

Filed for record the 4 day of March A. D. 1975 at 11:20 o'clock A. M.  
Reception No. 304994

Marian A. Smith  
RECORDER

RIVER BEND SUBDIVISION

PROTECTIVE COVENANTS

David D. Warren, Earl Eugene Higley, Jr., Douglas L. Spann and Cloe Bailey Spann, the owners of River Bend Subdivision, Gunnison County, Colorado, hereby make and declare the following limitations, covenants, conditions, restrictions and uses upon said real property under the terms and conditions herein set forth.

1. PURPOSES: These Protective Covenants are made for the purpose of creating and keeping the subdivision desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against unnecessary interference, fire and loss of the natural beauty of the subdivision; and to provide for the mutual benefit and protection of the owners of lots in the subdivision.

2. PROPERTY EFFECTED: These Protective Covenants shall apply to and be binding upon the following described real property situate in Gunnison County, Colorado:

RIVER BEND SUBDIVISION, according to the plat thereof filed March 4, 1975, and bearing Reception No. 304993 of the records of Gunnison County, Colorado.

3. DEFINITIONS: For the purpose of these Protective Covenants, certain words or phrases shall be defined as follows:

- (a) Dedicators. David D. Warren, Earl Eugene Higley, Jr., Douglas L. Spann and Cloe Bailey Spann.
- (b) Subdivision. River Bend Subdivision, Gunnison County, Colorado.
- (c) Lot. The individual numbered lots as set forth on the plat of the subdivision.
- (d) Person. Shall include a corporation, partnership, association, fiduciary, or any other entity holding title to any lot.
- (e) Building. A structure having a roof supported by columns or walls to provide shelter, support, or enclosure for protection of persons or property.

Kingsmith, Russell, Angelo & Wright

(f) Dwelling. A building used exclusively for single family residential occupancy.

(g) Multiple Family Dwelling. A building designed to be used for multiple family residential occupancy, including, but not limited to, duplexes, apartments, town houses, co-operatives and condominiums.

(h) Home Occupation. A use customarily conducted within a dwelling by the occupants thereof, but prohibiting the selling or dispensing of products or services in connection therewith on the lot.

(i) Mobile Home. A detached dwelling designed and manufactured to be transported as a self contained unit to its site of occupancy on wheels or upon a towed device.

(j) Association. River Bend Subdivision Home Owners Association.

4. LOT USE:

(a) The lots, numbered one (1) through nineteen (19), both inclusive, shall be used exclusively for a single dwelling designed to accommodate not more than a single family and occasional guests, together with such other improvements and structures as are necessary or customarily incident to a single family residence.

(b) The lots numbered M-1 through M-10, both inclusive, shall be used exclusively for either a single dwelling or a multiple family dwelling as herein defined, together with such other improvements and structures as are necessary or customarily incidental to such dwellings.

5. SUBDIVISION OF LOTS: No lot may be divided or subdivided except that adjoining property owners may sell or purchase adjoining property to accomplish a relocation of boundary lines between properties so long as such sale and purchase shall not decrease the size of a single lot to less than 1.00 acre.

6. TEMPORARY BUILDINGS: No mobile homes or temporary buildings of any nature shall be allowed on any lot. During construction of any dwelling upon the lot, the contractor may maintain a temporary building for office and storage purposes during the period of construction.

7. SETBACK: No structure shall be constructed or allowed on any lot except in conformity with the setback requirements of the subdivision plat and the appropriate governmental regulations.

8. CONSTRUCTION: The construction of any structure shall be in accordance with the Uniform Building Code then in effect.

The foundations of all structures shall penetrate at least 1.5 feet into the bearing soils or 1.5 feet below any adjacent interior grade, whichever elevation is the lowest. All structures shall be constructed in accordance with the geological recommendations for the type of soil and location where the structure is situate.

9. SQUARE FOOTAGE: Each individual dwelling shall have a minimum living floor area of 625 square feet, exclusive of garages, porches, patios and accessory buildings.

10. OPEN AIR SPACE: All lots shall have a minimum of fifty (50) percent of the total lot area devoted to open air space and without a building or structure being constructed thereon.

11. ANIMALS: No animals of any nature shall be maintained on any lot; provided, however, that no more than two domesticated household pets may be maintained on a lot, provided however, that the Association may grant a variance as to this paragraph for good cause shown.

12. NUISANCES: No obnoxious and offensive activity shall be maintained or allowed within the subdivision, nor shall any oil or mineral development, exploration, drilling or activity of any nature or description be allowed within the subdivision. No trash, debris or refuse shall be deposited within the subdivision nor shall the same be burned out of doors within the subdivision.

