

ADOPTION
BY BOARD OF DIRECTORS
OF
RESTATED RIVERBEND
SUBDIVISION PROTECTIVE COVENANTS

October 28, 1997

The Board of Directors of Riverbend Subdivision Homeowner's Association, Inc., at its regular annual meeting duly called and held this 28th day of October, 1997, hereby adopts the following resolution:

RESOLVED: that, in light of the fact that seventy-five percent of the lot owners within the subdivision have returned their Proxy Statement with requests that the Board adopt the Proposed Amendments To Riverbend Subdivision Protective Covenants, which Proposed Amendments, if approved, require that the amendments contained therein be made to the existing Covenants and that the resulting document titled "Restated River Bend Subdivision Protective Covenants" be properly recorded in the official records of Gunnison County, Colorado, the Board hereby authorizes and directs the preparation and recording of the Restated River Bend Subdivision Protective Covenants as set forth and required in the Proposed Amendments.

I hereby certify that the above Resolution was properly adopted by the Board of Directors on October 28, 1997.

Linda Ditch
Secretary

Date: 11 20-97

Robert J. [Signature]
Director

Director

Paul B. [Signature]
Director

**RESTATED
RIVER BEND SUBDIVISION
PROTECTIVE COVENANTS**

THESE RESTATED PROTECTIVE COVENANTS are hereby adopted to be effective as of the first day of December, 1997, by the Riverbend Subdivision Homeowner's Association, Inc., a Colorado nonprofit corporation (hereafter "Association"), pursuant to Paragraph 26. of the River Bend Subdivision Protective Covenants which were recorded on March 4, 1975, in Book 482, page 324 of the official records of Gunnison County, Colorado.

WITNESSETH

WHEREAS, on February 28, 1975, David D. Warren, Earl Eugene Higley, Jr., Douglas L. Spann and Cloe Bailey Spann executed the Protective Covenants for River Bend Subdivision, said Covenants being recorded on March 4, 1975, in Book 482, page 324 of the official records of Gunnison County, Colorado; and

WHEREAS, on July 17, 1991, a Covenant Amendment was duly recorded in Book 692, page 536 of the official records of Gunnison County, Colorado; and

WHEREAS, Paragraph 26. of the amended Covenants (hereafter "Covenants") requires the written consent of seventy-five percent of the owners of the lots in River Bend Subdivision (hereafter "Subdivision") to amend the Covenants; and

WHEREAS, the Board of Directors of the Association requested the written approval of at least seventy-five percent of the lot owners within the Subdivision for the amendments to and the restatement of the Covenants; and

WHEREAS, -seventy-five percent of the lot owners voted to approve the proposed amendments to and restatement of the Covenants; and

WHEREAS, the Board of Directors of the Association has directed that if approved, the proposed amendments to the Covenants be made to the existing Covenants and that the resulting document titled "Restated River Bend Subdivision Protective Covenants" be properly recorded in the official records of Gunnison County, Colorado; and

WHEREAS, the Board of Directors, on October 28, 1997, adopted a Resolution, authorizing and directing the preparation and recording of the Restated River Bend Subdivision Protective Covenants.

NOW, THEREFORE, the Association hereby adopts the following as the Restated River Bend Subdivision Protective Covenants:

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) **Dedicator.** 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 or persons or property.

(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.** Riverbend Subdivision Homeowner's Association, Inc., a Colorado nonprofit corporation.

(k) **Owner.** Any person or combination of persons; partnerships; corporations; or any other business entity recognized under the laws of the State of Colorado owning any lot or unit in fee simple. Whenever more than one person or entity owns a lot or unit, they shall designate in writing one person or entity and their address to represent such owner and receive notices, and liability for all obligations created by these Covenants shall be joint and several.

(l) **Satellite Receiving Dish.** An antennae or dish or other shape designed to receive communication or other signals from satellites.

4. **LOT USE AND APPEARANCE:**

(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.

"(c) No building or other structure shall be permitted, placed, erected or

altered on any lot in violation of the requirements of these Covenants.

(d) The appearance of every lot shall be maintained in a neat and attractive manner. Once the surface cover thereof is disturbed or changed in any manner, the owner shall be responsible to see that grass is kept mown; trash and/or garbage is kept in covered containers emptied at reasonable intervals; and the lot kept free of weeds, trash, litter, refuse, garbage and any unsightly growth.

