

***AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS, COVENANTS AND
CONDITIONS OF GUNBARREL GREEN***

DRAFT

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**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF
GUNBARREL GREEN**

THIS AMENDED AND RESTATED DECLARATION is effective upon recording.

RECITALS:

A. On July 26, 1963, H.T.C. Escrow Company, a Colorado corporation, and Charles E. Williams, Mary G. Williams and Fred A. Blake and Hope D. Blake, submitted the real property described in Exhibit A to that certain Declaration of Restrictions, Covenants and Conditions Covering Certain Lots in Gunbarrel Green, a Subdivision of a Part of the County of Boulder, recorded in the office of the Clerk and Recorder, Boulder County, Colorado at Reception No. 732360, as amended by the following documents:

1. Amendment to Declaration of Restrictions, Covenants and Conditions Covering Certain Lots in Gunbarrel Green, a Subdivision of a Part of the County of Boulder, recorded on March 16, 1967, in the office of the Clerk and Recorder, Boulder County, Colorado at Reception No. 90841740;
2. Amendment to Declaration of Restrictions, Covenants and Conditions Covering Certain Lots in Gunbarrel Green, a Subdivision of a Part of the County of Boulder, recorded on April 2, 1970, in the office of the Clerk and Recorder, Boulder County, Colorado at Reception No. 90939708;
3. Amended Protective Covenants recorded on April 21, 1988, in the Office of the Clerk and Recorder, Boulder County, Colorado at Reception No. 00914202; and
4. Gunbarrel Greens Covenants recorded on July 11, 1997, in the office of the Clerk and Recorder, Boulder County, Colorado at Reception No. 1713523 (collectively referred to as the "Original Declaration").

B. The Owners within the Gunbarrel Green Community desire to amend and restate the Original Declaration by virtue of this Amended and Restated Declaration of Restrictions, Covenants and Conditions of Gunbarrel Green ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration; and

C. The Original Declaration provides for and allows for this Declaration, at Section 23, which provides as follows:

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. 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 serve restrictions. 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.

D. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means;

E. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

F. The purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to effectively solve problems, add provisions to enable the Association to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

G. The purpose of the Association as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association; and

H. Pursuant to the requirements set forth in Section 23 of the Original Declaration, the Association obtained the signatures of not less than 60% of the Lot Owners on an instrument approving this Declaration.

NOW THEREFORE, the Original Declaration is replaced and superseded by the covenants, servitudes, easements and restrictions set forth below:

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ARTICLE 1 DEFINED TERMS

Section 1.1 Defined Terms.

Each capitalized term in this Declaration shall have the meaning specified or used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

- (a) Act shall mean the Colorado Common Interest Ownership Act, *C.R.S. §38-33.3-101 et. seq.*, as applicable to communities created prior to July 1, 1992.
- (b) Architectural Committee means the committee appointed by the Board of Directors for the purpose of implementing the architectural review provisions of this Declaration and architectural guidelines for the Community to insure proper use, appropriate improvement, and harmonious additions, alterations and improvements within the Community.
- (c) Assessment shall include all Common Expense Assessments (i.e. “Dues”) and any other expense levied to Lots pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.
- (d) Association shall mean Gunbarrel Green Homeowners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.
- (e) Board or Board of Directors shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.
- (f) Common Expenses shall mean and refer to all expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves.
- (g) Community or Gunbarrel Green Community shall mean the planned community known as “Gunbarrel Green,” and the real property subject to this Declaration and as further defined by the recorded Plats and the legal descriptions contained in this Declaration, and the Members of the Association.
- (h) Covenant Committee shall mean the Committee appointed by the Board of Directors for the purpose of overseeing compliance with the Declarant and any Rules and Regulations.
- (i) Declaration shall mean and refer to this Amended and Restated Declaration of Restrictions, Covenants and Conditions of Gunbarrel Green.
- (j) Governing Documents shall mean this Declaration, the Plat, the Articles of

Incorporation, the Bylaws, any Maps and any Rules and Regulations of the Association, as all of the foregoing may be amended from time to time.

(k) Lot shall mean and refer to any plot of land shown upon any recorded Plat of the Property.

(l) Member shall mean any Owner. The terms “Member” and “Owner” may be used interchangeably.

(m) Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(n) Plat or Map shall mean and refer to the plat(s) and/or map(s) of the Property and improvements that are subject to this Declaration and which are designated in the Plat or Map recorded in the records of the Office of the Clerk and Recorder of Boulder County. More than one plat, map or supplement thereto may be recorded, and, if so, then the term “Plat” or “Map” shall collectively mean and refer to all of such plats, maps and supplements thereto.

