

When recorded return to:  
River Park Owners Assn.  
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P.O. Box 923  
Ridgway, CO 81432

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**Second Amendment to the Declaration of  
Covenants, Conditions, Restrictions, Reservations and Easements  
For River Park  
Town of Ridgway, Ouray County, Colorado**

This Second Amendment to the Declaration of Covenants, Restrictions, Reservations and Easements (Hereinafter called "CCRR&E") for River Park, Town of Ridgway, Ouray County, Colorado, ("Second Amendment") is made this 16<sup>th</sup> day of June, 2007, by the River Park Owners Association, Inc., ("RPOA"), a Colorado Non profit Corporation.

**Whereas**, on December 18, 2001, a Declaration of Covenants, Restrictions, Reservations and Easements ("Declaration") was recorded by the Ridgway River Ranches, LLC, a Colorado corporation ("RRR, LLC") in the office of the Clerk and Recorder for Ouray County, Colorado at Reception No. 176461. This Declaration was for the development of certain real property for residential use, subsequently commonly known as River Park, Phase I.

**Whereas**, said Declaration created the River Park Owners Association, Inc., ("RPOA") a Colorado Non profit corporation, to be the management of said residential development.

**Whereas**, said RRR, LLC, pursuant to Section 3.5 of the Declaration, subsequently delivered and transferred control to RPOA the management of the River Park phase I development and all property held or controlled by RRR, LLC. Since then, the property previously held by RRR, LLC has been in the exclusive possession and control of the RPOA.

**Whereas**, the RPOA, by a majority vote of its home owner members voted to amend said Declaration as set forth hereinafter below:

**Now Therefore**, the aforesaid Declaration is amended as follows:

1. **Assessment by Unit:** The following paragraph 4.2.a is added to Article 4, Assessments, immediately following section 4.2:

4.2.a The Assessment shall be by Unit except when the Lot is unimproved. If the Lot is unimproved, the Assessment shall be by Lot

until said Lot is improved with the construction of one or more residences. In that case, upon the issuance of a Certificate of Occupancy for any unit on said Lot, the Assessment shall be by Unit, on a pro rata basis for said Assessment period, commencing upon the issuance of said Certificate of Occupancy.

2. **Design Review Board.** Article VI, Design review Board is amended and revised as set forth hereinafter below. Provided however that any provision marked "No Change" shall remain the same as in the original CCRR&E. In addition, there shall be no change in any paragraphs not specifically noted herein.

6.1 **Design Review Board.** The Design Review Board (DRB) shall consist of at least 3, but not more than 5 members, appointed by the Executive Board. A quorum of 3 DRB members is necessary to review applications and approvals require a unanimous vote of no less than 3 DRB members.

- a) Qualifications- All members of the DRB must be property owners and 3 of the 5 must reside in the subdivision.
- b) Term- No change
- c) Exemption- *Paragraph Deleted*
- d) Power of Appointment by Declarant- *Paragraph deleted*

b) **Review Fee-** A refundable Construction & Landscaping deposit of \$3000 is payable by Lot owners on all New House plans submitted for DRB review. A \$100 Administrative Fee is non-refundable. On lesser projects that do not require a Town of Ridgway Building Permit and do not materially alter the color, shape or appearance of existing Improvements, submittal requirements shall be for a lesser fee amount as determined by the DRB. This deposit insures that the dwelling will be built according to the plans and specifications as submitted and approved by the DRB. The owner and/or builder shall be required to maintain and protect all adjacent fences, streets, common areas and landscaping during the construction period. The owner and/or builder shall correct any subsequent property damage to neighboring property, including all trash removal prior to the completion of, and final acceptance of, the construction project. The DRB reserves the right to use the Construction and Landscaping deposit for costs to remedy any said violation, or interim neglect including clean-up and trash removal, and refund the remaining amount to the Owner along with an accounting of how said funds were spent. Adjusted deposits will be determined for lesser projects.

6.2 **Design Criteria.** The DRB shall exercise its reasonable judgment to the end that all attachments, Improvements, construction, landscaping and alterations to Lots, Common Elements and Limited Common Elements within River Park shall comply with the restrictions, standards and requirements of this Declaration. The DRB may establish design rules and guidelines more specific than those set forth in this Declaration including standards for review applicable to all Lots. The approval or consent of the DRB on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Decisions shall be conclusive and binding on all interested parties. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring

structures, effective location and use of Improvements on nearby Lots, preservation of aesthetic beauty, views, solar exposure, and conformity with the specifications, restrictions and purposes of this Declaration. The DRB strongly encourages any attempts to achieve "e-star" or Colorado Green building standards or points.

