

GUIDE TO THE GUNBARREL GREEN COVENANTS

This document is a retyped version of the Gunbarrel Green Covenants, with these changes:

- *Each sentence has been numbered.*
- *Each sentence is a separate paragraph.*
- *The sentences have been reordered and grouped by topic.*

All of the text in the original document is here, no text has been changed, and only the following have been added:

- *Headings and numbering.*
- *Paragraphs labeled INTERPRETATION which are not part of the Covenants, but which explain how the HOA Board interprets the Covenant.*

This document is intended as a guide, and not as a substitute for the Covenants as filed with Boulder County.

I General Covenant Provisions

I.a Animals

4.1. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other animals of any description shall be kept or maintained on any part of said lots except that residents may keep dogs, cats, or other animals which are bona fide household pets so long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property.

I.b Antennae, Satellite Dishes, and Utility Lines

11.8. All aerial masts, radio and television antennae mounted on the exterior of a structure are prohibited except with the written consent of the Architectural Committee and the interior mounting of such objects will be preferred.

11.9. However, the Architectural Committee shall not unreasonably impair the installation, maintenance or use of an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, in a manner which is in violation of the applicable rules and regulations promulgated by the Federal Communications Commission (FCC), in effect at the time that such determination by the Architectural Committee is made.

11.10. No overhead utility lines shall be installed or maintained on any portion of the lots covered by these restrictions except that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

14.1. All electric, television, radio, telephone line, and communication/entertainment cable installations and connections from lot owner's property line to residence or structures shall be placed underground.

I.c Appearance

11.5. All types of refrigerating, cooling or heating apparatus must be concealed.

11.7. No garbage or trash cans or receptacles shall be maintained in an exposed and unsightly manner.

12.1. Each lot at all times shall be kept in a clean, sightly, and wholesome condition.

12.2. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot, street or golf course, except as necessary during the period of construction.

12.3. In the event any structure is destroyed either wholly or partially by fire or any other causality, said structure shall be promptly rebuilt or remodeled to conform to this declaration or all remaining portions of the structure, including foundations, and all debris shall be promptly removed from the property.

12.4. Each occupied lot shall at all times be kept clear of weeds and other unsightly growth, and any and all landscaping that becomes objectionable or should interfere with the operation of the golf course located adjacent to the property covered hereby, upon demand by the Architectural Committee shall forthwith be removed by the property owner.

INTERPRETATION of 11.7:

- 1. To be a violation, the cans/receptacles must be BOTH exposed and unsightly.*
- 2. Exposed cans/receptacles in front of the house or fence facing the street are in violation.*
- 3. Cans/receptacles that are exposed but within two feet of the side of the house or behind a fence are not in violation.*
- 4. The Covenant does not apply to trash collection days*

I.d Burning

10.1. No coal or other type of fuel which gives off smoke except wood shall be used for heating, cooking or any other purposes and no trash or garbage shall be burned on the premises except in approved incinerators located indoors.

I.e Businesses

2.3. No business or profession of any nature shall be conducted upon any lot or in any residence constructed thereon that generates vehicle traffic other than normal residential traffic to any lot or to any residence constructed thereon.

2.4. There shall be no signs or other external advertising anywhere on the lot or any structure or anywhere else in Gunbarrel Green.

2.5. The business shall not employ any persons other than those living on the property.

2.6. The business shall not require more than five (5) commercial pick-ups and/or deliveries (including special mail, e.g., UPS, Emory, and overnight mail) per calendar month.

I.f Landscaping

9.1. No wall or fence except a decorative wood, stone or brick fence not exceeding six feet in height measured from the adjoining ground surface inside the fence, may be erected or maintained on any lot.

9.2. Boundary planting along any lot lines, except trees with single trunks, shall not be permitted to grow higher than six (6) feet.

9.3. No walls, fences or hedges will be permitted on the street frontage beyond the setback line as defined in Section 7 above unless permission is granted by the Architectural Committee.

12.4. Each occupied lot shall at all times be kept clear of weeds and other unsightly growth, and any and all landscaping that becomes objectionable or should interfere with the operation of the golf course located adjacent to the property covered hereby, upon demand by the Architectural Committee shall forthwith be removed by the property owner.

