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June Madrid
Archuleta County

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FIFTH AMENDED
DECLARATION OF PROTECTIVE COVENANTS OF
EATON PAGOSA ESTATES SUBDIVISION

This Fifth Amended Declaration of Protective Covenants of Eaton Pagosa Estates Subdivision is made this Thirteenth day of October, 2017, by the Eaton Pagosa Estates Property Owners Association, Inc., a Colorado nonprofit corporation, whose address is P.O. Box 2272, Pagosa Springs, Colorado 81147-2272.

Hereinafter referred to as "Declarant":

WHEREAS, Declarant is an organization whose members include all of the owners of the lots of Eaton Pagosa Estates, which members have voted to amend those certain Declaration of Protective Covenants of Eaton Pagosa Estates Subdivision, previously recorded in the office of the Archuleta County Clerk and Recorder on October 31, 1996 as reception number 1996008108, as amended by the First Amendment to Declaration of Protective Covenants dated February 5, 1997 and recorded in the office of the Archuleta County Clerk and Recorder on February 13, 1997 as Reception Number 97001043 and the Second Amendment to Declaration of Protective Covenants dated October 30, 1997 and recorded in the office of Archuleta County Clerk and Recorder on February 9, 1998 as Reception Number 98001014 and the Third Amendment to the Declaration of Protective Covenants dated April 24, 2006 and recorded in the office of Archuleta County Clerk and Recorder on April 25, 2006, as Reception Number 20603569 and the Fourth Amendment to the Declaration of Protective Covenants dated July 1, 2017 and recorded in the office of the Archuleta County Clerk and Recorder on July 17, 2017 as Reception Number 21704121.

WHEREAS, Section 38-33.3-217 of Colorado Common Interest Ownership Act (CCIOA) provides that the said Covenants may be amended by written consent of the owners of sixty seven percent (67%) or more of the Lots in Eaton Pagosa Estates Subdivision, and;

WHEREAS, the homeowners of Eaton Pagosa Estates Property Owners Association, Inc. wish to reaffirm their desire to maintain the single-family residential character of their community, consistent with Article 3, Section 2 of these covenants, and;

WHEREAS, short term home rentals, both in municipalities nationwide and in Eaton Pagosa Estates, have demonstrably and deleteriously affected the character of single family residential communities, largely due to recent changes in the way rental properties are marketed, particularly via the Internet and social mass media, and;

Rtn:

JOYCE SCATHILL
1187 LAKESIDE DR.
PAGOSA SPRINGS, CO 81147



WHEREAS, sixty-seven percent (67%) or more of the Lot Owners in Eaton Pagosa Estates have cast a written ballot in favor of the amendments set forth below, which written ballot also authorized the President and Secretary of Eaton Pagosa Estates Property Owners Association, Inc. to execute and record the amended covenants on behalf of such owners;

NOW THEREFORE, the following provisions are hereby amended or added to the Covenants:

1. Article 3, Section 4 shall be amended as follows:

Section 1. Residential Use. All Lots shall be used exclusively for residential purposes. No Buildings or Improvements not associated with residential use shall be permitted.

Section 2. Building Site. One single family residence shall be situate within the Building Site of the Lot, which site shall comply with the set-back requirements specified herein. Except for a single family residence there shall be no other buildings, out buildings, or other structures erected on or moved upon a Lot.

Section 3. Approval of Use. No Improvement shall be constructed on any Lot, except only as approved by the Environmental Control Committee, or other entity to whom review responsibilities have been assigned as provided herein.

Section 4. No Commercial Use. No commercial or business enterprise of any nature shall be allowed or permitted on any Lot; provided, however that the Owner of the Lot may be permitted to rent or lease the residence.

Effective June 30, 2019, owners shall not be permitted to rent or lease their properties for less than thirty (30) consecutive days. This amendment has no effect on owners who rent their homes for periods in excess of 30 consecutive days. Further, in the event of termination or abandonment of a rental or lease before 30 consecutive rental or lease days have elapsed, owners shall not be permitted to otherwise rent or lease a property during the remainder of such a 30 consecutive day minimum period.

Owners are allowed to conduct a home occupation, artistic or literary activity on any Lot upon the prior approval by the Board of Directors as to such occupation or activity. Regardless of any lease of a residence hereunder, Owners shall remain directly liable for the conduct and actions of their renters and all obligations imposed by this Declaration.

Section 5. Partition of Lots. No part of a Lot may be partitioned, separated or subdivided from any other part thereof, except that a Lot may be divided if the resulting parts are attached to an adjacent Lot or Lots, if the end results is to reduce the density within the subdivision.



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IN WITNESS WHEREOF, The Declarant has executed this Fifth Amended Declaration of Covenants, Conditions and Restrictions of Eaton Pagosa Estates Subdivision on the day and year first set forth above.

Eaton Pagosa Property Owners Association, Inc.
A Colorado non-profit Corporation

BY: Joyce Scahill

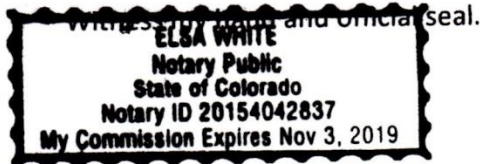
President

ATTEST: John Vander Horck

Secretary

STATE OF COLORADO
COUNTY OF ARCHULETA

SUBSCRIBED AND SWORN to before me this 13th day of October, 2017, by Joyce Scahill, President, and John Vander Horck, Secretary, of the Eaton Pagosa Estates Property Owners Association, Inc.



Elsa White
Notary Public

My commission expires:

NOV. 3, 2019