMEOWNER'S ASSOCIATION, a Colorado non-profit corporation

By: Sue A. Oates
Sue A. Oates, President

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The foregoing was acknowledged before me this 23RD day of November, 2001, by Sue A. Oates, as President of Eagle Ridge Ranch Homeowner's Association, a Colorado non-profit corporation.

Witness my hand and official seal.
My commission expires: My Commission Expires: September 4, 2005

Allison D. West
Notary Public
Declar Covenants 3 Amend 102901 Ex A.wd/ERR

