

Filed for record the 14th day of September, 1982, at 3:00 o'clock P. M. Joanne M. Reitingger  
 By Jane Piloni DEPLER  
 Assessor No. 368535

DECLARATION OF PROTECTIVE COVENANTS  
 FOR  
 RIVERLAND INDUSTRIAL PARK

THIS DECLARATION is made this 31<sup>ST</sup> day of  
AUGUST, 1982, by RIVERLAND JOINT VENTURE, a Colorado  
 general partnership, hereinafter referred to as "DECLARANT."

WHEREAS, DECLARANT is the owner of the real  
 property located in the County of Gunnison, State of Colorado,  
 more particularly described in Exhibit A, attached hereto  
 and incorporated herein by this reference; and

WHEREAS, DECLARANT proposes to develop the real  
 property as a commercial and industrial park serving the  
 communities of Crested Butte and Mt. Crested Butte and  
 Gunnison County; and

WHEREAS, it is the desire of the DECLARANT to  
 enhance the establishment and enforcement of the general  
 plan for the architectural character, development, and use  
 of the industrial park, and to that end DECLARANT desires to  
 subject the park to certain covenants, conditions, and  
 restrictions by which the entire park, and every part  
 thereof, shall be owned, held, improved, used, occupied, and  
 transferred.

WHEREFORE, in furtherance thereof, DECLARANT  
 subjects the property described in Exhibit A to the following  
 covenants and conditions:

1. ESTABLISHMENT OF RESTRICTIONS. DECLARANT,  
 for itself, its successors and assigns, hereby declares that  
 the real property described in Exhibit A shall be owned,  
 held, improved, used, occupied, and transferred subject to  
 the provisions of this declaration, and to the covenants,  
 conditions, and restrictions contained herein.

2. PURPOSE OF DECLARATION. The intent of this  
 declaration is to provide a framework for the development  
 and maintenance of a superior environment for the conduct of

business and industrial activity appropriate to the location of the property at the gateway to the Crested Butte/Mt. Crested Butte area. To mitigate the visual impact of the project as viewed from Colorado State Highway 135 in order to preserve as much as possible the surrounding landscape and to improve the physical aesthetics of those portions of the project which must, as a necessity, be visible from Colorado State Highway 135 is also DECLARANT'S intention.

It is further the intent of the DECLARANT to protect the economic well-being of the nearby municipal corporations of Crested Butte and Mt. Crested Butte by protecting the primary source of revenue which supports these municipalities, the sales tax levied upon the retail sale of goods.

3. DEFINITIONS. The following definitions shall govern in the understanding and interpretation of this declaration:

a. Association - "Association" shall mean a Colorado non-profit corporation organized by the DECLARANT or any successor corporation having as its membership the owners of sites within the project, and having the powers and duties hereinafter set forth.

b. Declarant - "DECLARANT" shall mean the Riverland Joint Venture, or any successors or assigns of the partnership as are designated hereafter as the declarant, for purposes of this declaration in any deed or other instrument from the partnership.

c. Improvements - "Improvements" shall mean and include, without limitation, buildings, structures, storage areas, parking areas, driveways, loading areas, fences, walls, utilities, poles, signs, landscaping, earthwork, or any other items accessory to the above-described items, including any structure of any kind or type.

d. Lot - "Lot" shall mean each of the separately-numbered parcels of ground as shown on the plat.

e. Owner - "Owner" shall mean the person, firm, entity, or a combination thereof, legally entitled to possession of any site, and where the person, firm, or entity entitled to possession does not own fee simple title to the site, to also include the persons, firms, or entities owning fee simple title to the site.

f. Plat - "Plat" shall mean the final plat of Riverland Industrial Park recorded in the office of the Gunnison County Clerk and Recorder on the 14th day of September, 1982, and bearing Reception No. 369534. It shall also include any future plat of any parcel of land contained within the real property described in Exhibit A, attached hereto.