13. SIGNS: No signs or advertising structure or device of any nature shall be erected, constructed or maintained on any lot; provided, however, that the Association may approve an identification sign for the owner of a residence and an identification sign identifying the subdivision and location of the entrance to said subdivision on Colorado State Highway No. 135 shall be allowed.

14. UTILITY EASEMENTS: No fences, walls, barriers, trees, shrubbery or obstructions of any nature shall be erected or maintained on the utility easements set forth on the subdivision plat, and the owner of each lot shall have an easement and right of way, in common with all other owners, to use the surface thereof as a private right of way for skiing, horseback riding, hiking, and as a foot path, subject to the provision that no motorized vehicle or self-propelled vehicle of any nature or description shall be allowed thereon.

15. FENCES: No fences, walls, or barriers of any nature shall be constructed, erected or maintained on any lot, without the approval of the Association.

16. HOME OCCUPATIONS: A home occupation as herein defined shall be allowed within any dwelling.

17. RECREATIONAL EQUIPMENT: No large recreational equipment, such as boats, campers, travel trailers, or other such devices, shall be parked, stored or maintained on any lot except within an enclosed structure.

18. SANITATION: All dwellings shall be connected with public water and sewer facilities when they are available to the lot. No water or sewer system shall be allowed or maintained within the subdivision except in full compliance with the laws, rules and regulations of Gunnison County, the State of Colorado, and the United States of America.

19. REPAIRS: All structures shall at all times be kept in good and proper repair and in an attractive appearance by the owner thereof. The Association is empowered to enforce this section and, upon giving notice to the owner of the structure, hold a public hearing as provided in Section 22 hereof, and upon determination that repairs and maintenance are needed, may make such repairs upon the failure of the owner to do so within a reasonable time and charge the owner thereof the actual cost of such repairs, plus ten percent.

20. CONTINUITY OF CONSTRUCTION: All structures commenced within the subdivision shall be completed with due diligence and shall be totally completed within six months after the date of commencement unless an extension of time is granted by the Association for good and sufficient cause.

21. LANDSCAPING: All surface areas disturbed during construction shall be promptly returned to their natural condition, and the surface of any lot shall be planted and maintained in an attractive manner with grass, flowers, and trees properly indigenous to the area.

22. HOMEOWNERS' ASSOCIATION:

A. The dedicators shall form a Colorado non-profit corporation to be known as River Bend Subdivision Home Owners Association to further the common interest of all owners of lots which may be subject to these Protective Covenants. Such Association shall be obligated to and shall assume and perform all functions and obligations imposed upon it by its Articles of Incorporation and Bylaws. Such functions and obligations shall include, but with limitation, the following:

(1) To accept title to any real or personal property conveyed to it and to exercise all of the incidents of ownership and maintenance over the same.

(2) To construct, operate, manage, maintain and repair all public and private roads, streets and easements as may be required.

(3) To make adequate rules and regulations to regulate the use and enjoyment of all property owned by or under the control of the Association.

(4) To provide, operate and maintain such other services and purposes as may be assigned to it in the Articles of Incorporation and Bylaws.

(5) To establish reasonable assessments and charges to be levied against the property owners to reimburse the costs and expenses of the Association.

B. Upon the formation of such Association, each lot within the subdivision shall have one membership in the Association, provided however, that all "M" lots shall have two (2) memberships, and the membership shall stand in the name of the owner or owners of the lot. Such membership shall be appurtenant to that property, and the title and the ownership of the membership shall automatically pass upon transfer of the title to the lot. Each membership shall have one vote for each lot except as above set forth.

C. Each member of the Association shall be obligated and shall pay to the Association the annual assessment levied by the Association as set and determined by the Board of Directors, and the Association shall have a lien against each lot to secure payment of the assessment, together with interest at the legal rate, costs, expenses and attorneys' fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Colorado.

D. Upon the formation of such Association, the dedicators shall convey to the corporation the parks and easements set forth on the plat of said subdivision.

E. No building or structure shall be constructed or maintained on any lot, nor shall any addition, alteration or structural change be made thereto without the written approval of the Association as hereafter set forth.

(1) The authority to grant such approval shall be vested in the board of directors of the Association unless the board of directors appoints a separate Architectural Control Committee to perform said functions.

(2) Prior to such construction, building plans, specifications and a plot plan showing the location of the structure, the design thereof, including the showing of exterior materials, dimensions and type of construction, shall be submitted to the Association and approved by it in writing.