(o) Property shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(p) Rules and Regulations shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community and/or clarification of the Governing Documents, including any amendment to those instruments.

ARTICLE 2 NAMES & DESCRIPTION OF PROPERTY/EASEMENTS

Section 2.1 Name and Type.

The type of Common Interest Community is a Planned Community. The name of the Planned Community is Gunbarrel Green. The name of the Association is the “Gunbarrel Green Homeowners Association, Inc.”.

Section 2.2 Property.

The Planned Community is located in Boulder County, State of Colorado. The Property of the Planned Community is described in Exhibit A of this Declaration, and/or is consistent with the common scheme and plan for the creation and operation of the Community. The number of Lots currently included in the Community is 309.

Section 2.3 Easements for the Association.

Each Lot shall be subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees and contractors) to allow for their performance of its specific obligations in this Declaration, provided that the easement granted and the use thereof shall not unreasonably interfere with or impair the use of any improvements constructed on a Lot and shall be exercised only after reasonable notice to the Owner of the Lot. The easements herein are limited to those set forth in this Declaration, such as enforcement of covenants, conditions and restrictions pursuant to Article 5, or architectural inspection pursuant to Article 6, and as may be set forth in the Plat.

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership.

Every person who is a record Owner of a fee interest in any Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership. Each Lot shall be allocated one vote which shall be cast as a single vote and shall not be subject to fractional voting.

Section 3.2 General Purposes and Powers of the Association.

The Association, through its Board of Directors, shall perform functions and manage the Gunbarrel Green Community as provided in this Declaration, to protect the value and desirability of the Community and the Lots. The Association, per the agreement with Boulder County, shall maintain the archway, monument sign, and grounds for maintenance, repair, replacement and improvement. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.3 Authority of the Association.

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, to the extent that it applies to communities created prior to July 1, 1992, this Declaration, the Plat or Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors.

The Board of Directors may delegate authority to a managing agent (if approved by the Members pursuant to Section 3.5 below), provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to

effect such right or privilege or to satisfy such duty or obligation.

Section 3.4 Allocated Interests.

The Common Expense liability and votes in the Association allocated to each Lot are set as follows:

- (a) the percentage of liability for Common Expenses, equally;
- (b) the number of votes in the Association, equally.

Section 3.5 Managing Agent.

Upon approval of a majority of the Members voting in person or by proxy at a meeting of the Members at which a quorum is present, the Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. Regardless of any delegation to a managing agent, the members of the Board shall not be relieved of responsibilities under the Governing Documents or Colorado law. The agreement shall be by written contract having a term of no more than three years and shall be subject to cancellation by the Association on 30 days' notice, with or without cause, and without a cancellation fee.

Section 3.6 Indemnification.

To the full extent permitted by law, and assuming such person was acting in good faith, prudently and in the best interest of the Association, each officer, director or committee member of the Association and other volunteer appointed by the Board of Directors shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer at the time such expenses are incurred, pursuant to the indemnification provisions set forth in the Bylaws and by Colorado law.

Section 3.7 Education and Training.

As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents, and occupants, including providing funding and permitting the use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident, and occupant awareness of governance, operations, and concerns of the Community and the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.

ARTICLE 4 COVENANT FOR DUES

Section 4.1 Personal Obligation to Pay Dues and Association Lien.

Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Assessments for Common Expenses (“Dues”), and such other Assessments as imposed by the Association. The Association Dues and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees and collections costs charged by the managing agent or any other agent, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

Except as provided in this Declaration, all Dues shall be assessed against all Lots equally.

Section 4.2 Basis of Annual Dues.

Dues may be made on an annual basis against all Lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year.

Section 4.3 Annual Dues.

The budget for the annual Dues shall be submitted to the Owners for consideration pursuant to the Act. Once the budget has been presented to the Members, the budget shall be deemed to be approved by the Association; provided, however, that the proposed Dues must never exceed more than ten percent (10%) above the prior year's Dues per Lot without approval by a majority vote of the Members present and voting in person or by proxy, at which a quorum is present.

The annual Dues shall be due and payable in monthly, quarterly, or annual installments, or any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy Dues for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 4.4 Special Assessments.

In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund.

The proposed Special Assessment must be approved by a majority of the Members voting in person or by proxy at a meeting of the Members at which a quorum is present. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, at the discretion of the Board. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 4.5 Supplemental Assessments.

The Association shall have the right to add to any Owner's Assessment, after notice and an opportunity for a hearing, as provided in this Article the following:

- (a) Those amounts expended by the Association due to the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (b) All fines and costs assessed against an Owner pursuant to the Governing Documents; and
- (c) Any other expenditures or charges which the Board, in its reasonable discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

Section 4.6 Application of Payments.

