

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
OF**

**RED MOUNTAIN RANCH**

**WHEREAS**, the undersigned, on January 12, 1996, recorded the Declaration of Protective Covenants of Red Mountain Ranch in Book 776 at page 821 of the Gunnison County Records ("Covenants"); and

**WHEREAS**, by Restrictive Covenant Adopting Declaration of Protective Covenants recorded January 12, 1996 in Book 776 at page 845 of the Gunnison County Records, White Buffalo Trading Company, a Colorado corporation, applied the Covenants to the property described therein; and

**WHEREAS**, by Restrictive Covenant Adopting Declaration of Protective Covenants recorded January 23, 1996 in Book 777 at page 398 the undersigned applied the Covenants to the property described therein; and

**WHEREAS**, the undersigned desires to amend the Covenants;

**NOW, THEREFORE**, the undersigned hereby amends the Covenants as follows:

1. **Grazing.** Notwithstanding the provisions of Sections 1 and 6 of Article 3 of the Covenants, the Association shall have the authority to enter into one or more grazing leases for the grazing of livestock upon the Property, subject to the condition that, notwithstanding the provisions of Section 14 of Article 6 of the Covenants, an Owner shall have the right to construct a fence surrounding the Family Residence and so much of the Building Site as is approved by the Association.

2. **Water Sprinkler System.** Section 14 of Article 5 is amended to read as follows:

It is required that all residential Buildings situate upon the Property have installed and maintained a water or chemical sprinkler system of a type and design, including water capacity and pressure, sufficient for fire protection of the Building. At a minimum, such system shall comply with NFPA 13D.

3. **Landscaping.** The following sentence shall be added to Section 8 of Article 6:

The Association shall have authority to levy a fine of at least \$500.00 per tree, for the cutting or removal of trees in violation of this section.

