

# MEMO

*Date:* October 9, 2019

*To:* File

*From:* Tim McGrady; SJVLOA

*Subject:* SJV Incorporation and Covenant Documents

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The SJVLOA ruling documents are comprised of the following items:

1. Landowners' Association Declaration (dated 5/15/74 and filed 7/1/74)
2. Protective Covenants of SJV Subdivision (dated 5/15/74 and filed 7/1/74)
3. Modification of Covenants (dated 9/8/75 and filed 9/15/75)
4. Certificate of Incorporation to SJV Landowners' Association (with associated *Articles of Incorporation*) ... dated 12/16/76 and filed 2/1/77
5. Modification of Covenants (dated 6/28/94 and filed 6/29/94)
6. Modification of Covenants (filed 9/30/02)
7. Modification of Covenants (dated 3/30/07 and filed 3/30/07) ... Road Impact Fee
8. Modifications of Covenants (dated 12/18/08 and filed 1/21/09) ... elimination of Dues "cap"
9. Modification of Covenants (dated 1/25/19 and filed 1/30/19) ... Limits on Storage Units and Mobile Recreational Trailers
10. State Mandated Policies (total eight (8); see website "sjvloa.com" for details)

PAID  
3 10.00

152594

State of Colorado )  
County of San Miguel) ss

Filed for record: July 1, 1974. Time: 4:52 P.  
and duly recorded in Book 349 Pages 700-701

Gay Cappis-Recorder  
by *Nathaniel Green* Deput

"C"

R L C INVESTMENTS, INC.  
A Delaware Corporation

To LANDOWNERS' ASSOCIATION DECLARATION

SAN JUAN VISTA SUBDIVISION  
Filing Number 1  
In San Miguel County, Colorado

THIS DECLARATION, Made this 15th day of May, 1974, by R L C INVESTMENTS, INC., a Delaware Corporation having its principal offices in Kansas City, Jackson County, Missouri, and authorized to do business in the State of Colorado, which corporation is the owner of that certain real estate described in Schedule "A" attached hereto and made a part hereof by this reference and hereinafter referred to as the "subject real estate";

WITNESSETH: That

WHEREAS, R L C INVESTMENTS, INC., is now developing the said SAN JUAN VISTA SUBDIVISION, Filing Number 1, for residential and recreational purposes;

AND WHEREAS, R L C INVESTMENTS, INC., believes that the administration of said subdivision can best be achieved through the organization of a Landowners' Association;

AND WHEREAS, R L C INVESTMENTS, INC., has adopted certain Protective Covenants with respect to said subdivision which are recorded under Reception Number 188593 in the office of the San Miguel County Clerk at Telluride, Colorado.

NOW, THEREFORE:

FIRST: This Declaration contemplates the incorporation of a corporation hereinafter referred to as the "Association" and said Association shall be organized and incorporated at the expense of R L C INVESTMENTS, INC., hereinafter referred to as the Incorporator, not later than six months after at least fifty per cent (50%) of the subject real estate has been sold by the Incorporator; and until the Certificate of Incorporation for said Association is issued by the Secretary of State of Colorado, the Incorporator, as temporary trustee, shall at its option perform any and all of the duties, powers, discretions and responsibilities authorized and granted to said Association by the terms of this Declaration or authorized and granted to said Association by the terms of the Protective Covenants hereinbefore mentioned, unless otherwise restricted by said Declaration or said Covenants.

SECOND: The Association to be established and incorporated under the terms of this Declaration shall be created for the following purposes, to wit:

A. To receive title from the Incorporator for all water rights now or subsequently owned by the Incorporator, but only to the extent the same are entitled to be used for irrigation purposes on the subject real estate; and to provide for and facilitate the administration, use and delivery of water under said water rights mentioned above for irrigation purposes only; provided however, that in the event of a conflict over the use of the 15/258ths interest of the Incorporator and its assigns in the Boyd Collins Ditch for domestic and for

irrigation purposes within the subdivision, use for domestic purposes shall have preference over use for irrigation purposes. If necessary, the Association shall provide an agency (including itself) to facilitate the administration, use and delivery of any domestic water entitled to be used and/or developed by individual landowners within the subdivision, including authority to act on behalf of said individual landowners in co-operating and dealing with authorized water official of the State of Colorado to ensure the proper and lawful exercise of said domestic water rights. Further, if authorized by the landowners of a majority of the tracts within the subdivision, the Association shall: (1) use every lawful means to explore for, acquire and develop, by appropriation, purchase and/or any other method of acquisition, water for any beneficial use within the subdivision; and (2) provide for and effect the design, installation and subsequent administration of facilities and systems of delivery for said water so acquired and developed.

B. To administer and maintain, and in the discretion of the governing board to improve, any and all roads serving San Juan Vista Subdivision, Filing Number 1, filed of record under Reception No. 188592 in the office of the San Miguel County Clerk at Telluride, Colorado; provided however, that this provision applies only to those roads within said subdivision as described on the plat thereof, as well as those roads providing access to said subdivision from that certain San Miguel County Road known as "Last Dollar Road"; and this provision is subject to any recorded restrictions with respect thereto; and the Association's responsibility with respect to any particular road shall cease if and when the same is accepted by the County of San Miguel, Colorado.

C. To engage in such other activities and business as will be beneficial to the use and enjoyment of the subject real estate by the landowners thereof, where such activities cannot be reasonably performed or provided by the landowners as individuals.

THIRD: The Association shall have the power to do all things usual and lawful to be done by a non-profit corporation and to have all of the express, implied and incidental rights and authority to carry out the objectives and powers of the Association, including particularly all of the powers accorded a corporation organized under the Colorado Non-Profit Corporation Act as the same is hereafter amended.

FOURTH: The management of the business and affairs of the Association shall vest in a Board of Directors known as its "governing board" and having a membership of at least three landowners, each of whom shall own at least one tract of the subject real estate and each of whom shall be elected to staggered three-year terms by the owners of the tracts of the subdivision with each tract being accorded one vote for this purpose. Said Board of Directors shall choose from among its own members appropriate officers to serve the corporation and shall be empowered to act by affirmative vote of a majority of its members except to the extent that action taken by the Association requires the approval of the landowners of the subject real estate; and said Board of Directors shall have the full power to adopt, amend and repeal all by-laws regarding the conduct of the business of the corporation.

**FIFTH:** In addition to the right and power of the Association to make assessments for the maintenance of platted roads within the subject Real Estate, the Association by an affirmative vote of the Landowners of at least two-thirds of the tracts included in the subject Real Estate, shall have the authority to levy and assess additional assessments to provide funds to carry on the business of the Association; provided, however, that no such assessment shall be made prior to January 1, 1975; and provided, further, that any assessment levied by the Association shall be payable within two months after written notice of said levy has been deposited in the United States Mails with postage thereon prepaid and addressed to the respective owners of the subject Real Estate at the last known address of each respective owner as listed with the Association.