g. Project - "Project" shall mean the real property described in Exhibit A, together with any and all improvements constructed or erected thereon, including utilities, roadways, and easements.

h. Residential unit - "Residential unit" shall mean a room or combination of rooms which includes kitchen facilities and bathroom facilities designed or used as a dwelling for one or more persons.

i. Retail sale of goods - "Retail sale of goods" whenever used in this declaration shall mean the transfer of ownership of tangible personal property upon which a tax would be imposed by the provisions of Title 39, Article 26, Part 1, Colorado Revised Statutes, 1973, or any successor legislation to the "Emergency Retail Sales Tax Act of 1935" which establishes a tax upon the sale of goods at retail.

j. Site - "Site" shall mean each of the lots contained within the project as shown on the plat of Riverland Industrial Park, or a combination of lots used and/or improved for use as a single entity.

4. REGULATION OF IMPROVEMENTS AND ARCHITECTURAL AND SITE DEVELOPMENT REQUIREMENTS. All of the sites within the project shall be developed and improved in accordance with the following restrictions and requirements:

A. Landscape buffer zones - Each site within the project shall be improved with the following landscape buffer zones:

1. A minimum of fifteen feet at the interior property lines, dividing one site from another.

2. A minimum of fifteen feet at all property lines contiguous with the industrial park boundary.

3. A minimum of ten feet at all property lines contiguous with an interior road boundary.

4. All landscape buffers shall be designed and constructed so as to mitigate the visual impact of site development. Sight lines from Colorado Highway 135 shall be required to be shown for location and effect of earth mounding, screening, and planting.

5. Landscape development shall be in accordance with the following criteria:

a. All landscape improvements shall be according to the plans approved in advance by the association, and shall be maintained in a sightly and well-kept, healthy condition.

b. All existing top soil shall be stripped and stockpiled prior to major regrading and redistributed over all disturbed areas prior to revegetation:

6. Planting.

a. All disturbed unimproved areas, including street setback areas and drainage swales, shall be revegetated from seed with a mixture of grasses, low shrubs, and wild flowers indigenous to the surrounding area.

b. Undisturbed areas, if any, should be left in their natural condition.

c. Dense plantings of deciduous and evergreen trees for the purpose of screening should be as follows: twenty per cent four-foot to six-foot tall trees, twenty per cent two-foot to four-foot tall trees, with a minimum of forty per cent one-year old plant materials.

d. Dense planting of tall deciduous shrubs for the purpose of screening should be as follows: twenty per cent "five-gallon size" or equal, and eighty per cent of all shrubs shall be a minimum of one year old.

#### 7. Irrigation.

a. All irrigation of landscaped areas shall be of adequate design and maintained to ensure the healthy condition of such landscape development as has been previously approved.

b. Revegetated areas shall be watered either by manual means or by use of a temporary above-ground sprinkler system for a minimum of one full year (one growing season) to assure that adequate moisture is available to establish ground cover planting.

c. Trees and shrubs used for screening should be watered by a permanent underground emitter or trickle system to assure adequate moisture for the life of the plant.

8. No structures or improvements except landscaping-related improvements shall be constructed within the buffer strip along Colorado Highway 135 as shown upon the plat.

#### B. Excavation, grading, and drainage.

1. All excavations shall be backfilled, compacted as necessary, and graded to blend with the adjoining contours.

2. All finished contours and all disturbed areas shall be smoothed with gradual transitions at grade changes.

3. All mounds or berms constructed upon a site shall be of broad base with sides not to exceed a 2:1 slope.

4. Abrupt changes in grade, where necessary, shall be accomplished with retaining walls or cribbing with planted infill. Those retaining walls visible from lots within the subdivision or Colorado State Highway 135 should be stepped, with each wall not exceeding five feet in height.

5. Retaining walls and cribbing shall have a natural appearance as to texture and color.

6. Drainage shall be facilitated by drainage swales and installation of culverts under driveways and streets as necessary.

