

ARTICLE TWO  
General Purposes and Definitions

A. The real property described in Article One hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to prevent the construction of improper or unsuitable improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the subdivision, insofar as possible, desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against fires and unnecessary interference with the natural beauty of the subdivision and to provide adequately for the improvement of said property; all for the mutual benefit and protection of the owners of lots in the subdivision.

B. As used herein the following words and terms shall have the following meanings:

"Subdivision" shall mean the land described in Article One. Declarant may, pursuant to the following provisions of this declaration, amend Article One to include all or any part of the adjoining land owned by it at the time of the amendment.

"Lot" shall mean each lot reflected on the recorded plat of the subdivision.

"Single Family Residence" shall mean a single family residential building together with not more than one (1) out building. "Out building" shall mean an enclosed covered building to be used as a garage or for other storage purposes not directly attached to the main structure which it serves.

"Riverbend Property Owners Association" shall mean that certain property owners association which is a non-profit corporation of which any owner of property within the subdivision shall become a member immediately and automatically upon becoming an owner within the subdivision (hereinafter such association may sometimes be referred to as the "Association").

"Architectural Control Committee" shall mean that certain committee established by the Association to initially review and approve construction plans and plans for improvement of the lots within the subdivision.

ARTICLE THREE  
Covenants and Conditions

A. Land Use and Building Type.

No building site shall be used except for residential purposes, and each site shall be limited to one single family residence or the appropriate number of living units as determined by the plat. No building shall be erected, altered, placed or permitted to remain on any site other than for residential or recreational purposes, for a private garage, barn, and other out buildings incidental to residential use of the premises. No trailer, motor or mobile home, basement, tent, shack, garage, or other out building erected on a building site covered by these covenants shall at any time be used for private habitation, temporarily or permanently, except for a period not to exceed two (2) months, unless approved in writing by the Association. No lot shall be used for any commercial or business purposes whatsoever. The foregoing covenants shall not apply to Declarant or its agent, real estate sales office, convenience store, and the activities conducted in connection with the development, farming, ranching, or the providing of services to the development or public.

#### B. Approval of Construction Plans.

No building or other structure shall be constructed, erected, or maintained on any lot, nor shall any addition thereto or change or alteration therein be made unless it complies with the Garfield County, Colorado zoning ordinances in existence with respect to the property and until the complete plans and specifications (including, but not limited to, the floor, elevations, plot, grading, and landscaping plans); provisions for off-street parking, the specifications of principal exterior materials, color schemes and the location, character, and method of utilization of all utilities have been submitted to the Architectural Control Committee of the Association and approved in writing by the Association. A Certificate of Approval signed by the president or vice-president of the Association shall be sufficient to show compliance with this Article. Each building or other structure shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications.

In passing upon all such plans and specifications, the Association shall take into consideration (a) the suitability of the proposed building or other structure and the materials of which it is to be erected; (b) the harmony thereof with the surroundings; and (c) the effect of the building or other structure, as planned, on the view from adjacent or neighboring lots. The Association shall use reasonable judgment in passing upon all such plans and specifications, but shall not be liable to any person for its actions in connection with submitted plans and specifications unless it be shown that it acted with malice or wrongful intent.

The Association shall act upon the plans and specifications submitted to it within thirty (30) days after such submittal. If no action is taken by the Association within such 30-day period, the plans and specifications shall be deemed approved. If within such 30-day period the Association rejects such plans or requests changes therein and the plans are resubmitted, the Association shall again have thirty (30) days upon which to act upon such plans and specifications.

#### C. Minimum Floor Area and Building Heights.

No main residential structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,000 square feet. The maximum height of any building shall be in compliance with the Garfield County zoning ordinances.

#### D. Set Back Requirements.

There shall be no general rule for the location of improvements with relation to property lines, but the location of such improvements shall receive the advance approval of the Association in paragraph B above required and all such sites shall conform to the Jefferson County zoning regulations then in effect.

#### E. Fences.

No fence, wall, or similar type barrier of any kind shall be constructed, erected, or maintained on any lot for any purpose whatsoever except such fences, walls, or barriers as may be approved by the Association.

#### F. Signs.

No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two (2) square feet designating the owner of any building site, one sign of not more than five (5) square feet advertising the property for sale or rent, except temporary signs used by Declarant or its agent, to advertise property or services in Riverbend.