I.g Lighting

18.1. Each residence shall provide and maintain at least one gas or electric light post at or near the street property line which said light shall be operated and lighted by a photo-electric cell or other automatic device so that it will be lighted automatically during hours of darkness.

18.2. The design of the light post and the amount of light emitted there from shall be approved by the Architectural Committee.

I.h Noise

4.1. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other animals of any description shall be kept or maintained on any part of said lots except that residents may keep dogs, cats, or other animals which are bona fide household pets so long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property.

I.i Rental

2.1. No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence.

2.2. Nothing contained in this section, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

I.j Signs

2.4. There shall be no signs or other external advertising anywhere on the lot or any structure or anywhere else in Gunbarrel Green.

11.2. No advertising or signs of any character shall be erected, placed, permitted or maintained on any lot other than a name plate of the occupant and a street number and except for a "for sale" or "for rent" sign not exceeding the size permitted in residential areas in the City of Boulder.

I.k Tanks

11.3. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property.

11.4. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas, or oil, must be below ground.

INTERPRETATION: In paragraph 11.3 of the Covenants, "elevated tank" does not include rain barrels allowed pursuant to state regulations.

I.l Vehicles, Trailers, and Temporary Buildings

5.1. No temporary house, trailer, tent, garage or out-building shall be placed or erected upon any part of said lots, and no residence placed or erected on any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans (as hereinafter provided) nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions and restrictions herein set forth; provided, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage of materials may be erected and maintained by the person doing such work.

6.2. In no case shall there be off street parking except in driveway.

11.6. Large objects such as boats, campers, trailers or trucks shall not be maintained, stored or parked on said lots unless enclosed or screened from view from the streets, from neighbors yards and from the golf course.

INTERPRETATION: In paragraph 11.6 of the Covenants, the Board interprets "large objects" to mean all objects larger than 84 inches wide and 265 inches long and all boats, trailers, and campers on trucks regardless of size.

I.m Church

1.3. Nothing herein contained shall prohibit the use of Lots 12 through 17 inclusive in Block 34 in said Gunbarrel Green as a site for the erection of a church building thereon and the use of said lots and building for usual church purposes which shall include off-street parking for the use of visitors to the church building.

II Architectural Committee Provisions

- 1.1. Each and every one of said lots shall be used for single-family residence purposes only.
- 1.2. Garages or carports must either be attached to the residence as an integral part thereof or attached thereto by arbor or breezeway and shall conform to the architecture thereof.
- 3.1. All roofing material used on main residences, garages, patios, or approved out buildings must be approved by the Architectural Committee.
- 3.2. Roofing material which is metallic in appearance, plastic, asphalt and any other low-quality roofing material shall be prohibited except when specifically approved by the Architectural Committee.
- 3.3. The Architectural Committee shall list approved materials and make the list available to homeowners upon request.
- 3.4. The Architectural Committee shall review the list and update it to maintain the highest quality appearance for the neighborhood.
- 5.2. The work of constructing, altering, or remodeling any building on any part of the property shall be prosecuted diligently from the commencement thereof until the completion thereof.
- 5.3. All outbuildings or structures of any form or size including storage sheds, playhouses, etc., require approval from the Architectural Committee.
- 6.1. Every principal residence constructed on a lot shall have not less than 1,400 square feet of floor area devoted to living purposes (exclusive of roofed or un-roofed porches, terraces, basements, garages or carports) and shall have a garage or carport of sufficient size to house not less than one car; further each such residence shall provide for off street parking for at least four cars including the space in the garage or carport.
- 6.3. If residence of more than one story is constructed then the main floor shall have not less than 1,100 square feet of floor area devoted to living space.
- 6.4. Any residence having less than 1,500 square feet on main floor shall have a two-car garage or carport.
- 7.1. Every building, structure, or other improvements which are erected or placed upon any lot (excluding uncovered terraces and steps) shall be located in accordance with the following prescribed distances from lot lines:

7.2.1. (a) FRONTYARD SETBACKS: Not less than 35 feet from any street lot line.

7.2.2. Corner lots fronting on two streets shall be considered as having two street lot lines and the setbacks shall not be less than 35 feet from the front street lot line and 25 feet from the side street lot line.

7.2.3. For the purposes of this section, the street lot line is that shown on an official survey of the lot not the concrete gutter swale bordering the street.

