

# SJRR Protective Covenants

Filed July 3, 1978

## PROTECTIVE COVENANTS

THE UNDERSIGNED hereby encumber all of the lots described on Exhibit A attached hereto, with the following protective covenants, which will run with the land for a period of twenty years ending November 1, 1998, and will continue thereafter until modified or revoked by instrument in writing signed by the owners of fifty percent or more of the lots described on Exhibit A.

1. No improvements may be constructed upon the lands except one single family home on each lot, and one guest house if permitted by regulations of local government agencies. No trailers or mobile homes will be permitted, except during a period of up to six months while an owner is building a permanent home. Modular homes may be constructed or placed on the premises only with the permission of San Juan River Resort, Inc., or the committee formed pursuant to paragraph 3 below. In addition, all homes shall be completed as to exterior appearance and site clean-up within twelve months from the date of commencement of construction, unless San Juan River Resort or the committee to be formed under paragraph 3 consent to an extended construction period.
2. Until 75% of the lots described on Exhibit A are sold by San Juan River Resort, Inc., it shall have the right to approve or disapprove all proposed construction of homes within the lands described on Exhibit A. Prior to construction, each owner shall submit to San Juan River Resort, Inc. complete plans for construction. San Juan River Resort, Inc., may disapprove plans if for any reason it appears that the proposed home would be out of harmony with the other homes in the area, or with the proposed homes, as to design or appearance. If any plans are disapproved, the disapproval will be accompanied by suggestions for changes which, if adopted, would result in approval. San Juan River Resort, Inc. shall have fifteen days after submission within which to approve or disapprove plans, and if it does nothing, the plans shall be deemed approved.
3. After 75% of the lots described on Exhibit A have been sold, the owners, with each lot having one vote, may vote for a committee of three owners to take over the duties of San Juan River Resort, Inc., as to approval or disapproval of proposed construction.
4. The San Juan River Resort Property owners Associations shall be created, which shall have as its purpose the promotion and enhancement of the community welfare of its members. Any person of legal entity who holds simple fee title or a Bonafide Land Sales Contract to any parcel shall be automatically a member of the association. In the event that a parcel is owned by more than one person or by a corporation, the owners thereof shall designate one individual who shall represent the group. The property owners association shall have an annual membership fee of which a portion will be set aside for the maintenance of the perimeter fencing. All perimeter fences shall be maintained by the developer until turned over to the Property Owners Association, at which time it will become their sole responsibility.

5. Lots shall be kept clean and neat by owners at all times, and no junk cars, building materials, or other unsightly material shall be allowed to accumulate.
6. No owner shall make loud noises, or conduct activities causing noxious odors, or do any other thing that would create a nuisance to other lot owners.
7. All dog, cats, and other household pets shall be kept within an owner's lot, and shall not be permitted to go on premises belonging to other parties.
8. Spark arrestors shall be placed in each chimney, meeting requirements of the U. S. Forest Service for construction within national forest.
9. Each owner shall keep all improvements on his lot in good repair at all times. and shall keep up the appearance of his lot and landscaping.
10. The strips of land shown on the recorded plats along the San Juan River are dedicated to use of all lot owners, (including lots previously sold in San Juan River Resort, subdivisions), their families and guests, as easements for access to the river. Picnic Island and Rainbow Lake as shown on the recorded plats is dedicated to the use of all owners of lots within the subdivisions.
11. No firearms of any kind may be discharged upon the premises.
12. No home or other structure may be placed closer than 10 feet to any side lot line, or thirty feet from the front or back lot line; except that if a lot joins national forest, thirty foot limitation on the back shall be reduced to fifteen feet. If a building site is not conveniently available under the terms of these restrictions. San Juan River Resort, Inc., shall have the right to waive the restrictions. After a committee of owners has been formed, as permitted under paragraph 3 above, it shall have the right to undertake the duties set forth in this paragraph concerning waiving of restrictions. It shall also have the right to waive any of the other provisions of these covenants for a good reason, and shall keep a written record of such waiver and the reasons for it.
13. These covenants may be amended by San Juan River Resort, Inc. until it has sold 75% of the lots described on Exhibit A. After that time, they may be amended by instrument in writing signed by the owners of a majority of lots described on Exhibit A, which amendment shall be recorded in the office of the County Clerk and Recorder of Arculeta County, Colorado.
14. Motorcycles are prohibited within the subdivision, except for use on dedicated roadways for normal access to and from an owner's lot, while being operated at speeds of five miles per hour or less.
15. No horses, or other livestock shall be permitted on the premises except dogs, cats, and other household pets which are kept within the limitations set forth in paragraph 7, and which do not become an annoyance or nuisance to other lot owners.