#### G. Easements

Easements and rights-of-way as described on the recorded plat of Riverbend have been reserved for poles, wires, pipes, and conduits for electricity, gas, telephones, sewer, drainage water, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the subdivision. Equestrian and pedestrian trails also are designated on the plat of the subdivision. Road rights-of-way and easements shown on the plat contain utility easements, and easements for other purposes. No dwelling, improvement, material, equipment, or refuse shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

#### H. Garbage and Refuse Disposal.

No part of the property above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris, or other waste; at all times the property shall be maintained in a sanitary condition. Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon the premises (except for cooking). Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance. These restrictions also apply to contractors doing construction. No motor vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than thirty (30) days in any calendar year. Any such vehicle which does not display current and valid license plates and safety inspection sticker as required by state law shall be deemed to be in a "non-operating condition".

#### I. Trees.

Living trees, the trunk of which is four (4) inches or more in diameter, naturally existing upon a lot, except to the extent necessary for construction purposes, shall not be cut, trimmed, or removed from the properties except as may be approved by the Association.

#### J. Livestock and Poultry.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property for any commercial purpose. Household pets kept for recreational purposes must be kept within the dwelling or a kennel or cage unless accompanied by and under the control of the owner. The Association shall have the power to impound any household pet allowed to run free and uncontrolled within the subdivision. A first offense shall be punishable by a fine of \$25. A second offense shall be punishable by a fine of \$100. In the case of a third offense by the same resident, the Association shall require the removal from the subdivision of all domestic pets owned by the resident.

#### K. Landscaping.

Irrigated lawn sizes for all classifications of lots shall be limited to 2500 square feet. The balance of the lot should be seeded in native grasses not requiring irrigation such as Crested Wheat. Indigenous trees, bushes, and shrubs can be planted and watered. Gardens not exceeding 500 square feet may also be watered.

#### L. Continuity of Construction.

All structures commenced in this subdivision shall be prosecuted diligently to completion and shall be completed within twelve (12) months of issuance of building permit unless approved in writing by the Association.

#### M. Nuisance and Fire Arms.

No noxious or offensive activity shall be carried on within the subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the subdivision. Fire arms as used herein shall be construed to mean not only rifles and pistols and cannons, but fireworks, explosives, air rifles, BB guns, or similar devices.

#### N. Parking.

Parking shall be accommodated on site with no parking allowed on public streets. Each site shall provide at least a one-car garage, or equivalent covered parking area, and the minimum of two additional parking units should be accommodated in the driveway design.

#### O. Outside Antenna.

Neither external television nor radio antennas shall be allowed, except such antennas as might be erected by the Declarant for use by the community.

#### P. Interference with Ranch Operation.

Because of the physical danger, as well as a potential dollar loss, it is essential that residents do not interfere with ranching activities or trespass on ranch property. Non-interference with ranching activities will be strictly enforced. Any representative of the Board of the Association or the ranch operator shall have the right to contact the Garfield County Sheriff's Department regarding trespassing on private land. Any resident causing damage to crops, livestock, ranch buildings or equipment shall be assessed a penalty by the Board of the Association sufficient to cover the dollar value of said damage.

Q. Non-Applicability.

The foregoing covenants shall not apply to Declarant or its agents, employees, real estate sales offices and activities conducted in connection with the development, the construction of subdivision facilities, and the providing of services to the development. The foregoing Covenants shall not apply to the Convenience Store site according to the Riverbend Plat, which site is set aside for commercial purposes. No business shall be conducted on such lot that results in noxious odors, noise or loud music, or in boisterous and unseemly behavior.

ARTICLE FOUR  
Riverbend Property Owners Association

A. Membership.

For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in the subdivision, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Riverbend Property Owners Association, a non-profit corporation.

B. Assessments.

Payment of dues and assessments to the Association shall be in such amounts and at such times as may be determined by the Association Board of Directors.

C. Lien for Assessments.

If any lot owner shall fail or refuse to make any such payment of dues and assessment when due, the amount thereof shall constitute a lien on the lot as set forth in the deed of conveyance to the owner, and upon the recording of notice thereof by the Association in the office of the Recorder of Deeds of the County in which the property is situated, such lien shall be constituted upon such owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on the interest of such lot owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address, then such other address shall be used, and said Association shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a lot may pay any common expenses payable with respect to such lot, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgagee of subdivided real property. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The owners shall also be required to pay the Association all assessments for the lot during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association acting on behalf of the lot owners, shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary or expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting owner's portion of the premium.