Any assessment so levied shall become a lien upon said Real Estate soon as it is due and payable as set forth above and any delinquent assessment may be enforced as a lien on said Real Estate in a proceedings in any court of competent jurisdiction in Montrose County, Colorado, with the right of the Association to assess interest at the rate of ten per cent per annum on said delinquent assessment from the date of its delinquency; and the Association shall have the power to establish further provisions regarding the collection and enforcement of said liens as well as the procedures for terminating the same upon payment.

**SIXTH:** The Association shall at no time expend more money within any one year than the total amount of the assessment for that particular year or any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the Association except for contracts for utilities; it being the intention that the assessment for each year shall be applied as far as practicable toward payments of the obligation of that year and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

**SEVENTH:** The Incorporator may from time to time add such land to the Real Estate as is now or hereafter owned or approved for addition by it; provided, however, that the land so added to the Real Estate shall at that time be bound by all of the terms of this Declaration and the protective covenants hereinbefore mentioned and any future modifications thereof.

**EIGHTH:** The maintenance of all platted roads shall be the responsibility of the Association, and each of the owners of one or more tracts in the Real Estate shall be liable for an annual assessment for each tract owned by him not to exceed the reasonable and actual cost of the maintenance of said platted roads in a given calendar year divided by the number of tracts in the Real Estate; provided, however, that in no event shall said annual assessment exceed the sum of \$100.00 per tract owned by said owner; and said assessments shall not be levied prior to January 1, 1975. In the event that any tract owner shall fail to make his annual assessment as herein required, said annual assessment shall be collectable in a court of competent jurisdiction and shall become a lien upon the land of the delinquent owner.

**NINTH:** Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, the Incorporator shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments for road maintenance and to otherwise exercise the powers herein given to the Association in the same way and manner as though all of such powers and duties were herein given directly to the Incorporator;

provided, however, that the Incorporator shall not have any power to make assessments for any purposes other than road maintenance.

TENTH: The Association shall at all times observe all of the state, county and other laws and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws, shall become null and void but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and to provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration, subject, however, to the limitations of its rights to contract as provided in paragraph Sixth of this Declaration.

IN WITNESS WHEREOF, R L C INVESTMENTS, INC., has by authority of its Board of Directors caused this instrument to be executed by its Vice President and attested to by its Assistant Secretary who affixed the corporate seal hereto on the day and year first above written.

R L C INVESTMENTS, INC.  
A Delaware Corporation

*T. H. Smith*

T. H. Smith, Vice President

ATTEST:

*M. C. Rierson*

M. C. Rierson, Asst. Secretary

STATE OF MISSOURI     )  
                                  )     ss.  
COUNTY OF JACKSON    )

Be it remembered that on this 15th day of May, 1974, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came T. H. Smith, Vice President, and M. C. Rierson, Assistant Secretary of R L C INVESTMENTS, INC., a corporation duly organized and incorporated and existing under and by virtue of the laws of Delaware, and properly doing business in the State of Colorado as an authorized foreign corporation, both of whom are personally known to me to be the respective officers named, and who are personally known to me to be the same persons who executed as said officers, the within instrument of writing on behalf of said corporation, and that each of said persons only acknowledged the execution of the same to be the act and the deed of said corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal the day and year last above written.

*Blanche E. Lane*  
Notary Public

My commission expires: April 3, 1977

SCHEDULE "A"

The following is a description of the "subject real estate" which is subject to the foregoing Landowners' Association Declaration of San Juan Vista Subdivision, Filing Number 1; and said real estate is platted in that certain plat of record in the office of the San Miguel County Clerk and Recorder in Telluride, Colorado, under Reception Number 188692.

~~SYNOPSIS~~

The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, the NE $\frac{1}{4}$ , and all of the S $\frac{1}{2}$  of Section 13; all in Township 44 North, Range 10 West of the New Mexico P. M. in San Miguel County, Colorado, more particularly described as follows: Beginning at the Southeast corner of said Section 13, thence North 88°44'56" West, 5,253.09 feet, to the Southwest corner of said Section 13; thence North 1°02'39" East, 2,715.82 feet, to the West quarter corner of said Section 13; thence North 1°24'20" East, 1,317.75 feet; thence South 87°51'34" East, 2,654.16 feet; thence North 1°33'11" East, 1,317.40 feet, to the South quarter corner of said Section 12; thence South 87°51'09" East, 1,308.42 feet; thence North 1°37'31" East, 1,331.03 feet; thence South 87°29'42" East, 1,299.83 feet; thence South 1°14'57" West, 1,323.02 feet, to the Southeast corner of said Section 12; thence South 1°07'20" West, 2,634.45 feet to the East quarter corner of said Section 13; thence South 1°46'13" West, 2,634.45 feet, to the point of beginning and containing 602.44 acres, more or less.

END OF SCHEDULE

PAID  
\$ 10.00

188593

State of Colorado )  
City of San Miguel ) ss

"A"

Filed for record 1, 1974. Time: 4:11  
M. and J. recorded in Book 349 Pages  
699. Gay Cappis-Recorder

by *Kathleen J. ...* De

PROTECTIVE COVENANTS

OF

SAN JUAN VISTA SUBDIVISION

Filing Number 1

We, the undersigned, on behalf of R L C Investments, Inc., a Delaware Corporation, having its principal office in Kansas City, Jackson County, Missouri, and being duly authorized to do business in the State of Colorado, hereby declare and impose the following Protective Covenants on each and every part of the real estate described in Schedule "A" attached hereto and incorporated herein by this reference, and hereinafter referred to as the "subject real estate"; that said Protective Covenants shall run with the land and shall be binding upon all parties hereafter owning or acquiring any interest in the subject real estate; (and unless otherwise modified, altered or repealed by a written and recorded consent of the owners of at least two-thirds of the acreage of the subject property at any one time, said covenants shall be binding upon all persons claiming under them for a period of five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five years each, unless an instrument modifying or nullifying said covenants in whole or in part and bearing the signatures of the owners of a majority of the acreage of the subject property shall have been recorded in the office of the County Clerk and Recorder for San Miguel County, Colorado, prior to the end of the restricted period in which said change is adopted, and said modifications or repeal shall become effective upon the termination of said restricted period. Said Protective Covenants are as follows, to wit:

1. Pursuant to the terms of a Landowners' Association Declaration filed of record contemporaneously with the filing of these Protective Covenants, a Landowners' Association (hereinafter referred to as the "Association") shall be established to enforce these covenants and to generally manage and administer the real estate within the limits and provisions of the Declaration hereinbefore mentioned. Said Association shall be organized and incorporated at the expense of the present owner of the real estate, R L C Investments, Inc., not later than six months after

at least fifty per cent of the subject real estate has been sold by the said R L C Investments, Inc.; and until the certificate of incorporation for said Association is issued by the Secretary of State of Colorado, R L C Investments, Inc., as temporary trustee, shall at its option perform any and all of the duties, powers, discretion and responsibilities authorized and granted to said Association by the terms of the Declaration hereinbefore mentioned, or authorized and granted to said Association by the terms of these Protective Covenants, unless otherwise restricted by said Declaration or by said Covenants.