16. No homes may be constructed unless they contain a total of at least 800 square feet of living space (or at least 750 feet on the ground floor of a two story), exclusive of porches and decks.

17. These covenants may be enforced by any lot owner, or by the developer, and if enforced by an action at law for damages or injunctive relief, the parties entitled to enforcement may recover all costs of enforcement, including reasonable attorney's fees, from any party who has violated the covenants.

18. No lot may be used for commercial or business use of any kind, or for the use other than residential, except the following lots:

All lots in Wolfcreek Estates

Unit II, San Juan River Resort: Lots 182-185,

Lots 85-93, Lots 32-43, Lots 1-13, and Tract A.

19. Additional lots or lands may be made subject to the terms of these covenants by the owner signing and recording an instrument in writing evidencing an intention to make the lots or lands subject to the provisions of these covenants.

## 20. GRANTEE'S ACCEPTANCE

a. The Grantee of any parcel subject to the coverage of this declaration, by acceptance of a deed conveying title there to, or the execution of a contract for the purchase thereof whether from Declarant or a subsequent owner of such parcel, shall accept such a deed or contract upon and subject to each and all of these restrictions and the agreements herein contained, and also the Jurisdiction, rights and powers of Declarant and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with Declarant, and to and with the Grantees and subsequent owners of any portion of the real property to keep, observe, comply with and perform said restrictions and agreements.

b. Each such Grantee also agrees by such acceptance to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such parcel.

There is a State approved Water and Sewer system in operation. The San Juan Resort Water and Sewer Company will supply water and sewer to each parcel. The San Juan Water and Sewer Company will be responsible for maintenance and operation of the water and sewer systems. There will be a one time tap fee for water and sewer of \$800.00 due at the time of hook-up. A water and sewer availability fee of \$48.00 per year will be charged until hook-up is made. Water may be metered. The water and sewer rate will be established prior to the initial hook-up and will be competitive with the other water and sewer companies in the area.

## EXHIBIT A

All lands owned by San Juan River Resort, Inc., located in Units I or 11, San Juan River Resort, and all unsold lands in Wolfcreek Estates.

JUAN RIVER RESORT, INC

(signature)

By: Frank Griffiths, President

STATE OF COLORADO )

) ss.

COUNTY OF LA PLATA )

Acknowledged before me this 30th day of June, 1978,  
by Frank Griffiths as President of, and for, San Juan River Resort, Inc.

(signed)

NOTARY PUBLIC

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### AMENDMENT OF PROTECTIVE COVENANTS

(Filed July 3, 1984)

THE UNDERSIGNED as permitted by those certain Protective Covenants of San Juan River Resort, Inc., Archuleta County, Colorado as recorded In Book 159 at Page 141 through 143 of the Archuleta County records, amend those protective covenants as follows:

1. Paragraph 20(b) is amended and replaced with the following paragraph which shall become effective on August 1, 1984:

Each such Grantee also agrees by such acceptance to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such parcel.

The San Juan Water and Sewer Company will make water and sewer available to each parcel by supplying a water and sewer line within 75 feet of the Grantee's property line. The San Juan Water and Sewer Company will be responsible for maintenance and operation of the water and sewer systems. There will be a one-time tap fee for water and sewer of \$1800.00 due at the time of hookup. Water and sewer hook shall be made by a licensed plumber. A water and sewer availability fee of \$84.00 per year will be charged until hookup is made. Water may be metered. In the event that the water is metered all meters and costs of meter hookups shall be paid for by Grantees. The water and sewer rate will be established prior to the initial hookup and will be competitive with the other water and sewer companies in the area. This paragraph shall apply only to residential hookups and water and sewer use and availability shall not apply to commercial property pursuant to paragraph 18 of the original protective covenants. Rates for commercial use shall be set by San Juan River Resort, Inc. until 75% of the commercial lots are sold. Tap fees, water and sewer use fees and availability fees are subject to change yearly by the San Juan Water and Sewer Company.

2. The undersigned certify that they are the owners of more than 50% of the lots in San River Resort, Inc. This amendment shall extend to San Juan River Resort, Inc. Units I and II of San Juan River Resort and all unsold land In Wolf Creek Estates, and all future subdivisions within the lands referred to in the original recorded covenants of San Juan River Resort, Inc.