6.3 Required Approvals. No building, fence, alteration or other structure or Improvement shall be made to a River Park Lot, including but not limited to a change in staining of exterior siding, unless complete and legible plans, specifications and samples have been first submitted to and approved in writing to the DRB. The DRB shall require applications for both temporary and permanent Improvements to include 4 sets of plans and specifications to show exterior design, height, materials, stain color, window type & color, location of the structure or additions to the structure, horizontal and vertical plots, location and size of driveways, landscaping plans, fencing, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the DRB. One set of plans will be retained by the DRB and the remaining 3 for the Town of Ridgway Building Department. All approved plans will be stamped with an official River Park Owners Association approval stamp, signed and dated by the DRB Chairman..

6.4 Reply and Communication. This paragraph shall remain the same except that the time limits set forth in lines two and three shall read "within thirty (30) days after receipt" on line two .... and "nor denied within this 30 day time frame after receipt" on line three. The rest of the paragraph shall be unchanged.. ....

- 6.5 Variances. No Changes.
- 6.6 Waivers. No Changes.
- 6.7 Liability. No Changes.
- 6.8 Records. No Changes.
- 6.9 Inspection. No Changes.

6.10 Enforcement. In the beginning of paragraph 6.10, the following sentence is added. In the spirit of fostering neighborhood good will any violation of DRB guidelines will first be addressed by a verbal communication of those violations, followed by a letter from the DRB stating those violations. If after sixty (60) days from the date of the DRB notice, the offending Lot owner has not responded the DRB reserves the right to take appropriate enforcement steps. Thereafter, the language of the original 6.10 Enforcement paragraph shall be set forth here in its entirety.

3. **Covenants, Conditions, Minimum Standards and Restrictions.** Article VII, Covenants, Conditions, Minimum Standards and Restrictions, is amended and revised as set forth hereinafter below. Provided however that any provision marked "No Change" shall remain the same as in the original CCRR&E. In addition, there shall be no change in any paragraphs not specifically noted herein.

Article VII  
Covenants, Conditions, Minimum Standards and Restrictions

7.1 General Intent. This Article intends to balance and achieve two goals: (1) environmentally responsible and sustainable building methods; and (2) western vernacular architecture. To this end, all Lots in River Park have been platted, oriented and designed to fully utilize solar energy. The River Park /Ridgway Business Park Plat and this Article restrict building footprints, setbacks, and locations to prevent neighboring Lots from obscuring solar exposure. Subject to development rights, all real estate, lots and units within River Park shall be held, used and enjoyed subject to the following limits and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived in writing, in whole or in part, by the unanimous vote of the DRB in their sole and absolute discretion if such strict application would be unreasonable or unduly harsh under the circumstances. The utilization of passive solar and active non-reflective solar technologies is encouraged, as are non-toxic, recycled and environmentally sensitive building materials. Straw, rammed-earth and cobb cottage building techniques shall be permitted, especially with respect to garages and secondary structures provided that such buildings achieve the architectural themes stated herein. Provided however, any conflict between these limitations and the River Park /Ridgway Business Park Plat shall be resolved by adherence to the terms of the Plat.

7.2 Architecture and Building Material Themes. The exterior of all structures shall feature a combination of stone, wood, stucco or rusted corrugated metal. All exterior colors, including roofs, shall blend with the natural surroundings. All exterior wood shall generally retain a natural earth-tone color or be stained with neutral tones, except that window and fascia trim may be painted with brighter colored paint for accent and interest.

- (a) Porches. All single family houses must have a covered front porch of at least 60 square feet.
- (b) Garages. Garages may be attached or detached and shall be located behind or to the rear of the primary dwelling unit except as otherwise provided herein. *The roof pitch shall be no less than 6:12 and no less than 8:12.*
- (c) Siding. *In the first sentence, the words "Vinyl siding" shall be added to the siding that is strictly prohibited. The balance of the paragraph is unchanged.*
- (d) Windows – No changes
- (e) Roofs. – No changes
- (f) Gutter/Flashing. No Changes.
- (g) Stucco. No Changes.
- (h) Chimneys and Flues. No Changes.
- (i) Foundations. No changes except that at the end of the paragraph, the following sentence shall be added. Deck and Porch piers shall be concealed from view wherever possible. The use of landscaping as a method of coverage is encouraged..