2. The subject real estate shall be divided into 82 tracts as more particularly set out and described on that certain plat of record under Reception Number 188592 in the office of the San Miguel County Clerk at Telluride, Colorado, and no tract so outlined and described on said plat shall be subdivided, resubdivided or partitioned in any other way by sale, mortgage, lease, court order or otherwise during the duration of these Protective Covenants, without written approval of R L C Investments, Inc.

3. All tracts of the subject real estate shall be developed and used for residential and recreational purposes only; and in this regard only single family dwellings together with outbuildings and other structures incidental to residential use, shall be constructed on the separate tracts of the subject real estate; provided, however, that no fences, improvements or other structures, except ditches and underground pipelines, shall be constructed or permitted within any of the following areas: (1) within designated boundaries delineated on the plat hereinbefore mentioned as "Open Easement or Hazardous Areas"; (2) in areas where the slope of the land is greater than thirty per cent; (3) in areas delineated as water sources for fire protection; (4) in any area designated on said plat as an easement or (5) within twenty-five feet of the boundary line of any tract. All improvements and structures placed or constructed upon any tract in the subject real estate shall be of good quality of workmanship and materials and shall be completed with reasonable diligence after the commencement of said improvement or structure.

4. No mobile home, house trailer or other mobile living unit shall be parked, placed, erected or altered, and occupied, either temporarily or permanently upon any tract of the subject real estate without prior written consent of the governing board of the Association; and any mobile homes, house trailer or other mobile living units permitted to be placed and occupied upon the subject real estate shall conform to the regulations of San Miguel County, Colorado.

5. The cutting and clearing of trees on the subject real estate shall be permitted so long as such cutting and clearing conform to good forestry practice as determined by the Association or its authorized technical representative; and provided further, that the owner of the tract on which the trees are to be cut, or his authorized agent, first obtains the written consent of the governing board of the Association before such cutting and clearing commence.

6. Each tract and the improvements thereon shall be maintained by the respective owner in good condition and neat appearance and no condition shall be permitted to exist upon any tract which in the discretion of the governing board of the Association presents a hazard to the health, safety or welfare of the owners or occupants of said tract or other tracts within the subdivision.

7. All easements within the subdivision for utilities, roads and other purposes shall exist only to the extent that the same are noted on the plat hereinbefore mentioned, or are later created by recorded conveyance.

8. As each tract of the subdivision is developed by the purchaser thereof, said purchaser, his heirs and assigns, shall



be responsible for paying the expenses of installing and hooking up utility services for use on his respective tract, and any sewage system to be established and used on any tract shall be designed by a professional engineer registered in the State of Colorado, and said system must be approved by the local board of health having jurisdiction over the subject real estate.

9. The undersigned corporation represents that it has acquired a 15/258ths interest in the Boyd Collins Ditch, also known as the Leopard Creek Ditch, the decree for which was originally designated as Priority No. 54 in former Water District No. 60; and the undersigned has made application to the Water Court of Water Division No. 4 of Colorado for change of water right to permit the use of said interest for domestic purposes as well as irrigation use, and to permit its diversion at points on the subject real estate in addition to its historic point of diversion. The undersigned corporation hereby covenants to pursue said application to conclusion, and agrees that upon its sale of any tract within the subdivision it shall convey to the purchaser by warranty deed an undivided 1/82 interest in said water right for domestic purposes and shall assign a right under the decree for which said application has been made to request said Water Court to direct the State Engineer of Colorado to issue a permit to drill an "in-house" well upon said tract at the expense of said purchaser to provide domestic water for use on said tract. Should any conflict arise between those desiring to use said interest in the Boyd Collins Ditch for domestic purposes and others seeking to use said interest for irrigation purposes, use for domestic purposes shall be given preference over use for irrigation purposes.

10. The governing board of the Association, unless otherwise specified, shall have the power to conduct any action required of the Association in implementing and enforcing these Protective Covenants; and in the exercise of its reasonable discretion, shall have the power to grant variances from the restrictions imposed by these Protective Covenants upon a showing by an owner of undue hardship to him or compelling public or private necessity which will not unreasonably injure or prejudice the rights and privileges of the owners of any other tract or tracts within the subject real estate.

11. The Association as well as any owner of any tract within the subject real estate, shall have the right to enforce these covenants by maintaining an action at law or in equity against any person or persons violating or attempting to violate any protective covenant herein by seeking either to enjoin said covenant or to restrain said violation or to recover damages for the violation thereof or both injunctive relief and the recovery of damages; and any person who is judicially determined to be guilty of violating or attempting to violate any of the protective covenants herein set out, shall, in addition to other sanctions imposed by the court, pay all costs including a reasonable attorney's fee incurred for the enforcement of these covenants; provided, however, that no director or officer of the Association shall be subject to any liability or civil action for any failure on his part to carry out the responsibilities of the Association under the provisions of these Protective Covenants, unless such failure was occasioned by his willful misconduct.

12. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions or covenants herein stated, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their

signatures on behalf of R L C INVESTMENTS, INC., on this

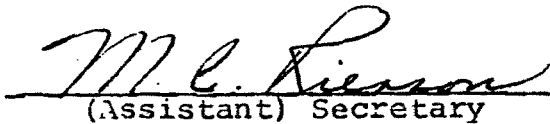
15th day of May, A. D. 1974.

R L C INVESTMENTS, INC.,  
A Delaware Corporation



(Vice President)

ATTEST:



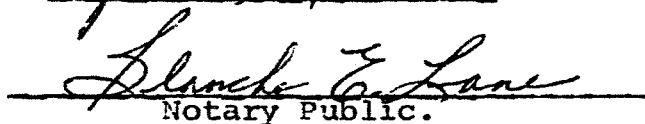
(Assistant) Secretary

STATE OF MISSOURI     )  
                              )     ss.  
COUNTY OF JACKSON    )

The foregoing Protective Covenants were acknowledged before me this 15th day of May, A. D. 1974, by T. H. Smith, (Vice) President, and M. C. Rierson, (Assistant Secretary, of R L C INVESTMENTS, INC., a Delaware Corporation.

