



**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY  
RESOLUTION NO. 36 SERIES 2012**

**A RESOLUTION APPROVING AN AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS OF  
GUNNISON RIVERBANKS RANCH**

**WHEREAS**, the Gunnison Riverbanks Ranch Association has submitted a request to amend the *Declaration of Protective Covenants of Gunnison Riverbanks Ranch* ("Declaration"), which amendment is attached; and

**WHEREAS**, the proposed amendment has received approval by the requisite number of Lot Owners required by the Declaration to effect an amendment; and

**WHEREAS**, Gunnison Riverbanks Ranch is a subdivision approved by Gunnison County, and the Declaration requires that Gunnison County must approve any amendment; and

**WHEREAS**, after a review of the submitted information, the Board of County Commissioners has determined that approval of the amendment violates no provision of the *Gunnison County Land Resolution* or the conditions of Land Use Change Permit No. 2003-14;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Gunnison County, Colorado, that the Declaration is hereby amended, as reflected in the *Amendment to Declaration of Protective Covenants of Gunnison Riverbanks Ranch* attached to this Resolution as **Exhibit A**.

**THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY** shall not be effective unless and until it is recorded in the office of the Clerk and Recorder of Gunnison County.

**INTRODUCED** by Commissioner Swenson, seconded by Commissioner Chamberland and passed on this 4th day of December, 2012.

**BOARD OF COUNTY COMMISSIONERS**

Hap Channel,  
Chairperson

Phil Chamberland,  
Commissioner

Paula Swenson,  
Commissioner

ATTEST:

Deputy Clerk and Recorder



**EXHIBIT A**

**AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF GUNNISON RIVERBANKS RANCH**

**WHEREAS**, the Declaration of Protective Covenants of Gunnison Riverbanks Ranch was recorded in the office of the Gunnison County, Colorado Clerk and Recorder on April 21, 2004 as Reception No. 541046 ("Declaration"); and

**WHEREAS**, the Plat of Gunnison Riverbanks Ranch was recorded in the office of the Gunnison County, Colorado Clerk and Recorder on April 21, 2004 as Reception No. 541045 ("Plat"); and

**WHEREAS**, Section 16.4(A) of the Declaration provides that the Declaration and the Plat can be amended by vote or agreement of Lot Owners to which more than sixty-seven percent (67%) of the votes in the Gunnison Riverbanks Ranch Association ("Association") are allocated; and

**WHEREAS**, pursuant to Section 4.15 of the Association's Bylaws, Action by Written Ballot, the Association received written ballots from SEVENTY ONE percent (71 %) of the Lot Owners approving the amendment set forth below;

**NOW, THEREFORE**, the undersigned officers of the Association hereby certify that:

1. The required number of Lot Owners have voted and/or agreed to amend Sections 3.1, 3.16, 6.4, 6.6, 6.7, 6.8, 6.10, 7.3 and 8.11 of the Declaration to read as set forth on attached **Exhibit 1**.

2. The foregoing amendment has been approved by the Executive Board of the Association.

**SIGNED** this 30 day of NOVEMBER, 2012.

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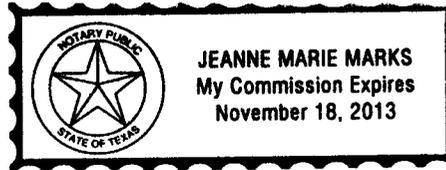
Gunnison Riverbanks Ranch Association,  
a Colorado non-profit corporation

By: *John Clinton Jones*  
John Clinton Jones, President

Attest:

*Timothy J. Fretthold*  
Timothy J. Fretthold, Secretary

STATE OF Texas )  
COUNTY OF Travis )ss.



The foregoing Amendment to Declaration of Protective Covenants of  
Gunnison Riverbanks Ranch was acknowledged before me this 30 day of  
November, 2012 by John Clinton Jones as President of Gunnison  
Riverbanks Ranch Association, a Colorado non-profit corporation.

Witness my hand and official seal.  
My commission expires:

*Jeanne M Marks*  
Notary Public

STATE OF Texas )  
COUNTY OF Bexar )ss.

The foregoing Amendment to Declaration of Protective Covenants of  
Gunnison Riverbanks Ranch was acknowledged before me this 3rd day of  
December, 2012 by Timothy J. Fretthold as Secretary of Gunnison  
Riverbanks Ranch Association, a Colorado non-profit corporation.

Witness my hand and official seal.  
My commission expires:

July 19, 2014

*Christina M Kaderabek*  
Notary Public



# EXHIBIT 1

## Amendment to Declaration of Protective Covenants of Gunnison Riverbanks Ranch Association

**3.1 Residential and Agricultural Use.** All Lots shall be used exclusively for residential and/or agricultural purposes. Each Lot shall have no more than one Residence, two storage sheds and one attached or detached Garage. A Barn may be constructed in lieu of the detached garage. No additional Buildings shall be permitted. No time-sharing shall be allowed. Agricultural use and production shall be in accordance with rules and regulations adopted and administered by the Executive Board, subject to the provisions of Article 7 of this Declaration, applicable state statutes, the Deed of Conservation Easement in favor of the Crested Butte Land Trust recorded December 24, 2003 as Reception No. 537873 and the Land Conservation Covenant in favor of Gunnison County recorded December 29, 2003 as Reception No. 537900 in the office of the Gunnison County Clerk and Recorder.

