

# PROTECTIVE COVENANTS

## CASTLE MOUNTAIN CO.

### GUNNISON RIVER FILINGS

1. **ARCHITECTURAL CONTROL.** No building or other structure including but not limited to dwellings, sheds, garages, out buildings, shall be erected, placed or altered on any site until the plans and specifications and a plot plan showing the location of the structure have been approved by the architectural control committee, which plans among other things, shall show the type of exterior material, exterior design, existing structures, and location of the structure with respect to the typography and finish grade elevations.

Should the architectural control committee or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the owner of a tract or tracts within the subdivision, within thirty (30) days after written request therefore, then such approval shall not be required and shall be deemed to have been given; provided, however, that no building or other structure shall be erected or allowed to remain on any tract which violates any of those covenants or restrictions herein contained.

At the time said plans and specifications receive approval, the builder or owner shall proceed diligently with the building, and the same shall be completed within a maximum period of one year's time from the date of approval by the architectural control committee. The architectural control committee shall be composed of HAROLD ROSS, DONALD B. WEIXELMAN and CLINTON STROUD. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any of the members of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

2. **DWELLING SIZE.** Any dwelling house shall occupy a floor area of not less than 1,000 square feet. The architectural control committee may, at its discretion, permit dwellings of less than 1,000 square feet. In computing such minimum area, the area of open porches, carports and garages shall not be included.

3. **BUILDING LOCATION.** The location of any building upon the site shall be with the approval of the architectural control committee, and no building shall be placed so as to interfere with any easements.

4. **RESUBDIVISION.** No further subdivision of any tract as shown on the plat shall be permitted except on the prior approval of the architectural control committee.

5. **EASEMENTS.** There shall be an easement ten feet in width along, adjacent to and parallel to all streets and roads; and there shall also be easements wherever the same shall be delineated on the plat, if any.

6. **A TEMPORARY RESIDENCE.** No structure of a temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence, except that one trailer, tent, or pick-up camper may occupy a lot for a period not to exceed 30 days during any calendar year.

7. **WATER.** All water, wells and sewage disposal systems placed upon any lot shall comply with the requirements of the State of Colorado Health Department and the health department of Gunnison County, Colorado. Any residence constructed on any lot shall, if so permitted, be connected with any public or community water or sewage disposal system which may hereafter be formed or created to serve the subdivision so long as said public system is in existence and makes service available to the lot. The architectural control committee reserves the right to supervise the cleaning, maintenance and repair of all irrigation head ditches and waste ditches and to have the work done and assess the costs thereof to the lot or property owners.

8. **CLEARING OF TREES.** Approval shall be obtained from the architectural control committee to cut down, clear or kill any trees on any tract except those trees which are located on that portion of a parcel of land which will be occupied by a dwelling which is approved by the architectural control committee.

9. **PRIVATE AUTOMOBILES.** No inoperative private automobiles, machines, or rubbish shall be placed and remain on any lot for more than thirty (30) days unless stored or parked in a car port.

10. **NUISANCE.** Nothing shall be done or permitted on any tract which may or become annoying or a nuisance to the neighborhood. No obnoxious or offensive activities or commercial business or trade shall be carried on upon any tract except professional offices such as that of an artist, doctor, lawyer, dentist, beautician or engineer may be maintained within the main dwelling upon the specific approval of the architectural control committee in each case.

11. **REFUSE AND RUBBISH.** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground for rubbish unless so delineated as such on the plat. All containers or other refuse shall be kept in a neat, clean, sanitary condition. Burning of trash shall be permitted only in containers designated for that purpose and at such time of the year as it shall not constitute a fire hazard.

12. **ROADS.** All roads within the subdivision shall be considered as private roads for the private use of the owners of the tracts comprising the subdivision and for the use of the U. S. Government, its subdivisions, departments and agencies, and such roads are not public dedicated roads, except where otherwise indicated or delineated as public roads on the plat. The maintenance of the private roads shall be the responsibility of the Castle Mt. Irrigation, Road and Recreation Association, and each of the owners shall be liable for prorata charges assessed by said Castle Mt. Irrigation Road and Recreation Association, which charges shall not exceed the annual charge of \$100.00 for each membership. Said costs and charges shall be payable to the Castle Mt. Irrigation, Road and Recreation Association at its registered office. In the event that any tract owner shall fail to make his annual payments as herein provided, said annual assessment may be collectible in Court of competent jurisdiction and shall become a lien upon the land. The rules, regulations and by-laws and Articles of Incorporation of the Castle Mt. Irrigation, Road and Recreation Association shall govern the construction, operation and maintenance of roads and recreational facilities. This covenant shall run and be binding upon the land.

13. **MEMBERSHIP.** In the Gunnison River Filing areas each Lot of 2½ acres or less containing one (1) dwelling site thereon shall obtain 1 membership in the Castle Mt. Irrigation, Road and Recreation Association.

14. **WATER SYSTEMS AND IRRIGATION.** In the Gunnison River Filings areas the Castle Mt. Irrigation, Road and Recreation Association shall be responsible for the operation of the irrigation and supply system and the irrigation of lands served thereby and the maintenance of proper waste ditches throughout said area and the cost of such services for said area shall be based or computed upon actual costs reasonably necessary to carry on such work and prorated on a uniform basis as near as may be. Said Association shall also be responsible for the stocking and maintenance of trout fishing streams and ponds constructed or to be constructed for said purposes and the cost of this service in said area shall be included in the annual membership fee.