WITNESS my hand and official seal.

My commission expires: April 3, 1977



Notary Public.

SCHEDULE "A"

The following is a description of the "Subject Real Estate" which is the subject of the foregoing Protective Covenants of San Juan Vista Subdivision, Filing Number 1:

S $\frac{1}{2}$ NW $\frac{1}{4}$

The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, the NE $\frac{1}{4}$ , and all of the S $\frac{1}{4}$  of Section 13; all in Township 44 North, Range 10 West of the New Mexico P. M. in San Miguel County, Colorado, more particularly described as follows: Beginning at the Southeast corner of said Section 13, thence North 88°44'56" West, 5,253.09 feet, to the Southwest corner of said Section 13; thence North 1°02'39" East, 2,715.82 feet, to the West quarter corner of said Section 13; thence North 1°24'20" East, 1,317.75 feet; thence South 87°51'34" East, 2,654.16 feet; thence North 1°33'11" East, 1,317.40 feet, to the South quarter corner of said Section 12; thence South 87°51'09" East, 1,308.42 feet; thence North 1°37'31" East, 1,331.03 feet; thence South 87°29'42" East, 1,299.83 feet; thence South 1°14'57" West, 1,323.02 feet, to the Southeast corner of said Section 12; thence South 1°07'20" West, 2,634.45 feet to the East quarter corner of said Section 13; thence South 1°46'13" West, 2,634.45 feet, to the point of beginning and containing 602.44 acres, more or less.

END OF SCHEDULE

132465

PAID \$ 4.00

nty of San Miguel)

A.M. and July recorded in Book 354 Pages-

339-340.

Gay Cappis-Recorder

by *Patricia Ann* DeputyMODIFICATION OF PROTECTIVE COVENANTS

3

THIS DECLARATION, made on this Eighth day of September 1975, by R L C INVESTMENTS, INC., a Delaware Corporation, WITNESSETH: That

WHEREAS, R L C INVESTMENTS, INC. is the owner of all SAN JUAN VISTA SUBDIVISION, Filing Number 1, as amended, of San Miguel County, Colorado, except tracts numbered 4, 5, 13, 14, 24, 25, 32, 50, 53, 54, 55, 56, 57, 58 and 59 and

WHEREAS, the above described real estate is subject to those Protective Covenants which are recorded in the Office of the Recorder, San Miguel County, Colorado, in Book 349, page 695-699 as document number 188593, and

WHEREAS, it is provided in said Covenants that the owners of at least 2/3 of the acreage of subject property may at any one time modify, alter or repeal said Covenants, and

WHEREAS, RLC Investments, Inc. is the owner of more than 2/3 of said acreage and desires to modify numbered paragraphs three (3) and four (4) of said Covenants.

NOW THEREFORE, pursuant to its right so to do as stated in the aforementioned Protective Covenants, RLC INVESTMENTS, INC. does hereby modify and alter paragraphs three and four to read as follows:

3. All tracts of the subject real estate shall be developed and used for residential and recreational purposes only, including the keeping of livestock for basically non-commercial purposes, so long as no animal shall be confined other than for grazing nearer than 75 feet from any property line. Only single family dwellings together with outbuildings, incidental thereto, shall be constructed; provided that no structures, except roads, ditches, fences and underground utilities, shall be constructed or maintained within any of the following areas without approval of the San Miguel County Building Inspector:
  - a. Within designated boundaries delineated on the plat hereinbefore mentioned as "Open Easement or Hazardous Areas", which shall mean areas to be left open, but not an easement for general association or public use;
  - b. Within areas where the slope of the land is greater than thirty per cent;
  - c. Within areas delineated as water sources for fire protection;
  - d. Within any area designated on said plat as an easement;
  - e. Within twenty-five feet of the boundary line of any tract.

All improvements and structures placed or constructed upon any tract in the subject real estate shall be of good quality of workmanship and materials and shall be completed with reasonable diligence after the commencement of said improvement or structure.

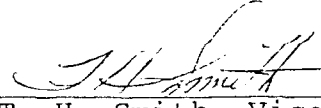
4. Paragraph four (4) of said Protective Covenants shall be


-2-

and the same is hereby modified by adding thereto the following provision:

Pickup and trailer campers and tents may be used or maintained for recreational and occasional use, but shall not be used or maintained as permanent or primary residences.

R L C INVESTMENTS, INC.

  
T. H. Smith, Vice President

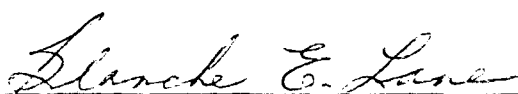
  
M. C. Rierson, Asst. Secretary

STATE OF MISSOURI

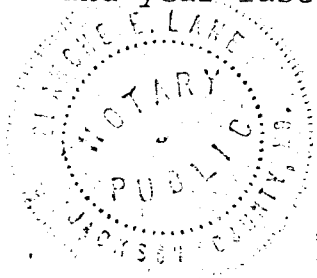
COUNTY OF JACKSON

On this Eighth day of September, 1975, before me appeared T. H. Smith and M. C. Rierson, to me personally known, who being by me duly sworn, did say that they are the Vice President and Asst. Secty. respectively of RLC INVESTMENTS, INC., a Delaware Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said T. H. Smith and M. C. Rierson acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri the day and year last above written.

  
Notary Public within and for said  
County and State

My Commission Expires April 3, 1977



Filed for record: February 1, 1977. Time: 10:30 A.M. and duly recorded in  
Book 363 Pages 23-29.

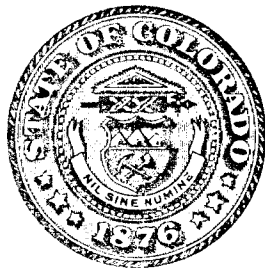
PAID \$ 14.00

Gay Cappis-Recorder  
by *Katherine Gu* Deputy,

DC-1-NP  
(Rev. 3/76)



DEPARTMENT OF  
STATE



NONPROFIT  
CERTIFICATE OF  
INCORPORATION

*I, MARY ESTILL BUCHANAN,*

*Secretary of State of the State of Colorado, hereby certify that  
pursuant to the provisions of the Colorado Nonprofit Corporation Act,  
Articles of Incorporation were delivered to this office, found to conform  
to law, and filed in this office.*

*Accordingly the undersigned, by virtue of the authority vested in me by law, hereby  
issues this Certificate of Incorporation of*

---SAN JUAN VISTA LANDOWNERS' ASSOCIATION, INC.---

(A COLORADO NONPROFIT CORPORATION)

*Dated this* ---Sixteenth--- *day of* ---December---, *A. D.* 19 76.