7.3.1. (b) SIDE YARD SETBACKS: Not less than 10 feet from any side lotline.

7.3.2. This requirement shall not apply to fences.

7.4.1. (c) REARYARD SETBACKS: Not less than 25 feet from any rear lot line.

7.4.2. This requirement shall not apply to fences.

7.5. Roofs may overhang the setback requirements by not more than three feet.

7.6. The Architectural Committee may grant reasonable exceptions to the setback requirements herein above set forth.

7.7. If the setback requirements of the County of Boulder then in effect are more restrictive in residential districts which, in the opinion of the Architectural Committee, are comparable in quality to this residential district then the more restrictive setback requirements of the County of Boulder shall apply.

8.1. The Architectural Committee may grant reasonable variances or adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein.

8.2. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements in the neighborhood and shall not militate against the general intent and purposes hereof.

9.1. No wall or fence except a decorative wood, stone or brick fence not exceeding six feet in height measured from the adjoining ground surface inside the fence, may be erected or maintained on any lot.

9.3. No walls, fences or hedges will be permitted on the street frontage beyond the setback line as defined in Section 7 above unless permission is granted by the Architectural Committee.

11.1. Any building placed, erected or maintained upon any lot in the tract shall be entirely constructed thereon, and same shall not nor shall any part thereof be moved or placed thereon from elsewhere, except with the express written consent of the Architectural Committee.

11.5. All types of refrigerating, cooling or heating apparatus must be concealed.

11.8. All aerial masts, radio and television antennae mounted on the exterior of a structure are prohibited except with the written consent of the Architectural Committee and the interior mounting of such objects will be preferred.

11.9. However, the Architectural Committee shall not unreasonably impair the installation, maintenance or use of an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, in a manner which is in violation of the applicable rules and regulations promulgated by the Federal Communications Commission (FCC), in effect at the time that such determination by the Architectural Committee is made.

11.10. No overhead utility lines shall be installed or maintained on any portion of the lots covered by these restrictions except that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

12.3. In the event any structure is destroyed either wholly or partially by fire or any other causality, said structure shall be promptly rebuilt or remodeled to conform to this declaration or all remaining portions of the structure, including foundations, and all debris shall be promptly removed from the property.

12.4. Each occupied lot shall at all times be kept clear of weeds and other unsightly growth, and any and all landscaping that becomes objectionable or should interfere with the operation of the golf course located adjacent to the property covered hereby, upon demand by the Architectural Committee shall forthwith be removed by the property owner.

13.1. No lot or lots shall be subdivided, except for the purpose of combining portions with an adjoining lot, provided that no additional building site is created thereby.

13.3. Not less than one entire lot as originally laid out shall be used as a building site.

14.1. All electric, television, radio, telephone line, and communication/entertainment cable installations and connections from lot owner's property line to residence or structures shall be placed underground.

15.1. An Architectural Committee shall be appointed by the Gunbarrel Green Homeowner Association Board of Directors, shall, as long as the restrictions, covenants and conditions herein set forth are in force and effect, be constituted and shall perform the duties on it imposed as herein set forth.

15.2. The Architectural Committee members shall be residents of Gunbarrel Green.

16.1. Before anyone shall commence the construction, reconstruction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, or other structure whatsoever, there shall be submitted to The Architectural Committee two complete sets of plans and specifications for said improvement, the erection or alteration of which is desired, and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received written approval as herein provided.

16.2. Such plans shall include plot plans showing the location on the lot or property of the wall, fence, or other structure proposed to be constructed, placed, altered, or maintained, together with the proposed color scheme for roofs and exteriors thereof.

16.3. In order to avoid unnecessary hardships, it is mandatory that all lot owners contemplating such construction, or alteration, as mentioned above, should submit preliminary drawings in duplicate of such work to The Architectural Committee in order to obtain tentative action thereon before causing the preparation of detailed or complete drawings, plans or specifications, or incurring substantial expense in that regard.

16.4. A service charge established by The Architectural Committee not in excess of \$50.00 shall be paid by the owner to said committee.

16.5. One set of preliminary plans shall be retained by the Architectural Committee.

16.6. The Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof.

16.7. One set of said plans and specifications and details, with the approval or disapproval endorsed thereon, shall be returned to the person submitting same, and the other copy thereof shall be retained by the committee.