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 OR STRUCTURES PROHIBITED:** No mobile homes, temporary buildings of any nature, trailers or tents shall be allowed on any lot. Provided, however, that during construction of any dwelling or multiple family dwelling upon a lot, the contractor may maintain a temporary building or trailer for office and storage purposes only during the period of construction, but not to exceed a total of 180 days.

7. **SETBACK AND HEIGHT REQUIREMENTS:** No building or other 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. No building or other structure which exceeds thirty (30) feet in height measured from the average grade surrounding the structure to its highest point shall be erected or placed upon a lot.

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. Further provided,

that one sign not more than six square feet in size may be posted at any time to advertise the lot for sale or rent.

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. Provided, however, that motorized vehicles may be allowed upon so much of those utility easements adjacent to the boundary between Lots M-3 and M-4 as is necessary or appropriate for ingress and egress in the form of a roadway, and which has historically been used for that purpose. Hard surfacing of this existing road upon such utility easements by High Valley Homeowner's Association for such motorized vehicle use shall be allowed, upon the prior written consent of the Association.

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. Bottles, tanks, or other storage containers for fuel must be concealed from view by fencing, an enclosure, or other satisfactory means approved by 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 these covenants, the rules and regulations of the Association, 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 24.E(4) 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. No tree with a diameter of two inches or more measured four feet above the ground, nor any shrub more than three feet in height shall, without prior approval of the Association, be cut down, destroyed, moved or disfigured; and all such existing trees and shrubs shall be protected during construction. No change in the grade or drainage of any lot shall be made which would affect any adjoining lot without the prior written consent of the owner of said adjoining lot and the prior approval of the Association.

22. **PARKING, SNOW STORAGE, AND ABANDONED VEHICLES:** No vehicle or objects of any nature shall be parked upon the streets within the subdivision while there shall be snow upon the ground adjacent to such street. The owner of each lot shall provide adequate off-street parking equal to at least two (2) spaces per single family dwelling. Every lot owner shall be required to provide adequate space upon his or her property to store snow deposited from driveways and parking areas. No abandoned or inoperative vehicles or machines shall be placed and remain on any lot for more than thirty (30) days unless stored or parked in a structure. "Abandoned or inoperative vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of thirty (30) days or longer; provided, however, that this shall not include vehicles parked by owners while on vacation. A written notice describing the abandoned or inoperable vehicle and requesting removal thereof may be personally served upon a lot owner or posted on the unused vehicle; and if such vehicle has not been removed within seven (7) days thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against and payable by the lot owner.

23. **SATELLITE RECEIVING DISHES:** No satellite receiving dish shall be installed, erected or maintained within the subdivision unless and until the Association shall review and approve the same. The Board of Directors shall approve the installation, erection or maintenance of a satellite receiving dish if all of the following conditions are met to its satisfaction:

- A. the dish is not located within any applicable lot setback for structures;
- B. the dish is not located upon the rooftop or other top of any structure;
- C. the dish does not exceed sixteen feet in diameter, or sixteen feet across its widest dimension; and
- D. the dish has its visibility reduced by whatever geographical features, structures, fences, vegetation, coloring or other special condition the Board deems appropriate in order to limit the visual impact of such dish.

Any satellite receiving dish installed prior to November 1, 1997, shall comply with the above conditions by July 1, 1998.

24. **HOMEOWNER'S ASSOCIATION:**

A. The dedicators shall form a Colorado non-profit corporation to be known as Riverbend Subdivision Homeowner's Association, Inc. to further the common interest of all owners of lots and units 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, without 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. Each lot within the subdivision shall have one membership in the Association, and each individual unit in the "M" Lots shall have one membership, and the membership shall stand in the name of the owner or owners of the lot or unit. Such membership shall be appurtenant to that property, and the title and ownership of the membership shall automatically pass upon transfer of title to the lot or unit. Each membership shall have one vote for each lot or unit.