The Association and its officers and directors shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

D. Certificate of Assessments.

Upon payment of a reasonable fee not to exceed Twenty-Five dollars and upon the written request of any owner, mortgagee, prospective grantee or prospective mortgagee, of a lot, the Association -- by its financial officer -- shall issue a written Certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject lot; the amount of the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be compiled within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessments or common expenses which became due prior to the date of making such request. No failure to comply with such request, if made by the owner, shall relieve him from personal liability for, or the subject lot from the lien for, any unpaid assessments or common expenses. The provisions contained in this paragraph shall not apply upon the initial transfer of the lot by Declarant.

ARTICLE FIVE

Violation, Enforcement, Term, and  
Severability of Covenants

A. A Violation of Covenants.

Whenever there shall have been built on any lot, a structure which is in violation of these covenants or restrictions herein contained, such persons as are authorized by the Board of the Association shall have the right to enter upon the property as to which such violation exists, and to summarily abate and remove at the expense of the owners thereof, any erection, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions thereof; and the Association, its agents and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. The costs and expenses of such entry, abatement, and removal shall become a lien upon the lot upon the recording by the Association of a sworn statement with respect thereto in the Garfield County real property records. In addition, if any person shall violate or threaten to violate any provisions of this instrument, it shall be lawful for any person or persons owning the real property in the subdivision or for the Association to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

B. Term of Covenants.

The covenants and restrictions and other provisions of this document shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this document, their respective legal representatives, heirs, successors, and assigns until June 1, 1997, after which time the same shall be automatically extended for successive periods of ten (10) years.

C. Amendment.

This Declaration may be amended at any time by recording an instrument signed by the then owners of two-thirds (2/3) of the sites agreeing to amend said covenants and restrictions in whole or in part; provided, however, that for a period of five (5) years from the date hereof, no such amendment shall be effective without the written approval by Declarant appearing on said instrument of amendment. Declarant may amend Article One to include additional land within the property covered by these covenants so long as such land adjoins land then covered by these covenants, and is owned by Declarant at the time of the amendment. (For the purposes of this paragraph, land separated only by roads shall be deemed to "adjoin"). The Amendment

to include such land shall be effected by Declarant having recorded a declaration describing the land to be included, setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such land; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants.

D. County Regulations.

To the extent that the applicable county or other governmental regulations, rules, or codes and ordinances or laws are more restrictive in their allowable land utilization than these covenants, they shall supercede these covenants and govern at all times.

E. Severability.

Invalidation of any of these covenants or part thereof by judgments or court orders shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

ARTICLE SIX  
General Conditions

The following general conditions and stipulations are hereby imposed upon all sites:

A. The Riverbend Property Owner's Association shall have the right to enforce any and all limitations, restrictions, covenants, conditions, obligations, liens and charges now or hereafter imposed by the Riverbend covenants upon all property owners within Riverbend.

B. The Board of Directors may, from time to time, promulgate rules and regulations relating to the properties, which rules and regulations shall be binding upon the owners and occupants of all sites within the properties.

C. All renters of units within the property shall be governed by and subject to the provisions of these covenants. The payment of assessments shall continue to be the responsibility of the owner of record. The number of occupants in any unit may be limited by rules and regulations promulgated by the Board of Directors.

D. Any act or omission which violates these Riverbend covenants is hereby declared to be and to constitute a nuisance and may be enjoined and abated whether or not relief sought is for negative or affirmative action by the Association or through the Association by any owner or owners.

E. Failure to enforce any provision of the covenants shall not constitute a waiver of the right to enforce.

F. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

By Hamilton R. Duncan, Jr.

Attest \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1976, by Hamilton R. Duncan, Jr., Owner of The Riverbend Subdivision.

My commission expires: \_\_\_\_\_

Notary Public

## **Appendix T – Coal Ridge Planned Unit Development Information:**

- Appendix T.1      • Resolution No. 84-261 Riverbend PUD Amendment to allow the Coal Ridge PUD
- Appendix T.2      • Coal Ridge Planned Unit Development Plan Map – per County website
- Appendix T.3      • Coal Ridge PUD Legal Description
- Appendix T.4      • Map – Coal Ridge PUD Boundaries Overlaid on the Nutrient Holdings Property