7.3 Design Guidelines and Parameters. No Changes.

7.4 Construction Staging and Landscaping Restrictions. No Changes

- (a) Restriction on non-native Landscaping. Non-native grasses (manicured and/or groomed lawns) are specifically discouraged. Except for gardens, in no event shall non-native plants or grasses (manicured and/or groomed

lawns) exceed the fifteen percent (15%) of the total lot square footage. All other areas of the Lots shall consist of water efficient, non-invasive indigenous trees, plants and grasses. Lot owners shall be responsible for controlling and eliminating noxious weeds from their lots and the parkway area between the sidewalk and the street. "Graveled" yards are discouraged but allowed when a detailed plan is submitted for approval by the DRB. Notwithstanding any other provision, the restrictions with respect to non-native landscaping and manicured sod greenery shall not apply to any common elements and parks to be owned and maintained by the Association.

- (b) Setback limitations. No Changes
- (c) Landscaping Plans. A detailed landscape plan shall accompany any application for a DRB building permit for Improvements on each Lot. The landscape plan must show native trees and vegetation that will facilitate summer shading, wind blocking and maximum solar exposure in winter. View corridors or nearby Lots should also be considered. The landscape plan must be approved by the DRB. The Design Review Board may require a bond or deposit, which in its sole discretion is sufficient in form and amount, to ensure that the approved landscaping and tree plan is implemented.
- (d) Trees. No Changes.

7.5 General Restrictions. No changes

- (a) Restrictions on Fences. With the exception of unobstructive wire fences to protect gardens and trees only and ornamental fences in no case higher than four feet with the prior written approval of the DRB, in their sole discretion, no fences shall be constructed within River Park. No gates or structures may be placed across any of the access roads or trail easements within River Park. Under no circumstances shall fences over four feet in height be allowed on 200 series lots. Fencing for all lots bordering Roundhouse Park shall receive special consideration; fencing in such area shall be encouraged to be a vegetated hedge/buffer constructed and implemented only pursuant to a uniform and comprehensive plan and design approved by the DRB. Provided however privacy or other non conforming fences may be allowed by the DRB as a variance to these provisions upon the application of a homeowner when such application shows a special need and/or good cause for such variance.
- (b) Solid Fuel Burning Devices. No Changes
- (c) Roof Items. No Changes
- (d) Motorized Lawn Mowers. No changes.
- (e) Animals/Dogs. No Changes, No changes except to add the following sentence at the end of the paragraph: Lot owners shall be responsible for collection/disposal of their dog waste on their lot and any Association common space or adjoining lots.
- (f) Vehicles. Only Change is to amend the second sentence to read: "Cars and all vehicles should be parked behind or to the side....."
- (g) Utilities. No Change except to add at the end of the paragraph, the sentence: "Satellite dishes or antennas shall be located away from the street where possible". And to delete the following sentence: All other satellite dishes must be approved by the DRB.

- (h) Garbage. No Changes
- (i) Lighting and Signs. After the first sentence reading, "Exposed bulbs shall not be permitted on any exterior light fixture and all such fixtures shall incorporate some sort of opaque light shield to mitigate ambient light pollution." Insert the following sentence. "Maximum wattage for all exterior lights shall be 40 watts." The remainder of the paragraph is unchanged.
- (j) Temporary Structures. No Changes
- (k) Use and Occupancy. No Changes.
- (l) No Hazardous Activities. No Changes.
- (m) Rentals. No Changes.
- (n) Maintenance and Repairs. No Change except that the sentence reading; "The period of construction shall not exceed", the period shall be twelve (12) months....."
- (o) Roadways. No Changes.
- (p) Un sightliness. No Changes.
- (q) Easements. No Changes, to delete word "Declarant".
- (r) Rules and Regulations. No Changes.
- (s) Driveways. No Changes.
- (t) Signs. No Changes except to delete word "Declarant"
- (u) Garages. No Changes.
- (v) Insurance Rates. No Changes.

The following additional paragraphs shall be added to Section 7.5

- (w) Redundant Plans. There shall be no mirror image or "Reversed" house plans approved by the DRB.
- (x) Hours of Construction. The normal hours of work for paid construction crews is: Monday-Friday (7am-7pm); Saturdays (8am-4pm); Sundays (prohibited)
- (y) Any differences or conflicts between the DRB regulations as set forth in this Second Amendment and the subdivision plat notes or the Town of Ridgway regulations or the shall be resolved in favor of the plat notes and/or the Town of Ridgway regulations.

4. **Special Rights given to Developer-** Article VIII, Special Rights, Development Rights, and Other Reserved Rights, pertains only to the rights of the developer. These rights have all terminated by reason of the conditions set forth in the opening paragraph of said Article and accordingly, said Article VIII is deleted.

5. **Amendment by Lot Owners.** Article X, Section 10.5 providing that these CCRR&E's can only be amended by a vote of 67% of the members is deleted and the amended Section 10.5 shall read as follows:

**10.5 Amendment of Declaration by Lot Owners** Except as otherwise provided in this Declaration, and subject to any provisions required by law, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon an approval of a

