



THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS RIVERWALK ESTATES SUBDIVISION

This Third Amendment to Declaration of Protective Covenants of Riverwalk Estates Subdivision (this "Third Amendment") shall be effective upon recordation and is made and adopted by the Riverwalk Estates Homeowners Association, Inc., a Colorado nonprofit corporation, and amends that certain Declaration of Protective Covenants Riverwalk Estates Subdivision recorded in the real property records of Gunnison County, Colorado at reception number 555977 as amended by the First Amendment to Declaration of Protective Covenants Riverwalk Estates Subdivision as recorded in the real property records of Gunnison County, Colorado at reception number 649670 and as amended in the Second Amendment to Declaration of Protective Covenants Riverwalk Estates Subdivision as recorded in the real property records of Gunnison County, Colorado at reception number 654345 (collectively, the "Covenants") upon the affirmative, written consent and vote of the Owners of 66% or more of the Lots pursuant to Section 2 of Article 12 of the Covenants. Capitalized terms used herein and not defined herein shall have the meaning set forth in the Covenants. None of the amendments are to Section 6 of Article 3, Section 14 of Article 5 or Section 8 of Article 8 and thus the written approval of Gunnison County, Colorado is not required. This Third Amendment shall be indexed in the name of Riverwalk Estates as grantee, Riverwalk Estates Homeowners Association, Inc. as grantee, and Riverwalk Estates Homeowners Association, Inc. as grantor, and in the name of each person signing any written consent to this amendment recorded herewith, if any, as grantor.

The Covenants are amended as follows:

1. Section 17 of Article 6 of the Covenants is amended and restated as follows:

Section 17. Parking. Notwithstanding any other provision of these Covenants to the contrary, residents of Riverwalk Estates shall be allowed to park one Recreational Vehicle at a time outside their residence on their Lot. These vehicles shall be parked next to the residence or Garage, covered with an earth tone cover and shall not occupy an area greater than 10' wide by 10' high by 22' in length. These dimensions may not be altered or manipulated to allow variable shapes or sizes that exceed any of these dimensions. It is understood that one or more vehicles atop a trailer will constitute, together with the trailer, only one Recreational Vehicle so long as the trailer and vehicle(s) on top of it together do not exceed 10'X10'X22' in dimension.

Recreational Vehicles shall mean any and all ATV's, snowmobiles, campers, RV's, trailers, boats, jet skis, snow cats, canoes, kayaks, tracked vehicles, dirt bikes, motorcycles and/or other vehicles that are not passenger cars or trucks. Recreational Vehicles do not include any construction equipment such as backhoes, bobcats, forklifts, work trucks that are not used for other residential purposes, skid steers, and tractors.



All Recreational Vehicles on a Lot in excess of the number, dimensions or otherwise not in compliance with the requirements set forth above shall be fully enclosed in a Garage or stored off site.

Outdoor parking of construction equipment such as backhoes, bobcats, forklifts, work trucks that are not used for other residential purposes, skid steers, and tractors is prohibited except during active construction while being used onsite.

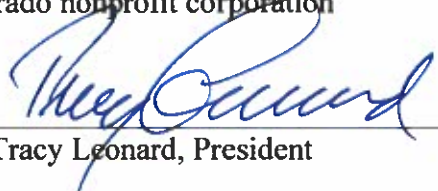
Notwithstanding any limitations above, this allowed parking of a Recreational Vehicle shall be in addition to allowed camping, which may be in a Recreational Vehicle, in accordance with the Covenants.

All residential vehicle parking shall be either fully enclosed or along the driveways in close proximity to the residence or Garage.

Except as expressly set forth above, the terms and provisions of the Covenants shall remain in full force and effect.

Executed this 22nd day of July, 2020.

Riverwalk Estates Homeowners Association, Inc., a
Colorado nonprofit corporation

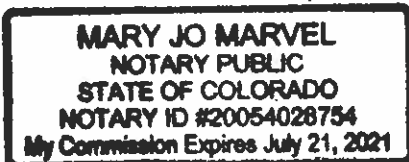
By: 
Tracy Leonard, President

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

This document was acknowledged before me this 22 day of July, 2020, by Tracy Leonard as President of Riverwalk Estates Homeowners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 7-21-2021




Notary Public

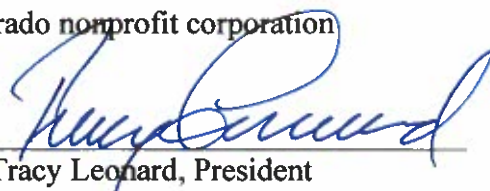
CERTIFICATION

I, Tracy Leonard, as President of Riverwalk Estates Homeowners Association, Inc., a Colorado nonprofit corporation, hereby certify that pursuant to C.R.S. § 38-33.3-217 and Section 2 of Article 12 of the Covenants, more than 66% the owners and members of Riverwalk Estates



Homeowners Association, Inc. have consented to, agreed to, and approved the Third Amendment in writing. The written ballots approving the above action are maintained in the records of Riverwalk Estates Homeowners Association, Inc.

Riverwalk Estates Homeowners Association, Inc., a
Colorado nonprofit corporation

By: 
Tracy Leonard, President

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

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