15. **FISHING RIGHTS.** It is understood that the Castle Mt. Company retains all fishing rights for the use of member property owners and their families on any stream or streams within the boundaries of the company owned land. Each member property owner may have not to exceed 2 house guests engaged in fishing at any one time. The company also reserves a 30 foot easement right of way along each side of fishing streams traversing said area. No hunting shall be permitted and no fire arms shall be discharged within the area at any time by any land owner or guest.

16. **LIVESTOCK.** No hogs, goats, sheep or cattle and no poultry for commercial purposes and not to exceed (2) horses shall be allowed or permitted for each tract within said development company, except that owners may be permitted to have not to exceed two (2) lambs or calves for duly enrolled members of 4-H Clubs. No additional animals of any kind may be permitted or kept in any of the occupied tracts, although arrangements may be made with the Control Committee for additional animals to be fed and housed in other areas or locations connected with or operated in conjunction with said development tracts.

17. **DURATION OF RESTRICTION.** The foregoing agreements, covenants, restrictions and conditions shall run with the land; shall be binding upon all persons now owning property in the above described subdivision and persons hereinafter purchasing said parcels of land; and shall be in effect for a period of twenty (20) years from and after the date of these covenants, after which period said covenants shall cease to have any further force or effect unless owners of more than 50% of the total area shall elect, in writing, to continue for an additional twenty (20) year period, at which time these covenants shall cease to be of no further force or effect.

18. **ENFORCEMENT.** Enforcement of these covenants shall be by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenants or covenant. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for the recovery of any damages for any violation, for the recovery of assessments due the Castle Mt. Irrigation, Road and Recreation Association, or for such other and further relief as may be available, and any person who is judicially determined to be guilty of violating or attempting to violate any of the covenants of this agreement shall pay all costs including a reasonable attorney fee incurred for the enforcement of these covenants.

19. **SEVERALTY.** In the event any one or more of these covenants shall be invalid or of no further force or effect by any Court, the remaining covenants shall remain in full force and effect.

## EXHIBIT J

### AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS GUNNISON RIVER SUBDIVISIONS

This Amendment to Declaration of Protective Covenants Gunnison River Subdivisions (this "Amendment") amends that certain Protective Covenants of Castle Mountain Co Gunnison River Filings recorded June 18, 1970 at Reception No. 280168 as amended and the Declaration of Protective Covenants Gunnison River Filing No. 3 recorded on June 23, 1981 at Reception No. 359826 as amended (collectively, the "Original Covenants"). This Amendment is adopted upon the affirmative vote in writing of 67% or more of the members of Castle Mt. Irrigation, Road, and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association ("CMIRRA"). This Amendment shall be indexed in the grantee's index in the name of CMIRRA and in the name of Gunnison River Homeowners Association, Inc. and in the grantor's index in the name of CMIRRA, Gunnison River Homeowners Association, Inc. and each of the individual owners that executed an approval as recorded herewith.

The property subject to the Original Covenants as amended by this Amendment shall be all real property included in the plat for Gunnison River Filing Number 1 recorded May 6, 1970 at Reception No. 280165<sup>1</sup>, the plat for Gunnison River Filing No. 2 recorded May 21, 1971 at Reception No. 284266, excluding however any portions of the aforementioned that have been excluded by CMIRRA from CMIRRA by any previously recorded instrument but including any portions that have been added thereto (collectively, "Gunnison River Subdivision").

The Original Covenants are amended as follows:

1. Any reference to Castle Mt. Irrigation, Road, and Recreation Association in the Original Covenants is hereby amended to be Gunnison River Homeowners Association, Inc ("GR HOA"). The name of the common interest community is Gunnison River. Gunnison River is a planned community located in Gunnison County, Colorado. All of Gunnison River Subdivision is included in Gunnison River.
2. The following shall be added:

The owner of any lot or tract of land in Gunnison River Subdivision shall be members of GR HOA. The ownership of each lot or tract shall include one vote in the affairs of GR HOA. There are 66 lots or tracts in Gunnison River. The owner of a lot or tract shall be responsible for 1/66<sup>th</sup> of all common expense assessments and liabilities of GR HOA; provided, however, that GR HOA participates with ten additional owners for road maintenance and snow removal and is thus only responsible for 66 of the total 76 shares of these total maintenance expenses. Notice to owners in Gunnison River Subdivision by GR HOA shall be mailed to owners at the most current address for the owner provided by the Gunnison County Assessor unless the owner has consented in writing to receiving notice by an alternate method.

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<sup>1</sup> All references to recording information are to the real property records of Gunnison County, Colorado.

3. Notwithstanding any provision of the Original Covenants to the contrary, the Original Covenants as amended by this Amendment may be amended by the affirmative vote of a simple majority of the members of GR HOA.

Except as expressly set forth above, the Original Covenants remain in full force and effect. Nothing contained herein shall alter any limitations on the amount of assessments. Nothing contained herein shall be construed as an election to adopt the Colorado Common Interest Ownership Act.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Castle Mt. Irrigation, Road and Recreation  
Association a/k/a Castle Mountain Irrigation,  
Road and Recreation Association**

By: \_\_\_\_\_  
 Brad Burton, President  
 STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by Brad Burton as President of **Castle Mt. Irrigation, Road and Recreation Association a/k/a Castle Mountain Irrigation, Road and Recreation Association**.  
Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

Notary Public

Gunnison River Homeowners  
Association, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_, President  
STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_ as President of Gunnison River Homeowners Association, Inc. Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

Notary Public

**[OWNER SIGNATURES ON FOLLOWING PAGES]**