C. Building regulations - All buildings or structures constructed within a site shall conform to the following regulations:

1. Number of buildings. No more than two buildings or structures, exclusive of accessory buildings or structures, shall be erected upon any lot within the project.

2. Height limitations. It is the intention of the DECLARANT to preserve and protect the scenic beauty of the area surrounding the project, as seen from Colorado Highway 135. In order to effectuate this goal, the DECLARANT hereby adopts the following definitions and limitations on height of structures within the project.

a. The term "visible height" as used in the following height limitations shall mean the average height of the visible facades of any building or structure as seen from Colorado Highway 135, measured from the finished grade to the highest point of the roof or parapet. The visible height of any building shall be determined by taking the average height of each facade as set forth above that is visible from any point on Colorado

Highway 135. The visible height shall be determined by taking the sum of the height of each facade determined as hereinafter set forth, and dividing it by the number of facades visible from highway 135. The height of each visible facade shall be determined by measuring the height at each end and in the middle of said facade.

b. The visible height for any structure or building constructed on Lots 1 through 25, both inclusive, shall not exceed 24 feet.

c. The visible height for any structure or building located on Lots 26 through 38, both inclusive, shall not exceed 36 feet.

d. A variance may be granted to this requirement based upon the applicant's proof that increase in visible height does not deviate from the overall objective of these guidelines by establishing that through screening, whether by landscaping, grading, or other means, he will reduce the amount of the building visible from Colorado Highway 135 in conformance with these guidelines.

### 3. Exterior walls.

a. The color, texture, and pattern of the exterior walls shall be varied so as to blend, rather than compete, with the visual elements of the immediate area. Such exterior treatment shall avoid monotonous or overbearing visual impacts.

b. The use of landscape elements such as earth mounds for lessening the apparent wall mass, and trees and shrubs for screening facades and softening building and fence corners, is encouraged.

c. To the extent possible, intake and/or exhaust fans, duct work, or other mechanical projects shall be screened or enclosed so as to blend with the exterior treatment of the building.

d. Energy conservation features are encouraged, and their visual effects will be taken into consideration during the design review.

D. Fences.

1. All fences erected for screening purposes shall be high enough for effective screening, and be varied as to form, color, and texture so as to blend, rather than compete, with the visual elements in the immediate area.

2. Open wire or chain link security fences shall be of a dark or muted color.

E. Signs. No signs shall be permitted in the project except as specifically set forth herein:

1. One directory sign at each highway entrance to the project, listing the name of the project and its tenants, building location, and appropriate building code for each tenant, shall be permitted. The size of the directory sign and allowable tenant sign size shall be as approved by the association.

2. One site identification sign at each site entrance shall be permitted, which sign shall have a maximum size of four square feet.

3. Building or business identification signs located on the primary facade of the building shall be permitted. The total of all building or business identification signs shall not exceed one hundred square feet.

4. All other signs, logos, or advertising displays are not permitted within the project.

5. No sign within the project shall be internally lit.

F. Storage.

1. Merchandise, supplies, equipment, or materials of any kind shall be stored within a building, shed, or screened area.



2. No exterior storage shall be permitted on Lots 2, 3, 4, 5, 6, 7, 20, 21, 22, 23, 24, and 25, as said lots are identified on the plat.

G. Exterior lighting.

1. Security lighting shall be accomplished with low-intensity, incandescent, or high-pressure sodium fixtures at critical locations upon a site as necessary.

2. General lighting for parking or outdoor work areas shall be of a directional nature so as to eliminate as much as possible off-site impact from such lighting, and shall be in use only during working hours, and shall be of incandescent or high-pressure sodium type. Light standards or mounting poles should be no higher than the visible height of buildings permitted within the project. All such lighting shall be directed or shielded so as to prevent upward glare from said lights.