**3.16 Parking.** Unless authorized by the Executive Board, parking motor vehicles on Gunnison Riverbanks Ranch roads is prohibited. When the Lot Owner is not in residence for more than 7 days, all motor vehicles shall be parked in garages and/or parking areas approved by the Architectural Review Board and/or the Association.

**6.4 Signs.** Except as authorized by Section 106.5 of the Act pertaining to political signage and flags, no sign of any kind shall be displayed on any Lot, except only a sign not to exceed four square feet identifying the Owner and/or address of the Lot or a sign, not to exceed four square feet, advertising the property for sale. All signs shall be in a uniform style and size approved by the Architectural Review Board and shall be consistent with the sign provisions in the Conservation Easement.

**6.6 Temporary Structures.** Unless authorized by the Executive Board, no temporary structure, mobile home, modular home, utility trailer, livestock trailer, trailer house, travel trailer or recreational vehicle shall be permitted on any Lot at any time, except that a small construction office trailer approved by the Architectural Review Board shall be allowed outside of the Conservation Easement Area during construction. "Recreational vehicle" means a vehicle designed to be used primarily as temporary living quarters for recreational, camping, travel, or seasonal use that either has its own motor power or is mounted on or towed by another vehicle. "Recreational vehicle" includes camping trailers, fifth wheel trailers, motor homes, travel trailers, multipurpose trailers, and truck campers.



**6.7 Construction Season and Continuity of Construction.** No exterior construction shall be performed on any Lot between July 1 and September 15 of each year. Site work and exterior construction are allowed throughout the year on all other parts of Gunnison Riverbanks Ranch, except on Lots. All construction, reconstruction, alterations or Improvements on any Lot shall be prosecuted diligently to completion and shall be completed within eighteen months of the commencement thereof, unless an exception is granted by the Architectural Review Board for good cause.

**6.8 Landscaping.** The Lot and all trees, landscaping and foliage thereon shall be maintained in its natural condition except as approved by the Architectural Review Board, subject to the terms of the Conservation Easement. Lawns and artificial landscaping shall be minimal. In conformance with the plan for augmentation decreed in Case No. 03CW93 (the "03CW93 Decree"), lawn and garden irrigation shall not exceed 1,000 square-feet per Lot, provided, however, that if the 03CW93 Decree is amended or vacated such that the 1,000 square-foot limitation contained herein is no longer required by court decree, then additional irrigation may be permitted to the extent authorized by the amended 03CW93 Decree or such other plan for augmentation as may be in effect to augment the depletions caused by the wells within the subdivision. Such additional irrigation shall be subject to approval for each Lot by the Architectural Review Board. No trees or foliage shall be cut or removed from any Lot except only (1) as required to permit ingress and egress to and from the Building Site, (2) to clear the actual construction site for any Residence, Garage or Barn, (3) to remove any diseased or dead trees or foliage, (4) to remove any trees and foliage that poses a danger to any Building, (5) as required for Wildfire Safety or (6) for any recreational or other easement. The Association shall have authority to levy a large fine for the cutting or removal of trees or foliage in violation of this section. The Association shall notify the Land Trust within 14 days of any violation of this Section in the Conservation Easement Area. No construction shall commence prior to compliance with all of the temporary construction fencing provisions of Section 4.3(A) of this Declaration.

**6.10 Abandoned or Inoperable Vehicles.** Subject to the provisions for parking provided elsewhere in this Declaration, including without limitation paragraph 3.16, abandoned or inoperable automobiles or motor vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any Lot, except in a fully enclosed garage. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own power for a period of one (1) month or longer. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner.





**6.12 Nuisance.** No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted upon the Property which is offensive or detrimental to any other part of the Property or its Owners or occupants; provided, however, that this Section shall not apply to any reasonable, usual noise or other activity involving construction of any improvements approved by the Architectural Review Board. No motor vehicles of any kind shall be operated within Gunnison Riverbanks Ranch except on platted roadways and on driveways and parking areas, provided, however, that the Executive Board shall have discretion to allow motor vehicles to be operated on ranch roads that existed before Gunnison Riverbanks Ranch was platted, on condition that such use will not generate negative impacts for adjacent landowners.

**7.3 Horses.**

C. All hay, which shall be grown on the Property or certified weed-free, shall be stored in a suitable feed storage facility in the Barn. When there is not sufficient interior storage, exterior storage at the Barn is allowed.

**8.11 Road Maintenance and Dust Control.**

B. At any time that the use of any road within the Property is the cause of dust pollution, provide dust control in the form of magnesium chloride, oil treatment or other suitable dust retardant.