SAN JUAN RIVER RESORT, INC.

(original document signed)

By Frank Griffiths, President  
Archuleta Co, Colo #124278 7/03/84 Martha Valdez, Recorder

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San Juan River Resort Covenants  
Amended December 19, 1990.  
Filed January 15, 1991

ARCHULETA COUNTY, CO 0177071 01/15/1991 10:40  
BK 319 PG 344 JUNE MADRID, RECORDER

DECLARATION OF  
AMENDED PROTECTIVE COVENANTS

San Juan River Resort Unit No. 1  
San Juan River Resort Unit No. 2  
and Wolf Creek Estates

THESE AMENDED PROTECTIVE COVENANTS are made this 19th day of  
December, 1990, by SAN JUAN RIVER RESORT, INC., an Arizona  
corporation, hereinafter referred to as the "Declarant".

R E C I T A L S:

1. Declarant has previously executed and filed of record in Archuleta County, Colorado, Protective Covenants for San Juan River Resort Unit 1, Amended, according to the plat thereof filed October 4, 1972 as Reception No. 76530 in the office of the Clerk and Recorder of Archuleta County, Colorado, and San Juan River Resort Unit 2. according to the amended plat thereof filed February 10, 1975 as Reception No. 82578 in the office of the Clerk and Recorder of Archuleta County, Colorado, which Protective Covenants were recorded July 3, 1978 in Book 159, Page 141, Reception No. 91789 of the records of Archuleta County, Colorado. An Amendment of Protective Covenants was recorded July 3, 1984 as Reception No. 124278 of the records of Archuleta County, Colorado.

2. Declarant desires to amend the Protective Covenants in accordance with the authority reserved in Paragraph 13 of the original Protective Covenants and to subject thereto all lands encompassing San Juan River Resort Unit 1, San Juan River Resort No. 2 and Wolf Creek Estates.

NOW THEREFORE, Declarant hereby declares that all of the lots in San Juan River Resort Unit No. 1, San Juan River Resort Unit No. 2 and Wolf Creek Estates (hereinafter the "Property") shall be held, sold and conveyed subject to the following restrictions, covenants and conditions

which are for the purpose of protecting the value and desirability of the Property and which shall run with the Property and be binding on all parties having any right, title and/or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Association Powers and Membership: The San Juan River Resort Property Owners Association, Inc. (hereinafter the Association) shall have all the powers that are set forth in its Articles of Incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to assess and collect from every member of the Association a uniform monthly charge per single-family lot within the subdivision. The amount of such charge is to be determined by the Board of Directors of the Association and the charge in no event shall be less than \$2.00 per month. Said charge shall be included in monthly assessment billings of water service, sewer service, availability fees or other charges. No such charge shall be assessed against any lot owned by Declarant, the Association or any other entity that acquires title to any lot for the sole purpose of operating and maintaining the water or sewer utility systems serving the subdivision or lots dedicated for recreational use by all owners.

In a case of multiple ownership of a single lot, the Association shall be entitled to collect one membership fee for each lot. At the discretion of the Association, the rate of charge for ownership of multiple lots may be reduced.

2. Assessments: Every person who is currently or shall become the legal or equitable owner of any lot in the subdivision by any means shall, by the acceptance of a deed or contract to purchase a lot, be held to have agreed to pay the Association all charges that the Association shall make in accordance with these covenants. If any such payment is not made when due it shall bear interest from the due date until paid at the interest rate periodically established by the Board of Directors of the Association. Until paid, all such charges together with costs and reasonable attorney fees required to secure payment thereof, shall constitute a continuing lien on and against the Property charged. The Association may file with the County Clerk and Recorder a written notice stating that it is the owner of a lien to secure payment of the unpaid charges plus costs and reasonable attorney fees. Any such lien may be foreclosed by the Association in the manner provided by the laws of the State of Colorado for the foreclosure of mortgages upon real property. The Association shall, upon demand at any time, furnish a list of members who have paid such assessments or of members who are delinquent in the payment of such assessments.

3. Use of Funds: The funds accumulated as a result of the charges levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the members of the Association.

4. Subordination to Lien: The lien of a mortgage or a deed of trust placed upon any lot for the purpose of permanent financing and/or construction of a residence or other improvement thereon, shall be superior to any lien of the Association provided for in these covenants.