3. General night lighting of buildings is not permitted.

H. Utilities.

1. Utility lines shall be underground throughout the park.

2. All utility meters and switch boxes shall be, to the extent possible, clustered and protected from the elements.

3. Above-ground storage tanks for utility purposes shall be screened from view.

I. Parking.

1. Each site shall be designed and constructed so as to provide sufficient employee parking and customer parking areas, but in no event less than six.

2. All parking areas shall be adequately screened from visual impact from Colorado Highway 135.

3. Parking on interior public or private roads within the project is not permitted.

4. Access driveways to each site are limited to two in number, each being two-way direction of travel, and having a maximum width of thirty feet of improved roadway. Where access driveways cross drainage ditches, culverts of at least eighteen inches in diameter shall be installed and maintained by the owner.

5. All driveways and parking areas shall be improved with asphalt paving or compacted gravel or granite surfaces, or other dust-free surfaces, and shall be maintained by the owner so as to minimize creation of dust from parking and driveway areas.

J. Snow storage.

1. Adequate snow storage areas shall be provided along all interior driveways, parking areas, service yards, and storage areas so as to permit removal of snow without damaging screening, landscaping, and other plantings within the site.

K. Easements and rights of way.

1. Ownership of each site is subject to the easements and rights of way shown upon the plat for location of utility lines, roads, streets, pedestrian access, storm drainage, and snow removal and storage. No improvements shall be constructed, installed, or maintained along, across, or within these areas, with the exception of landscape buffer strips, subject to the approval of the provider of any utility services.

2. Each site shall provide emergency vehicle access in accordance with any requirements imposed by the providers of emergency services.

L. Maintenance of improvements.

1. All site improvements shall be kept in good condition and repair.

2. All buildings, sheds, and fences shall be resurfaced (painted, stained, etc.) as often as

wear and weather may reasonably require. Natural surfaces are acceptable.

3. Should any site improvement be destroyed from whatever cause, all debris shall be promptly removed from the site and the owner shall proceed promptly to either repair, rebuild, replace, or revegetate the damaged improvements.

4. Any repair, replacement, or rebuilding of site improvements shall be done according to the original plan as approved, and any change from the originally-approved plan must be resubmitted for approval as hereinafter set forth.

M. Work in progress.

1. All building and site construction shall be completed according to an approved work schedule. Landscaping work shall be completed during the next full growing season after commencement of improvement of the site.

N. Temporary structures.

1. No temporary structures, excavation, trailer, or tent shall be permitted except as necessary for construction of permanent improvements.

O. Waste and refuse treatment.

1. All solid waste shall be stored within metal containers, which shall be kept inside a building, shed, or screened area.

2. No refuse shall be burned on any site within the project.

3. Waste and sewage treatment facilities shall be designed and constructed so as to meet the needs of each individual site and shall be approved in advance of their construction by the county sanitarian of the County of Gunnison, State of Colorado, and/or the Colorado State Department of Health.

4. At such time as a regional sewage treatment system is available for treatment of sewage generated at the project, each lot shall be required to connect to said system. The board of directors shall have the authority to decide upon and implement a plan of construction of collection lines within the project and such accessory facilities as may be necessary to connect the project to the regional system.

5. Any use which generates any toxic, hazardous, or dangerous waste material shall have designed and constructed adequate facilities for the holding of such waste material in such a manner as it is impossible for the waste material to escape from the holding facility. All such waste materials shall be removed and disposed of in accordance with law and applicable regulations of either the State, Federal, or local governments.