*Mary Estill Buchanan*

SECRETARY OF STATE

FILED

ARTICLES OF INCORPORATION

16 DEC '76

OF

SAN JUAN VISTA LANDOWNERS' ASSOCIATION, INC.

STATE OF COLORADO  
DEPT. OF STATE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned have associated themselves together to establish a non-profit corporation pursuant to the Colorado Non-Profit Corporation Act and due hereby certify:

ARTICLE I

Name

The name of this corporation shall be:

SAN JUAN VISTA LANDOWNERS' ASSOCIATION, INC.

ARTICLE II

Duration

The corporation shall have perpetual existence.

ARTICLE III

Purposes

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

I. To promote the health, safety, and welfare of the residents and owners of property within San Juan Vista Subdivision, Filing Number 1, in San Miguel County, Colorado.

II. To enforce the protective covenants of San Juan Vista Subdivision, Filing Number 1, bearing reception number 188593 in San Miguel County, Colorado, and the modification of protective covenants bearing reception number 192465 in San Miguel County, Colorado, and to generally manage and administer the real estate within the limits and provisions of the said declaration as modified or amended.

III. To maintain any action at law or in equity against any person or persons violating or attempting to violate any protective covenant.

IV. To receive title to water rights, land or other property to the extent the same are entitled to be used for irrigation purposes on the

real estate contained in the San Juan Vista Subdivision, Filing Number 1, and to provide for and facilitate the administration, use and delivery of water under said water rights for irrigation purposes.

V. To provide an agency (including itself) to facilitate the administration, use and delivery of any domestic water entitled to be used and/or developed by individual landowners within the subdivision, including authority to act on behalf of said individual landowners in cooperating and dealing with authorized water officials of the State of Colorado to insure the proper and lawful exercise of said domestic water rights, if necessary.

VI. To administer and maintain, and in the discretion of the Board of Directors, to improve, any and all roads serving San Juan Vista Subdivision, Filing Number 1, as shown in the records of the Clerk and Recorder of San Miguel County, Colorado; provided however, that this provision applies to those roads within said subdivision as described on the plat thereof, as well as those roads providing access to said subdivision from that certain San Miguel County road known as "Last Dollar Road"; and this provision is subject to any recorded restrictions with respect thereto shown in the records of the Clerk and Recorder of San Miguel County, Colorado, and the association's power and responsibility thereto will cease with the respect to any particular road if and when the same is accepted by the County of San Miguel, Colorado.

VII. To engage in such other activities and business as will be beneficial to the use and enjoyment of the owners of the property within the said San Juan Vista Subdivision, Filing Number 1, where such activities cannot be reasonably performed or provided by the land owners as individuals.

VIII. To pay taxes, if any, on the common properties and facilities.

#### ARTICLE IV

##### Powers

The corporation shall have and may exercise the power to do all things usual and lawful to be done by a non-profit corporation and to have all of the express, implied and incidental rights and authority to carry out the objectives and powers of the corporation, including particularly all of the powers accorded a corporation organized under the Colorado



Non-Profit Corporation Act as the same is hereafter amended.

## ARTICLE V

### Board of Directors

A. The affairs of the corporation shall be managed by a Board of Directors.

B. The Board of Directors shall consist of at least three (3) landowners, each of whom shall own at least one tract of the subject real estate within said subdivision, and each of whom shall be elected to staggered three (3) year terms by the owners of the tracts of the subdivision, with each tract being accorded one vote for this purpose.

C. The three members constituting the initial Board of Directors who shall hold office only until the first annual election of directors or until the organization meeting of the corporation, which ever first occurs are:

Victor T. Roushar	144 S. Uncompahgre Ave., Montrose, CO., 81401
Norman McCain	612 W. 47th St., Kansas City, MO., 64112
Thomas H. Smith	612 W. 47th St., Kansas City, MO., 64112

The Board of Directors shall choose from among its members appropriate officers to serve the corporation and shall be empowered to act by affirmative vote of the majority of its members except to the extent that action taken by the corporation requires the approval of the landowners of the subject real estate; and said Board of Directors shall have the full power to adopt, amend and repeal all by-laws regarding the conduct of the business of the corporation.

## ARTICLE VI

### Membership

A. The owner of each lot in San Juan Vista Subdivision, Filing Number 1, upon becoming such owner, shall be entitled and required to be a member of the corporation and shall remain a member of the corporation for the period of ownership of the lot.

B. The terms and conditions of membership shall be as set forth in the Articles of Incorporation and By-Laws of this corporation.

C. There shall be one class of members. The corporation may issue a certificate evidencing membership therein.

## ARTICLE VII

### Assessments

The corporation shall have the right and power to make assessments for the maintenance of platted roads within the subject real estate and, the corporation by an affirmative vote of the landowners of at least two-thirds (2/3) of the tracts included in the subdivision, shall have the authority to levy and assess additional assessments to provide funds to carry on the business of the corporation; provided, however, that any assessment levied by the corporation shall be payable within two (2) months after written notice of said levy have been deposited in the United States Mails with postage thereon prepaid and addressed to the respective owners of the subject real estate at the last known address of each respective owner as listed with the corporation.

Any assessments so levied shall become a lien upon the real estate as set forth in the landowners association declaration and shall be enforceable by the corporation in an action of foreclosure in a Court of competent jurisdiction.

## ARTICLE VIII

### Limitation on Expenses

The corporation shall at no time expend more money within any one year than the total amount of the assessment for that particular year or any surplus which may be on hand from previous assessments; nor shall the corporation enter into any contract or whatever binding the assessment of any future year to pay for any such obligation, and no such contract shall be valid or enforceable against the corporation, except for contracts for utilities; it being the intention that the assessment for each year shall be applied as far as practicable toward payments of the obligation of that year and the corporation shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

## ARTICLE IX

### Additional Memberships

In the event that additional filings are made to said San Juan Vista Subdivision in San Miguel County, Colorado, then in that event the owners of the tracts therein contained shall automatically become members

entitled to all the rights and privileges associated or connected with being a member in this corporation.

#### ARTICLE X

##### Platted Roads

The maintenance of all platted roads shall be the responsibility of the corporation, and each of the owners of one or more tracts of real estate shall be liable for an annual assessment for each tract owned by him, her or it, not to exceed the reasonable and actual costs of the maintenance of said platted roads in a given calendar year divided by the number of tracts of real estate; provided, however, that in no event shall the annual assessment exceed the sum of One Hundred Dollars (\$100.00), per tract owned by said owner. In the event that any tract owner shall fail to make his annual assessment, the assessment shall be collectable in a Court of competent jurisdiction and shall become a lien upon the land of the delinquent owner and the corporation shall have the power to collect the same.

#### ARTICLE XI

##### Registered Office and Agent

A. The address of the initial registered office of the corporation is to-wit:

SAN JUAN VISTA LANDOWNERS' ASSOCIATION, INC.