5. Suspension of voting Rights: The Board of Directors of the Association shall have the right to suspend the voting rights and the right to the use of the Association's recreational facilities of any member or associate member for any continuing violation of the restrictive covenants after

the existence of the violation has been brought to the attention of the member in writing by the Board of Directors of the Association or during the period that any assessments or utility charges for water or sewer service remain unpaid.

6. Design and Construction Standards: Each single-family dwelling unit, including multiple-story units, shall contain a minimum of 1200 square feet. Multiple-story units shall have a minimum of 800 square feet on the main floor. No structure shall be permitted that exceeds 5000 square feet. These minimum and maximum areas shall be exclusive of roofed or unroofed porches, terraces, garages, unfinished basements or other structures. No building or structure shall be constructed which covers more than 55% of the total area of the lot. No home or other structure may be placed closer than 10 feet to any side lot line, or 30 feet from the front or back lot line; except that if a lot is adjoining the National Forest, the 30 foot limitation on the back shall be reduced to 15 feet.

The maximum height of homes shall be 37' from grade level to the top of the roof on the side of the building that faces the road.

7. Architectural Review: All plans for proposed structures must be submitted to the Association at least 30 days prior to applying for a building permit for review and approval or rejection by the Architectural Review Committee of the Association. If plans are approved, a copy of the plans shall remain with and become the permanent property of the Association.

The following general guidelines concerning approval shall be used:

(a) Mountain type homes including, but not limited to single and multi-floor structures with appropriate style and configuration which are compatible with the majority of existing homes in the subdivision shall be approved;

(b) Homes with radically dissimilar design to existing homes such as geodesic, those constructed on pedestal supports, those with less than a 5" to 12" roof pitch, and others which are not compatible with the majority of homes shall be rejected. The Association shall notify the applicant in writing of the rejection and applicant shall have 30 days from the date of the rejection to request an appeal hearing before the Board of Directors of the Association.

8. Utility Charges: The Association shall own and operate the water and sewer systems. The Association shall provide central water and sewer service to each lot subject to payment of the utility charges in accordance with these covenants provided, however, the Association shall not be obligated to extend water and sewer lines to lots not presently served unless the Association receives satisfactory financial guarantees from the owners of the undeveloped lots. Every person who is currently or shall become a legal or equitable owner of any lot in the subdivision that has water and sewer services available to the lot shall be subject to the following utility charges:

(a) An availability fee established by the Association or any successor entity, which shall be charged monthly;

(b) A tap fee when water and sewer lines are connected to a structure on the lot;

(c) A monthly user fee for water and sewer service as established by the Association or any successor entity.

It shall be the personal obligation of every lot owner subject to utility charges to pay availability fees, tap fees or user fees in a timely fashion. Failure to pay utility charges shall constitute a breach of the owner's obligation and shall result in legal action by the Association or any successor entity against the lot owner. In addition to any unpaid charges, such action shall include interest at the rate established by the Board of Directors, court costs and reasonable attorney fees. Until paid, all such charges, together with costs and reasonable attorney fees required to secure payment thereof, shall constitute a continuing lien on and against the Property charged. The Association may file with the County Clerk and Recorder a written lien notice. The lien may be foreclosed by the Association in the manner provided by the laws of the State of Colorado for foreclosure of mortgages upon real property.

9. Disconnection of Service: In addition to the remedies previously set forth, the Association or any successor entity shall have the unabridged right to disconnect water and sewer service to any structure that is delinquent in the payment of utility charges in the amount of \$250.00 or six months worth of charges, whichever occurs first. Disconnection shall be the duty of the Association or its successor entity with at least a majority of the Board of Directors voting in favor of such action. Prior to reconnecting the facilities the owner shall pay, in addition to all sums due for charges, interest, costs and attorney fees, if any, the actual cost of disconnecting and reconnecting the premises, including materials, equipment rental and labor.

10. Water Meters: The Association or any successor entity shall have the unabridged right to install water meters at all homes and buildings tapped into the water system. The Association or any successor entity is authorized to establish guidelines for apportioning the cost of labor and materials incurred in installing water meters between the lot owners and the Association or successor entity.

11. Prior covenants: Except for the specific amendments and additions set forth above, all the original covenants and amendments previously filed shall remain in full force and effect and the same are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the day and year first above written.

(Signed and Notarized)

SJRR Covenants – 1978, 1984 and 1991 Combined