P. Fire protection standards.

1. This project is being developed in an essentially rural environment without the necessary water supply system to provide firefighting protection at urban levels. The owner or occupant of each site within the project must accept a rural level of fire protection. The primary responsibility for fire protection rests with such owner or occupant of a site within the project. In order to minimize the danger posed by threat of fire, both to persons and property, the following regulations will apply to all improvements and uses within the project:

a. In addition to the building codes adopted by the County of Gunnison, State of Colorado, all uses and improvements constructed upon a site within the project shall conform to the requirements of the Uniform Fire Code, 1979 Edition, and the Uniform Fire Code Standards, as published by the Western Fire Chiefs Association, Inc. and the International Conference of

Building Officials. Whenever the requirements of the Uniform Building Code as adopted by the County of Gunnison conflict with the requirements of the Uniform Fire Code or Uniform Fire Standards, the more restrictive provision shall apply.

b. In the event that the Building Department of the County of Gunnison requires assistance in the checking of plans or the inspection of construction for which a charge is made to the County, the owner of the lot shall reimburse the County for said costs as part of the building permit fees.

Q. Water consumption.

1. No existing or proposed use shall consume more than its prorata share of water available from the association's water system.

R. Drainage.

1. All sites shall be graded and improved so as to prohibit any unnatural substances from draining off of the individual site. Improvements which may be required for compliance with this section include, but are not limited to, vaults, dry wells, catch basins, collection ponds, settling ponds, and drains.

5. USE OF SITES. For the purposes of this declaration, the uses to which a site may be put are divided into three categories, as the same are hereinafter defined. No site may be used for any purpose which is not specifically authorized by these protective covenants.

A. Permitted uses. It is the intention of the DECLARANT to provide a project specifically suited for industrial and heavy commercial use. In furtherance of this intention, permitted uses include the following:

1. All manufacturing businesses or industries;

2. Contractor's yards or storage buildings;
3. Warehousing and mini-storage;
4. All wholesale uses;
5. Automobile service and repair;
6. Machinery and transportation equipment, storage, sales, rental, and service;
7. Public utilities;
8. Freight or trucking terminals;
9. Building material storage yard;
10. Mixing plants for asphalt, concrete, plaster, or mortar;
11. Bulk storage of petroleum products;
12. Kennels or hospitals for animals;
13. Commercial laundries.

In addition, accessory uses may be made of a site in conjunction with other specifically-permitted uses. One such accessory use is the establishment of not more than one residential unit to be constructed and used on each site within the project. A residential unit may only be constructed or used if it is located within, or attached to, a building housing another permitted use or is accessory to the primary use of the site. No residential unit may exceed 1,500 square feet of floor area.

B. Uses permitted after review. . Other industrial or commercial uses may be permitted upon a site after a finding by the association, acting through its board of directors, and the Board of County Commissioners of Gunnison County, State of Colorado, that such use is of the same general character as those permitted and which will not be detrimental to the other uses within the project or to surrounding land.

C. Prohibited uses.

1. No use may be made of any site within the project which may reasonably be expected or

which actually does derive twenty-five per cent (25%) or more of its gross revenue for any calendar year from the retail sale of goods, or that uses more than ten per cent (10%) of the area of any improvement constructed upon the site for the retail sale of goods, except for those uses specifically permitted by this declaration.

2. No lot within the project may be subdivided into two or more parcels of land. This restriction shall not be interpreted to mean that the ownership of a lot may not be divided between separate entities by means of lease, condominiumization, or other form of co-ownership, provided that the beneficial use of the lot shall be shared by all persons or entities holding an ownership or leasehold interest in the lot.

3. No lot within the project shall be used for any purpose which is noxious or offensive by reason of the emission of odor, dust, smoke, gas, vibration, or noise. The area surrounding the project enjoys an environment that is especially sensitive to increases in noise levels. While the requirements of the State of Colorado Noise Abatement Code, CRS, 1973, as amended, 25-12-101, et seq., apply to the project, the following more restrictive noise standards are hereby adopted for each site within the project in order to protect the surrounding area from the effects of noise:

a. No use shall be made of any site, nor shall any activities be carried on upon a site, that generates noise in violation of the following standards:

i. Between the time of sunrise and sunset the maximum permitted noise level shall be 70 dbA measured at a point 100 feet from the noise source. Provided, however, that noise not to exceed 80 dbA, measured in the same manner, is permitted for periods not exceeding 15 minutes per hour.

ii. Between the time of sunset and sunrise the maximum permitted noise level shall be 50 dbA measured at a point 100 feet from the noise source. Provided, however, that the nighttime noise levels shall not apply to motor vehicles or other self-propelled equipment while the same are being transported to or from the site.