16.8. The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in event such plans, specifications and details are not in accordance with all of the provisions of the declaration, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specification or details or any part thereof to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Committee.

16.9. The decision of the Committee shall be final.

16.10. Neither the undersigned nor any architect or agent of the undersigned nor any member of the committee shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications.

16.11. No buildings or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without the prior written approval of the Committee.

17.1. Easements and rights-of way in perpetuity are hereby reserved for surface or subsurface drainage purposes and for the erection, construction, maintenance and operation of underground wires, cable, pipes, tile lines, conduits and apparatus for the transmission of electrical energy, for telephone, television and radio lines and for the furnishing of water, gas, sewer service or for furnishing of other utility purposes, together with the right of entry for the purpose of installing, maintaining, and reading gas, electric and water meters, under, along, across, upon and through strips of land shown as easements on the recorded plat of Gun Barrel Green, except those easements which have been or may be released of record by proper government agency.

18.2. The design of the light post and the amount of light emitted therefrom shall be approved by the Architectural Committee.

III Legal Provisions

13.2. Any ownership or single holding by any person comprising the whole of one lot and part or parts of one or more adjoining lots shall, for all purposes of this declaration of conditions and restrictions, be deemed as constituting a single lot.

19.1. Each grantee of the properties included within this Declaration, by acceptance of a deed conveying any of the lots or properties, shall accept title thereto upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, and by such acceptance, shall for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with the grantees and subsequent owners of each of said other lots, to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements and each thereof.

19.2. Said restrictions, covenants and agreements are intended and imposed for the direct and mutual and reciprocal benefit of each and all of said lots and subsequent owners thereof, and to create mutual and equitable servitudes upon each of said lots in favor of each other lot, and reciprocal rights and obligations and privity of contract and estate between the grantees of said lots, their respective heirs, successors and assigns.

20.1. The provisions herein contained are for the benefit of each and all of said lots and are and shall operate as covenants running with the land, and shall inure to the benefit of and be binding upon Declarants and the purchasers and subsequent owners of each of said lots.

20.2. A violation of said provisions, conditions, restrictions or covenants shall warrant the Declarants or other lot owners to apply to any court of law or equity having jurisdiction thereof for an injunction or for damages or other proper relief, and if such relief be granted, the Court may, in its discretion award to the plaintiff his court costs and reasonable attorney's fees.

20.3. No delay or omission on the part of the undersigned or their successors or assigns in interest, or the owner or owners of any other lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or an acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by, for or on account of its failure or neglect to exercise any right, power, or remedy herein provided for, in the event of any such breach, or for imposing herein provisions conditions, restrictions, or covenants which may be unenforceable.

21.1. In the event that any one or more of the provisions, conditions, restrictions, and covenants herein set forth shall be held by any Court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect..

22.1. Any variance or adjustments of these conditions and restrictions granted by the Architectural Committee pursuant to Section 8 hereof, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

23.1. The Restrictions, Conditions and Covenants of Gunbarrel Green as amended herein shall run with and bind the Lots pertaining thereto for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

23.2. Such restrictions, covenants and conditions while these restrictions, conditions and covenants are in effect may be extended, amended or revoked by the recording in the office of the County Clerk and Recorder of Boulder County an instrument signed by the then owners of not less than sixty percent (60%) of such lots setting forth such extension, amendment or revocation, provided always, however, that the Architectural Committee and its functions shall not be eliminated and any such amendment shall not have the effect of rendering said restrictions, covenants and conditions more difficult to comply with or of imposing more severe restrictions.

23.3. A certificate signed and acknowledged by the County Assessor of the County of Boulder or by an abstractor or title company doing business in Boulder County that any such instrument has been signed by the then owners of not less than sixty percent (60%) of such lots shall be deemed prima facie evidence that such instrument has been signed by the owners of the required number of lots.

24.1. With respect to issues coming before the Gunbarrel Greens Homeowners Association, each Gunbarrel Green Homeowners Association Member-in good standing shall be entitled to one vote for each full lot owned.

24.2. A Member-in-good standing is one whose Gunbarrel Greens Homeowners' Association Dues are current and paid in full.