C. Each lot or unit owner shall be personally obligated and shall pay to the Association the annual assessment and any special assessment levied by the Association as set and determined by the Board of Directors, and the Association shall have a lien against each lot, or unit as the case may be, to secure payment of such assessments, together with interest at the rate of 12% per annum, unless otherwise set by the Board of Directors, costs, expenses and attorneys' fees. Any unpaid assessments may be collected by legal or equitable action without foreclosing said lien, or 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 the commencement of any such construction, plans and specifications showing the nature, kind, shape, height, materials, floor plans and location of the same shall have been submitted to the Board of Directors or Architectural Control Committee (hereafter "Committee") for its consideration and approval or disapproval in writing. Three blueprint copies of all required drawings shall be submitted, and all drawings shall be 24 x 36 inches in size. The submittal for approval shall include, at a minimum, the following drawings and documents:

(2a) A topographic map of the site with contour intervals of not more than 5 feet if the average slope of the site is 20 percent or less, or of not more than 10 feet if the average slope of the site is greater than 20 percent. Existing trees or groups of trees having trunks with diameters of two inches or more measured four feet above natural grade and shrubs more than three feet high shall be shown.

(2b) Site grading and drainage plans including provision for disposition of surface drainage on or off the site.

(2c) A site plan, drawn at a scale of 1 inch equals 20 feet, or larger, showing the existing and proposed layout of buildings and other structures, including, without limitation, decks,

patios, canopies, fences and walls. The site plan shall show the locations of landscaped areas and storage areas, if any. The site plan shall indicate the locations of ingress and egress and the directions of traffic flow into and out of as well as within parking areas, and the location of each parking space and the areas for turning and maneuvering vehicles, if appropriate. Landscaping and screening of off-street parking and loading areas, if any, shall be shown. The site plan shall show locations of utility hookups and any above ground utility lines or other installations. It shall also show the locations of corner monuments for the lot which have been placed by a licensed surveyor.

(2d) A preliminary landscape plan drawn at a scale of 1 inch equals 20 feet, or larger, as required by the Board. The landscape plan shall show locations of existing trees or groups of trees having trunks with diameters of two inches or more measured four feet above natural grade that are proposed to be removed. Shrubs and other native plants more than three feet high proposed to be removed shall be indicated. The landscape plan shall show trees and other native plants proposed to be retained, the location and design of proposed landscaped areas, the varieties and approximate sizes of plant materials to be planted therein, and the location and design of fences, and of patios, play areas, recreation facilities and other usable open space.

(2e) Architectural plans drawn at a scale of 1/8 inch equals 1 foot, or larger, including floor plans in sufficient detail to permit determination of whether all requirements of the regulations based on floor area will be met. Architectural plans shall include all elevations of proposed structures as they will appear on completion, and one or more perspective sketches or a scale model as necessary to illustrate the overall appearance of the building(s), grounds, and other major site development features. All exterior surfacing materials and colors shall be specified, and samples of each, complete with proposed finishes, shall be submitted, unless this requirement is waived by the Board or Committee.

(2f) The Board or Committee may require the submission of additional plans, drawings, specifications, samples and other materials if deemed necessary to its determination.

(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. Provided, however, that no building or other improvement shall be erected after November 1, 1997, or if erected after said date, be allowed to remain on any lot which violates any of the covenants or restrictions contained herein. At least three weeks immediately prior to said public hearing, the owner shall post a notice upon the subject lot setting forth the fact that a request for architectural review has been

submitted and stating the date, time and place of the public hearing, and the location where copies of the submittal documents can be viewed.

(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 Board or Committee shall be accompanied by a fee in the minimum amount of \$100.

(8) In addition to the approval requirements set forth herein, each owner is responsible for obtaining all approvals, licenses and permits as may be required by Gunnison County, Colorado and any other entity or district having jurisdiction over the lot, or utilities provided thereto, prior to the commencement of construction.

(9) The Board or Committee shall not issue an approval of any plans or specifications for new construction or for altering an existing building without having received a building deposit as set forth below.

(9a) The building deposit for new construction shall be \$1,000 or \$.50 per square foot, whichever is greater.

(9b) The building deposit for altering an existing building shall be \$250, or if changing the gross cubic content (volume) of such building, \$.50 per square foot, whichever is greater.

The building deposit shall be placed in an escrow account maintained by the Association separate and apart from the Association's operating or other funds. No interest shall be paid to the owner on the building deposit. The building deposit shall be refunded by the Board or Committee when the construction or alteration, including landscaping, has been completed in strict compliance with all plans, specifications and representations, and the lot has been cleared of all construction materials, debris, equipment and other unsightly objects. The Association shall have the right, after at least thirty (30) days written notice to owner, to use the deposit to bring the lot into compliance if the owner has failed to do so. In such cases, the amount of the deposit so utilized shall not be refunded to the owner.