6. DESIGN AND USE REVIEW AND APPROVAL. Before any construction of any kind is commenced or before any lot or site is put to any use whatsoever, the owner of the lot or site shall first obtain the approval of the board of directors of the association for the proposed improvements and/or use of the premises. In those cases where the proposed use of the premises is not specifically permitted by Section 5A of this declaration, or where the owner is requesting a variance or relaxation of any of the requirements set forth herein, then the approval of the Board of County Commissioners of Gunnison County, State of Colorado, shall also be required prior to the commencement of construction for use of said lot.

A. Procedure. The owner shall submit to the board of directors of the association complete information in the form of plans, drawings, and written narrative discussion of the intended use of the site showing complete compliance with all requirements contained within this declaration. The board of directors of the association shall have a period of time, not to exceed fifteen days from the date of receipt of the submitted information, to advise the owner as to whether or not the information submitted is complete enough to allow the association to review the plans and proposed use. Within thirty days after the association has determined that the plans are complete, the association shall review the proposed plans for compliance with this declaration and either approve or deny approval for the proposed use and construction. Approval by the Board of



County Commissioners of the County of Gunnison, State of Colorado, shall be pursuant to the procedures outlined in the Gunnison County Land Use Resolution adopted May 16, 1977. No failure to take action by the association shall be construed to authorize the use of a site or the construction of improvements that are in violation of the terms and covenants of these restrictions.

7. ASSOCIATION MEMBERSHIP. Membership in the association shall be open to and mandatory upon the owner of each of the lots within the project.

8. MEMBERS' VOTING RIGHTS. Upon any issue or question upon which a vote of the membership is required, either by this declaration, the articles of incorporation, or bylaws of the association, each member shall have the voting rights granted to it by this paragraph. Each owner of a lot within the project shall have one vote for each lot owned by it, provided, however, that so long as the DECLARANT is the owner of any unimproved lot or lots within the project, it shall have two votes for each unimproved lot owned by it. In the event that the ownership of the fee simple title of a lot is severed from the right of possession and use of such lot by any means, the vote of such member may be assigned by written and recorded instrument to the party in possession of said lot.

9. DUTIES AND OBLIGATIONS OF THE ASSOCIATION. The duties and obligations of the association shall include, but not be limited to, the following:

A. To maintain the landscaped buffer strip shown on the plat once the same has been approved by the Board of County Commissioners of Gunnison County, either by approval of the plat or by release of collateral for such improvements pursuant to Section 4-9(D)(v)(9)(b) of the Gunnison County Land Use Resolution adopted by the Board of

County Commissioners of the County of Gunnison, State of Colorado, on May 16, 1977.

B. To own and maintain the sign and directory at the entrances to the project once the sign boards have been constructed by DECLARANT.

C. To own and maintain the water rights, wells, pumps, and water lines, and all accessories thereto, once said water system, or portions thereof, have been constructed by the DECLARANT and approved by the Board of County Commissioners of Gunnison County, either by approval of the plat or by a release of collateral for such improvement pursuant to Section 4-9(D)(v)(9)(b) of the Gunnison County Land Use Resolution adopted May 16, 1977. The association shall also have the power to convey said water rights and water system to a special district formed according to law for the purpose of providing water service without a vote of its members.

D. To own and maintain the roads, including snow removal, within the project shown upon the plat once the roads have been constructed by the DECLARANT and approved by the Board of County Commissioners of Gunnison County, Colorado, either by approval of the plat or by a release of collateral for such improvements pursuant to Section 4-9(D)(v)(9)(b) of the Gunnison County Land Use Resolution adopted May 16, 1977.