144 South Uncompahgre Avenue  
Montrose, Colorado 81401

B. The name of its initial registered agent at such address is to-wit:

Victor T. Roushar

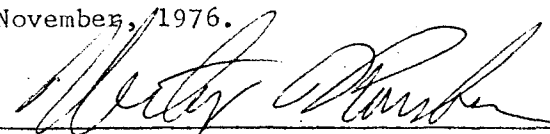
#### ARTICLE XII

##### Incorporators

The name and address of each incorporator is:

Victor T. Roushar	144 S. Uncompahgre Ave., Montrose, CO., 81401
Norman McCain	612 W. 47th St., Kansas City, MO., 64112
Thomas H. Smith	612 W. 47th St., Kansas City, MO., 64112

Executed this 24th day of November, 1976.

  
Victor T. Roushar

Norman McCain  
Norman McCain

Thomas H. Smith  
Thomas H. Smith

STATE OF COLORADO    )  
                              )    ss.  
COUNTY OF MONTROSE    )

The foregoing instrument was acknowledged before me this 10th day of December, 1976, by Victor T. Roushar, Norman McCain and Thomas H. Smith, who being by me first duly sworn, severally declare that they are the persons who signed the foregoing instrument as incorporators and that the statements therein contained are true to the best of their own knowledge, information and belief.

Witness my hand and official seal.

My commission expires:    12/05/78.

Shirley S. Middleton  
Notary Public

(SEAL)

MODIFICATION OF PROTECTIVE COVENANTS  
of  
SAN JUAN VISTA SUBDIVISION FILING# 1

THIS DECLARATION made on this 28 day of June, 1994, on behalf of the San Juan Vista Landowners' Association, and the owners of a majority of the acreage of San Juan Vista Subdivision, Filing # 1.

WHEREAS, the San Juan Vista Landowners' Association ("Association") was created pursuant to the Landowners' Association Declaration recorded in the office of the Recorder, San Miguel County, Colorado, in Book 349, pages 700-704, and, as such, represents the interests of all property owners in the San Juan Vista Subdivision, Filing # 1. Pursuant to the terms of that Landowners' Association Declaration, the Association is authorized to engage in activities and business beneficial to the use and enjoyment of the subject real property which cannot be reasonably performed by the Landowners as individuals, Landowners' Association Declaration, Paragraph 2.C..

WHEREAS, the real estate included in San Juan Vista Subdivision, Filing # 1, is subject to Protective Covenants which are recorded at the office of the Recorder, San Miguel County, Colorado, in Book 349, pages 695-699 ("Covenants"). Those Covenants were modified in 1975. Those modifications are recorded at the office of the Recorder, San Miguel County, Colorado, in Book 354, pages 339-340 ("Modifications").

WHEREAS, it is provided in those Covenants that "said Covenants shall be binding upon all persons claiming under them for a period of five years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of five years each, unless an instrument modifying or nullifying said Covenants in whole or in part and bearing the signatures of the owners of a majority of the acreage of the subject property shall have been recorded in the office of the County Clerk and Recorder for San Miguel County, Colorado, prior to the end of the restricted period in which said change is adopted, and said modifications or repeal shall become effective upon the termination of said restrictive period."

WHEREAS, these Covenants were first recorded on July 1, 1974, and pursuant to their terms, automatically renewed on July 1, 1979, July 1, 1984, and July 1, 1989,

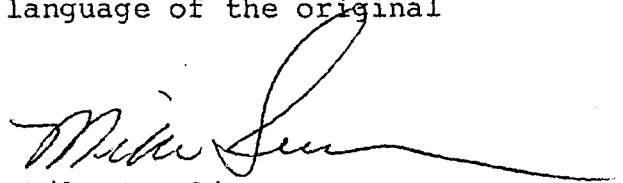
WHEREAS, the current restrictive period will end on July 1, 1994.

NOW THEREFORE, pursuant to the power vested in the owners of a majority of the acreage of the subject property, those owners modify Article 4 of the Protective Covenants to read, in its entirety, as follows:

(A) No temporary house, tent, mobile home, trailer or modular home shall be erected or placed upon any lot, except that a trailer or mobile home or similar vehicle may be parked on the property for a period not to exceed twelve (12) months during the construction of a permanent residence, and except that a motor home or recreational vehicles or tent may be parked or placed for temporary occupancy for not more than thirty (30) consecutive days, not more than three (3) times in any calendar year for use by the owner until a permanent residence is built and except that this limitation shall not prevent a recreational vehicle from being stored on the premises after a permanent building is constructed and occupied for residence purposes.

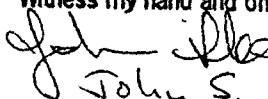
(B) No temporary or permanent shed roof or tarp may be installed over or attached to any of the above described vehicles at any time, except that owners or occupants of permanent residences which have attached or detached enclosed garages may store travel trailer or recreational vehicles within said structures provided that such unit is not occupied in violation of these covenants.

This modification supercedes both the language of the original Covenants and the 1975 Modifications.

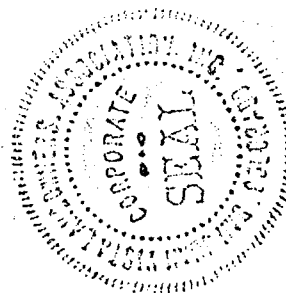
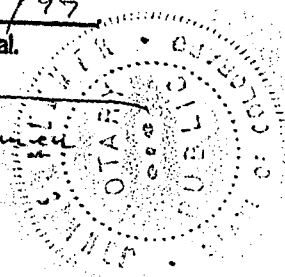


Mike Geeslin  
President  
San Juan Vista Landowners'  
Association

State of Colorado, County of Adams  
Subscribed and sworn to before me this 28<sup>th</sup>  
day of JUNE, 1994  
My commission expires 4/17/97  
Witness my hand and official seal.