(3) The Association shall consider the suitability of the proposed structure, the harmony thereof with the environment, the effect of such structure on the utilization and view of other lots within the subdivision, and the placement of the structure with respect to topography and ground elevation.

(4) The Association shall, within thirty days of receipt of such plans, hold a public hearing thereon, and shall, in writing, approve or disapprove the construction of the proposed structure or additions or alterations thereto. In the event said Association fails to take action within said thirty days, the application shall be deemed to have been approved.

(5) The decision of the Association shall be final, subject only to the right of judicial review as provided by the laws of the State of Colorado by any aggrieved person owning a lot within the subdivision.

(6) The Association shall make such rules and regulations and adopt such bylaws and procedures as are appropriate to govern its proceedings, and written minutes of all meetings shall be maintained by the Association.

(7) All applications to the Association shall be accompanied by a minimum of \$50.00.

23. FISHING RIGHTS: The Association shall own, manage and maintain the fishing rights as set forth on the subdivision plat. Each lot owner and the immediate members of his family, with not to exceed two house guests, may fish at any one time.

24. DESIGN CONTROL: The following design controls shall be applicable to the subdivision. The purpose of these controls is to blend the subdivision into the existing environment and to preserve the quality of the area:

(a) Exterior building materials should be predominately natural, such as wood siding, shingles and native stone.

(b) Roofs should have a design and be constructed of materials that are harmonious with the surrounding area and are not of reflective type materials.

(c) Any accessory building must conform to the architectural style of the principal building on the lot.

(d) Earth colors should predominate.

(e) Service or utility areas or yards and garbage cans and trash storage areas should be screened from view on all sides.

(f) Exterior lighting shall be so designed and directed as to not be a nuisance. Lighting shall not be directed outward, but shall depend on indirect illumination. The light source shall not be visible to the extent possible.

(g) Single family houses shall plant and maintain five (5) evergreen trees, all trees having a diameter one foot above ground of three inches. Planting is to be completed during the first appropriate planting period (fall-spring) after the completion of the main building. The trees shall be located between the house and Colorado Highway 135.

(h) Multi-family lots shall plant and maintain the number of trees indicated on the attached landscaping plan. The trees shall be evergreens, and three inches in diameter measured one foot above ground. Planting is to be completed during the first appropriate planting period (fall-spring) after the completion of the main building. The trees shall be located as indicated on the attached landscape plan.

25. EFFECT AND DURATION OF COVENANTS: The conditions, restrictions, stipulations, agreements and covenants herein contained shall be for the benefit of and binding upon each lot in the subdivision and each owner thereof, his successors and assigns, and shall continue in full force and effect for twenty (20) years, after the date of recording of this instrument in Gunnison County, Colorado, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

26. AMENDMENT: The conditions, restrictions, stipulations, agreements and covenants herein contained shall not be waived, abandoned, terminated or amended except by an instrument setting forth the written consent of the then owners of seventy-five percent of the lots within the subdivision, which instrument shall be duly executed, acknowledged and recorded in Gunnison County, Colorado.

Until such time as seventy-five (75) percent of the lots within the subdivision have been conveyed to third persons by the dedicators, these Protective Covenants shall not be waived, abandoned, terminated or amended except upon the written consent of the Board of County Commissioners of Gunnison County, Colorado.

27. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of this instrument, or the terms and conditions contained in the subdivision plat, it shall be lawful for any person or persons owning a lot in the subdivision, or the Association, or the Board of County Commissioners of Gunnison County, Colorado to institute proceedings at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, together with reasonable attorneys' fees, for such violation.

28. SEVERABILITY: The invalidation of any one or more of the sections of this instrument by any court shall in no way effect the other sections of the instrument, which shall remain in full force and effect.

EXECUTED this 28<sup>th</sup> day of February, 1975.

David D. Warren  
David D. Warren

Earl Eugene Higley, Jr.  
Earl Eugene Higley, Jr.

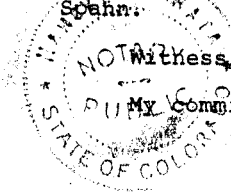
Douglas L. Spann  
Douglas L. Spann

Cloe Bailey Spann  
Cloe Bailey Spann



STATE OF COLORADO )  
County of Gunnison ) ss

The foregoing instrument was acknowledged before me  
this 28 day of September, 1975, by David D. Warren,  
Earl Eugene Higley, Jr., Douglas L. Spann and Cloe Bailey  
Spann.



Witness, my hand and official seal.

My commission expires: March 6, 1977

Nancy E. Quinto  
Notary Public