E. To own, maintain, and regulate the use of, through the adoption of reasonable regulations, the open spaces identified on the plat of the project.

F. To adopt a budget sufficient to enable the association to undertake the obligations required by it, either by these protective covenants, the articles of incorporation, or the bylaws of the association.

G. To raise the revenue necessary to meet the budget adopted by the association by assessment of each lot within the project, as hereinafter set forth.

H. To enforce, on behalf of its members, the provisions of these protective covenants.

I. To own, operate, and maintain such personal property as may be necessary to carry out any of its other duties or obligations.

J. To purchase such insurance policies as are necessary, in its discretion, for protection of itself or its members.

K. To own, construct, operate, and maintain sewage collection facilities, should the same become necessary, as provided above, and to convey said sewage collection facilities to any special district formed according to law for the purpose of providing sewer service, without a vote of the members.

L. To maintain the emergency vehicle turn-around facilities, and to periodically clear ice from the Slate River as needed for a fire protection water source.

10. ASSESSMENTS OF THE ASSOCIATION. The DECLARANT, for each lot owned by it, and every owner of a lot by the acceptance of a deed for such lot, has agreed to pay all assessments made by the association in accordance with this declaration.

The assessments necessary to meet the requirements of the annual budget of the association shall be apportioned equally between all of the lots. The amount of each lot's assessment shall be determined by dividing the total budget of the association by the total number of lots shown on the plat. Special assessments may be made and assessed in the same manner to defray any unexpected costs or expenses of the association. The assessments shall be payable upon a schedule determined by the board of directors of the association, written notice of which shall be given to each member

at the address shown on the Gunnison County tax rolls for the year of assessment. The association may provide that any assessment remaining unpaid beyond its due date shall bear interest in an amount determined by the association.

All sums assessed in accordance herewith and not paid on the due date hereof, together with interest, shall constitute a lien on such lot in favor of the association. Said lien shall be superior to all other liens except the lien for real property taxes and assessments levied by any governmental authority, and the lien of any mortgage or deed of trust recorded prior to the recording of the notice of the lien for the unpaid assessment.

To give notice of such lien, the association, acting through its board of directors or through its officers, may prepare a written notice of such lien, stating the amount of the assessment left unpaid, the rate of interest accruing thereon, and the legal description of the lot, as well as the name of the owner of said lot. Such notice, when signed by the authorized representative of the association, may be recorded in the office of the Gunnison County Clerk and Recorder. The lien shall attach from the due date of the past due assessments. In the event of the filing of a lien statement, the owner shall become liable for the cost of recording said lien statement and the reasonable cost of preparation of said lien statement. Such lien may be enforced by foreclosure by the association in the same manner as a foreclosure of a mortgage. In the event of such foreclosure, the owner shall be required to pay the costs and expenses for such proceeding, the costs and expenses of filing notice of claim of lien, and all reasonable attorney's fees. The owner of any such lot foreclosed upon shall also be required to pay to the association any assessments for the lot during the period of foreclosure. The association shall have the power to bid in the lot at the foreclosure sale and to acquire and hold, lease, mortgage, or convey the same.

## 11. ENFORCEMENT OF THIS DECLARATION.

A. If any person shall violate or threaten to violate any of the provisions of this declaration, it shall be lawful for any owner of a lot in the project, or the County of Gunnison, acting through the Board of County Commissioners, or the association, to institute proceedings at law or in equity to enforce the provisions of this instrument, and to recover damages, actual and punitive, for such violation. In the event any such action is brought to enforce the terms hereof, the prevailing party therein shall be entitled to its costs in bringing such suit, together with reasonable attorney's fees.

B. In the event the association fails to enforce the provisions of these protective covenants, the County of Gunnison, acting by and through the Board of County Commissioners of Gunnison County, may institute such proceedings as they shall deem necessary to require that the association bring or take such action as is necessary to enforce the provisions set forth herein. In any such action, the County of Gunnison shall be entitled to any costs incurred by it, together with reasonable attorney's fees, should the County of Gunnison be successful in obtaining a judgment against the association finding a breach of duty of the association in the enforcement of these declarations.