John S. Kummer



**MODIFICATION OF THE PROTECTIVE COVENANTS OF  
SAN JUAN VISTA SUBDIVISION, FILING NO. 1,  
SAN MIGUEL COUNTY, COLORADO**

1. The undersigned are the owners of at least 2/3 of the acreage of the property constituting the San Juan Vista Subdivision, Filing No. 1, San Miguel County, Colorado, as the same is shown on the plat of record in the Office of the San Miguel County Clerk and Recorder, Reception No. 188592.
2. The referenced real property within said subdivision is subject to certain Protective Covenants which are recorded in Book 349 at Pages 695 – 699, and modified by instrument recorded in Book 354 at Pages 339 – 340 in the Office of the San Miguel County Clerk and Recorder.
3. These referenced Protective Covenants provide, by their express terms, that they may be “modified, altered or repealed by a written and recorded consent of the owners of at least 2/3 of the acreage of the subject property ....”
4. The aforementioned Protective Covenants are hereby modified as follows:

Paragraph 3 of the Protective Covenants, as previously modified, is further modified to read in its entirety as follows:

“3. All tracts of the subject real estate shall be developed and used for residential and recreational purposes only, including the keeping of livestock for non-commercial purposes, so long as no animal shall be confined other than for grazing nearer than seventy-five (75) feet from any property line. As used herein, “recreational purposes” shall not include hunting in any form and hunting in any form shall be prohibited within the boundaries of San Juan Vista Subdivision, Filing No. 1. Only single family dwellings together with outbuildings, incidental thereto, shall be constructed, provided however, that no structure, except roads, ditches, fences and underground utilities, shall be constructed or maintained within any of the following areas without approval of the San Miguel County Building Inspector:

a. Within designated boundaries delineated on the plat hereinabove mentioned as “Open Easement or Hazardous Areas,” which shall mean areas to be left open, but not an easement for general association or public use;

b. Within areas where the slope of the land is greater than thirty percent (30%).

c. Within areas delineated as water sources for fire protection;

d. Within any area designated on said plat as an easement;

e. Within twenty-five (25) feet of the boundary line of any tract.

All improvements and structures placed or constructed upon any tract in the subject real estate shall be of good quality workmanship and materials, and shall be completed with reasonable

diligence after the commencement of construction of said improvement or structure. All driveways constructed upon any tract shall have a minimum ten (10) inch culvert, unless a written waiver therefore is granted by the Road Committee of the Association. All generators used to generate electricity for home use shall be enclosed in a building with four walls and a roof."

A new Paragraph 13 shall be added to the Protective Covenants which shall read in its entirety as follows:

13. The covenants, conditions, and restrictions created and established in this instrument may be modified, altered or repealed upon compliance with the following procedure:

a. The Association, by action as authorized by its Articles of Incorporation or Bylaws, shall notify each owner of a lot within San Juan Vista Subdivision, Filing No. 1, a notice of the proposed modification, alteration or repeal. Such notice shall be sent to the last known address of the owner as reflected on records of the Association by certified mail, return receipt requested. Attached to or included within each notice shall be a space whereby each owner may indicate his or her approval or disapproval of the proposed modification, alteration or repeal and return such indication to the Association. Also included shall be a notice that failure to respond to the notice of proposed modification, alteration or repeal within thirty (30) days of its mailing shall be deemed to indicate the non-responding owner's approval of the proposed modification, alteration or repeal.

b. If a majority of the lot owners either approve the proposed modification, alteration or repeal, or are deemed to approve same in accordance with subparagraph a of this Paragraph 13, the Association by and through its Board of Directors shall cause such modification, alteration or repeal to be recorded in the public records of San Miguel County, Colorado, such recordation to include a certification by the Association of compliance with the provisions of this Paragraph 13.

c. Upon recordation of the modification, alteration or repeal of these Protective Covenants, along with the certification of the Association as provided in subparagraph b hereof, such modification, alteration or repeal shall immediately take effect.

To the effect that the provisions of this Paragraph 13 are inconsistent with any other provisions of these Protective Covenants, the provisions of this Paragraph 13 shall govern.

*[SIGNATURE PROVISIONS CONTINUE ON NEXT PAGE(S)]*



Elizabeth Bailis, President SJV LANDOWNERS Assoc



**MODIFICATION OF THE PROTECTIVE COVENANTS OF SAN JUAN VISTA SUBDIVISION,  
FILING NO. 1, SAN MIGUEL COUNTY, COLORADO**

WHEREAS, the property constituting the San Juan Subdivision, Filing No. 1, San Miguel County, Colorado, as the same is shown on the plat of record in the Office of the San Miguel County Clerk and Recorder, Reception No. 188592 is subject to certain Protective Covenants which are recorded in Book 349 at Pages 695 – 699, and as modified by instrument recorded in Book 354 at Pages 339 – 340, and as further modified by instrument recorded at Reception No. 351926, all in the Office of the San Miguel County Clerk and Recorder (the "Protective Covenants"); and,

WHEREAS, Paragraph 13 of the Protective Covenants provides for a process for modifying, altering and repealing the Protective Covenants; and,

WHEREAS, the San Juan Vista Landowners Association, Inc., by and through its Board of Directors, hereby certifies that it, by action authorized by its Articles of Incorporation or Bylaws, has complied with the provisions for modification of the Protective Covenants as set out in Paragraph 13.

NOW, THEREFORE, the Protective Covenants are hereby modified as follows:

1. A new Paragraph 14 shall be added to the Protective Covenants which shall read in its entirety as follows:

*14. Prior to the issuance of any building permit from San Miguel County, Colorado, a Lot Owner shall pay to the Association a Road Impact Fee which shall be equal to \$1.00 per square foot for any new construction encompassed by said building permit. All funds received by the Association pursuant to this Paragraph shall be utilized by the Association in the improvement, repair and maintenance of all platted roads within San Juan Vista, Filing No. 1.*

Done this 30 day of MARCH, 2007.

San Juan Vista Landowners Association, Inc.

By: Christine McGRADY, Secretary

**ACKNOWLEDGEMENT**

STATE OF COLORADO )  
COUNTY OF San Miguel ) ss.

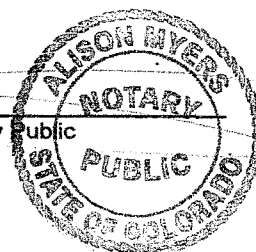
The foregoing document was acknowledged before me this 30 day of MARCH, 2007, by Alison Myers as Secretary of San Juan Vista Landowners Association, Inc.

Witness my hand and official seal.

My commission expires My Commission Expires 07/28/2010

(SEAL)

Notary Public



(f)

San Miguel County Clerk  
PO Box 548  
Telluride, CO 81435

January 12, 2009

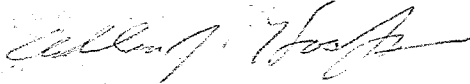
To whom it may concern,

Please consider this letter as certification that the membership of San Juan Vista Landowners Association voted by majority, two-thirds of the tracts to approve the following modification, dated December 18<sup>th</sup>, 2008 to Article X (Platted Roads) of our Articles of Incorporation.

Please record this modification in the appropriate manner.