(10) When applicable, prior to the commencement of construction of any building within the subdivision, the owner shall pay all of the required tap-in fees for the provision of water and sewer services.

25. **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. In its consideration, the Board or Committee shall utilize the following design guidelines:

(a) Building location, configuration, architectural design, materials, and colors shall be harmonious with the mountain setting and the scale of River Bend Subdivision.

(b) Structures should not visually dominate the neighborhood or call undue attention to themselves.

(c) Rooftop heating and air conditioning equipment, large vent stacks, elevator penthouses and similar features should be avoided and, if permitted, should be screened from view.

(d) Roofs shall have a minimum 6:12 pitch and should have a design and be covered with materials that are harmonious with their surroundings.

(e) Building materials should be predominately natural, such as wood siding, shingles, and native stone. Brick is acceptable. Concrete block generally is acceptable if covered with stucco. Where stucco is used, gross textures and surface features that appear to imitate other materials should be avoided. Concrete surfaces should be used sparingly, and should be handled with delicacy and restraint. Aggregate generally is more acceptable than raw concrete, but use of integral patterns and colors can make concrete surfaces harmonious.

(f) Design of accessory structures, fences, walls and other structural landscape features should be harmonious with the main structure or structures on the lot. The same or other harmonious building materials should be used on main structures and accessory structures.

(g) Natural colors (earth tones and white) are favored. Primary colors or other bright colors should be used only as accents and very sparingly. Use of penetrating stains rather than paint on wood surfaces is encouraged. Exposed metal flashing or trim should be anodized to be non-reflective.

(h) The location and configuration of buildings should maximize the privacy of surrounding dwellings and should intrude into their views to the minimum extent feasible.

(i) Accessory buildings generally should be attached to the main building either directly or by means of a continuous fence, wall, or screen at least 4 feet high of the same or a complimentary material as the main building's exterior finish.

(j) All exterior lighting shall be designed and directed in a manner approved by the Board or Committee. Only incandescent exterior lighting shall be allowed and all such lighting or illumination on any lot shall be so located, placed, shielded and designed to be architecturally and aesthetically in keeping with the buildings on the lot, and surroundings, and to cause minimum visual pollution or impact on any other lot.

(k) Outdoor storage, garbage cans and trash storage areas should be screened from view by neighbors.

(l) Open spaces should be left in their natural state or landscaped, and large paved areas will not be permitted, unless deemed necessary.

(m) Removal of trees, shrubs, and non-hazardous native plant materials generally should be limited to removal of those essential for development of the lot.

(n) On hillsides, excessive grading should be discouraged for building sites, access drive, off-street parking, recreation areas or other improvements.

(o) Cut and fill slopes should be sculptural in form and contoured to blend with the natural, undisturbed terrain.

(p) All grading and excavation scars should be planted with natural or other materials that will harmonize with the natural landscape.

(q) Landscaping should be designed to harmonize with natural landforms and native trees and other plant materials. In general, geometric planting, evenly spaced rows of trees and other formal, urban landscape features should be avoided.

(r) Particular attention should be given the landscape design of off-street parking lots to soften their harsh, barren appearance. Cars, as seen from grade and from higher elevations, should be screened as much as possible by trees, shrubs, hedges, fences, berms and similar landscape features.

s) Fenestration should be suitable for the climate and for the orientation of the particular building elevation in which the fenestration occurs.

(t) 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.

(u) 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.

26. **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.

27. **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 and unit 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.

28. **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 and units 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.

29. **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 or unit 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.

30. **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 20th day of November, 1997.

RIVERBEND SUBDIVISION
HOMEOWNER'S ASSOCIATION, INC.,
a Colorado nonprofit corporation

By its Board of Directors:

[Signature]
Robin J. Matalon

[Signature]
Douglas Spann *LINA GLICK*

[Signature]
David Harrison

STATE OF COLORADO)
)ss.
County of Gunnison)

The above instrument was acknowledged before me this 20th day of November, 1997, by Robin J. Matalon, Douglas Spann, and David Harrison, as the Board of Directors of Riverbend Subdivision Homeowner's Association, Inc.

Witness my hand and official seal.



[Signature]
Notary Public
My commission expires: 5/24/02

Please return to: James H. Starr, Esq.
Starr & Burgess, P.C.
P.O. Box 1167
Crested Butte, CO 81224