12. AMENDMENT. The terms, conditions, restrictions, and covenants herein contained shall not be waived, abandoned, terminated, or amended except by an instrument setting forth the written consent of the owners of seventy-five per cent of the lots within the project, which instrument shall be duly executed, acknowledged, and recorded in the office of the Gunnison County Clerk and Recorder of

Gunnison County, Colorado. No amendment of this declaration shall be permitted without the specific written consent of the Board of County Commissioners of Gunnison County, after consultation with representatives of the Towns of Crested Butte and Mt. Crested Butte.

Notwithstanding any other provision contained herein, the restriction contained in Section 5C hereof concerning the sale of goods at retail may be removed at the application of the DECLARANT and with the written consent of the County of Gunnison, by and through its Board of County Commissioners, after consultation with representatives of the Towns of Mt. Crested Butte and Crested Butte, Colorado.


13. TERM OF DECLARATION. The conditions, terms, restrictions, and covenants contained herein shall remain in full force and effect for twenty years after the date of recording hereof, unless earlier amended or terminated as provided herein. After said time, they shall automatically be extended for additional successive periods of twenty years each unless amended or terminated as provided herein.

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

EXECUTED this 31<sup>ST</sup> day of AUGUST, 1982.

RIVERLAND JOINT VENTURE,  
a Colorado partnership

By

  
C. Michael Verplank  
General Partner

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GUNNISON )

The above and foregoing Declaration of Protective Covenants was acknowledged before me this 7th day of September, 1982, by C. Michael Verplank as general partner of Riverland Joint Venture, a Colorado partnership.



WITNESS my hand and official seal.

My commission expires: 1/8/83

C. Michael Verplank  
Notary Public  
Address P. O. Box 628  
Gunnison, Colorado

## LEGAL DESCRIPTION

## RIVERLAND - AN INDUSTRIAL PARK

A parcel of land situated in Sections 12 and 13, Township 14 South, Range 86 West, and Sections 7 and 18, Township 14 South, Range 85 West, Sixth Principal Meridian, County of Gunnison, State of Colorado, more particularly described as follows:

COMMENCING at the southeast corner of said Section 12 from whence the S 1/4 Corner of Section 12 bears N89°13'00"W a distance of 2659.59 feet;  
THENCE S42°13'25"E a distance of 887.91 feet to a point on the westerly right-of-way line of Colorado Highway 135 which is the POINT OF BEGINNING;  
THENCE N80°51'37"W a distance of 976.68 feet;  
THENCE N31°35'24"W a distance of 598.42 feet;  
THENCE N63°32'52"W a distance of 712.00 feet to a point on the west line of the SE 1/4 SE 1/4 of Section 12;  
THENCE N00°23'19"W along said west line a distance of 402.08 feet;  
THENCE N81°59'26"W a distance of 1342.12 feet to a point on the west line of SE 1/4 of Section 12;  
THENCE N00°16'19"W along said west line a distance of 437.67 feet to the Center South 1/16 Corner of Section 12;  
THENCE S89°11'48"E along the north line of the SW 1/4 SE 1/4 of Section 12 a distance of 401.89 feet;  
THENCE N42°19'49"E a distance of 884.14 feet to a point on the westerly right-of-way line of Colorado Highway 135;  
THENCE S47°44'01"E along said westerly right-of-way line a distance of 1175.52 feet;  
THENCE on a curve to the right 638.29 feet along said westerly right-of-way line, said curve having a radius of 2815.00 feet and a chord which bears S41°14'16"E a distance of 636.92 feet;  
THENCE S34°44'31"E along said westerly right-of-way line a distance of 1688.14 feet to the POINT OF BEGINNING, containing 64.727 acres, more or less.

EXHIBIT A