Sincerely,

Allen J Hooper



Secretary

San Juan Vista Landowners Association  
PO Box 71  
Ridgway, CO 81432

Enclosures:

Modification of Article X

Notarized letter verifying signature of Richard Ames

Self addressed, stamped envelope

Check of sixteen dollars for filing cost /fees



Jan R. Vaughan  
1/14/09

**MODIFICATION OF THE ARTICLES OF INCORPORATION  
OF SAN JUAN VISTA LANDOWNERS' ASSOCIATION, INC.**

WHEREAS, San Juan Vista Landowners' Association, Inc. is a Colorado Non-Profit Corporation which is charged with the duty, inter alia, to administer and maintain and in the discretion of the Board of Directors, to improve any and all roads serving San Juan Vista Subdivision, Filing No. 1, and further to conduct any and all business which may be beneficial to the subdivision; and

WHEREAS, ARTICLE X, Platted Road, limits the annual assessment such that in no event shall the annual assessment exceed the sum of One Hundred Dollars (\$100.00) per tract owned by owner; and

WHEREAS, the San Juan Vista Landowners' Association, Inc., by and through its Board of Directors has the authority to modify these Articles of Incorporation with the approval of two-thirds of the tracts; and

WHEREAS, the San Juan Vista Landowners, by and through its Board of Directors, desire to remove the original annual assessment limit in these Articles of Incorporation.

NOW THEREFORE, the Articles of Incorporation are hereby modified as follows:


1. Article X is deleted in its entirety and in lieu thereof, the following replacement Article X is added:

**ARTICLE X**  
**Platted Roads**

The maintenance of all platted roads shall be the responsibility of the corporation, and each of the owners of one or more tracts of real estate shall be liable for an annual assessment for each tract owned by him, her or it, not to exceed the reasonable and actual costs of the maintenance of said platted roads in a given calendar year divided by the number of tracts of real estate multiplied by the number of tracts owned by said owner. In the event that any tract owner shall fail to make his annual assessment, the assessment shall be collectable in the Court of competent jurisdiction and shall become a lien upon the land of the delinquent owner and the corporation shall have the power to collect the same.

Done this 18<sup>th</sup> day of December, 2008.

San Juan Vista Landowners' Association, Inc.

By:   
President

**[ACKNOWLEDGEMENT]**

State of California           )  
County of \_\_\_\_\_ )

The foregoing document was acknowledged before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, President of San Juan Vista Landowners' Association, Inc.

WITNESS my hand and official seal.

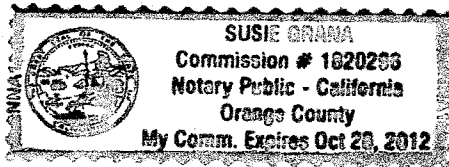
My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

- See Next Page -

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of OrangeOn 12/18/08 before me, Susie Grana, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Richard R. Ames  
Name(s) of Signer(s)☒ personally known to me☒ (or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Susie Grana  
Signature of Notary Public**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**Title or Type of Document: MODIFICATION OF THE ARTICLES OF INCORPORATION  
OF SAN JUAN VISTA LANDOWNERS ASSOCIATIONDocument Date: 18 DEC 2008 Number of Pages: 1Signer(s) Other Than Named Above: NONE**Capacity(ies) Claimed by Signer(s)**Signer's Name: RICHARD R. AMES

- ☐ Individual  
☒ Corporate Officer — Title(s): PRESIDENT  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

SJVLA**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

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**MODIFICATION OF THE PROTECTIVE COVENANTS OF SAN JUAN VISTA  
SUBDIVISION, FILING NO. 1, SAN MIGUEL COUNTY, COLORADO**

**WHEREAS**, the property constituting the San Juan Vista Subdivision, Filing No. 1, San Miguel County, Colorado, as the same is shown on the plat of record in the Office of the San Miguel County Clerk and Recorder, Reception No. 188592, is subject to certain Protective Covenants which are recorded in Book 349 at Pages 695 – 699, and as modified by instrument recorded in Book 354 at Pages 339 – 340, and as further modified by instrument recorded at Reception No. 293141, and as further modified by instrument recorded at Reception No. 351926, and as further modified by instrument recorded at Reception No. 391578, and as further modified by instrument recorded at Reception No. 405462, all in the Office of the San Miguel County Clerk and Recorder (the “Protective Covenants”); and,

**WHEREAS**, the Protective Covenants provide for a process for modifying, altering and repealing the Protective Covenants, upon the approval of a majority of all lot owners, as set out in Paragraph 13 therein and upon the certification of the Association as to compliance with said Paragraph 13; and,

**WHEREAS**, the San Juan Vista Landowners Association, Inc., by and through its Board of Directors, hereby certifies that, by action authorized by its Articles of Incorporation or Bylaws, it has complied with the provisions for modification of the Protective Covenants.

**NOW, THEREFORE**, pursuant to the power vested in the said owners of a majority of all lots within the subject property, those owners modify Paragraph 4 of the Protective Covenants to read, in its entirety, as follows:

4. *No temporary house, modular home, mobile home, mobile recreational shelter (including, but not limited to, a motor home, camper, camping trailer), tent (used either for shelter or storage), or mobile storage unit (eg., a large metal storage container) shall be erected or placed upon any lot, except:*
  - A. *That a mobile recreational shelter, or tent may be temporarily placed upon an undeveloped or developed lot between April 15 and Nov 1 for no more than thirty (30) consecutive days, not more than two times in a calendar year, with a minimum of 14 days between occasions;*
  - B. *That a mobile recreational shelter, or mobile storage unit may be stored on a developed lot, defined herein as a lot with a San Miguel County permitted residential structure, beyond the dates as provided in sub-paragraph A above, provided that:*
    1. *Said mobile recreational shelter or mobile storage unit may not be utilized for human occupation; and,*
    2. *Said mobile recreational shelter or mobile storage unit shall not be visible at any time of year from San Juan Vista roads and is not visible to adjacent lots, by use of geography, natural vegetation, or architectural screening, or by placement of said mobile recreational shelter or mobile storage unit within an attached or detached*



fully enclosed structure erected in compliance with San Miguel County regulations. "Visibility" of a mobile recreational shelter or mobile storage unit shall be determined by the Board in its reasonable discretion. No temporary or permanent shed roof, tarp or similar covering may be installed over, or attached to, any of the said mobile recreational shelters or mobile storage units at any time;

C. That a mobile recreational shelter, tent, or mobile storage unit may be parked/placed on an undeveloped lot for a period not to exceed twelve (12) months during the construction of a San Miguel County permitted residential structure. This time period may be extended subject to Association Board approval.

Done this 25<sup>th</sup> day of January, 2019.

San Juan Vista Landowners Association, Inc.

By: Brian K. Rogers  
Brian K. Rogers, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF San Miguel )

The foregoing document was acknowledged before me this 25 day of January, 2019, by Brian K Rogers as President of San Juan Vista Landowners Association, Inc.

Witness my hand and official seal.

My commission expires: June 18, 2022

( S E A L )

Suella L Steger  
Notary Public