All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Lot shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any special or regular Assessments due or to become due with respect to such Owner.

Section 4.7 Effect of Non-Payment of Dues or Any Other Assessment.

- (a) Any Dues not fully paid within the fiscal year shall be subject to reasonable late fees as determined by the Board.
- (b) Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Dues or Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Lot.

Section 4.8 Lien Priority.

The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot.

Section 4.9 Borrowing.

The Association shall have the power to borrow money, but only upon the affirmative vote of a majority of the Members entitled to vote, present and voting at a meeting called for that purpose, assuming at least a quorum of Members are present. Should the Members approve the proposed loan, the Association shall have the right to assign its right to future income, including the right to assign its right to receive Assessments for Common Expenses, as security for the loan.

**ARTICLE 5 COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND
OCCUPANCY**

Section 5.1 Flexible Application of the Subsequent Covenants and Restrictions.

All Lots within the Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

Section 5.2 Authority.

All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- (b) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.
- (c) All fines imposed are collectable as Assessments.

Section 5.3 Use/Occupancy.

All Lots within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section.

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 that are not in conflict with this Declaration; provided, however, that the Board may adopt reasonable Rules and Regulations applicable to the church in the same manner as those applicable to all other Lots in the Gunbarrel Green Community, to ensure that no activity on the church Lot will be harmful to the neighboring Lots or the Community in general. The church will provide off-street parking for the use of visitors to the church building.

Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally through signs or other advertising installed on the residence or Lot. Uses which have one or more of the following characteristics are not permitted: (a) commercial manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi-trailers; (e) the use or rental of any structure on a Lot for any transient, hotel, motel, tiny home, bed and breakfast, restaurant, bar or other commercial purposes.

Section 5.4 Leasing and Occupancy.

Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

- (a) Leases or rentals shall be for or of the entire residence. Leasing single rooms or more than one room, but less than the entire residence, is prohibited. This includes short-term rentals, which are defined as rentals for less than six (6) months
- (b) Subleasing (whether of entire residence or a room(s) in the residence) is prohibited.
- (c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association. Owners are responsible for the violations of their tenants.

(d) Each Owner who leases his or her Lot shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(e) All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(f) All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(g) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

Section 5.5 Maintenance of Lots and Improvements.

Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, vehicle parts, lumber or other building materials shall be permitted to remain exposed upon any Lot so that they are visible from any neighboring Lot, street or golf course, except as necessary during the period of construction. Placing furniture and other such personal items on the Lot, with signage advertising that such item is “free” or “for sale”, is expressly prohibited.

Owners are responsible for the maintenance, repair, and replacement of the property and improvements located within their Lot boundaries. Each occupied lot shall at all times be kept clear of weeds and other unsightly growth, and any and all landscaping that becomes a safety hazard for drivers, pedestrians or cyclists or becomes objectionable or should interfere with the operation of the golf course located adjacent to the property covered hereby, upon request by the Covenant Committee or Board shall forthwith be removed by the property owner. Per the approval of the Architectural Committee, limited vegetable gardens may be allowed in front yards.

The Association, and its agents, shall have the authority, after giving the Owner 30 days written notice, to enter, replace, maintain, repair and clean up Lots which do not conform to the provisions of this Section, and to charge and collect from the Owner thereof all reasonable costs related thereto as an Assessment hereunder.

Section 5.6 Restrictions on Pets.

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, as may be defined in the Rules and Regulations, so long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance, inconvenience, or danger to any of the residents of the Community. Pets must further comply with applicable local ordinances.

If a pet is deemed a nuisance or danger by the Board of Directors or the pet violates the Boulder County Animal Control Ordinance, Boulder County Animal Control may be contacted. That resident may be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any.

When outside of the Lot, pets must be on a leash and/or under control. Feces left by pets must be removed promptly by the owner of the pet or the person responsible for the pet. Owners shall hold the Association harmless from any claim resulting from any action of their pets or the pets of their tenants, guests or other invitees.

Section 5.7 Antennae.

“Permitted Antennas” are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation as a Permitted Antenna as clarified above, no exterior television or any other antennae, microwave dish, satellite dish, ham radio antenna/tower, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot.

Section 5.8 Nuisances.

No nuisance shall be permitted within the Gunbarrel Green Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or any portion of the Community by residents. This could include, but not be limited to, excessive holiday light decorations. Further, no improper, offensive or unlawful use shall be permitted within the Gunbarrel Green Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Gunbarrel Green Community or a portion thereof shall be observed.

Section 5.9 Vehicle Parking, Storage, and Repairs.

(a) Vehicles should be parked in the garage, driveway, or on the street, and may not be parked on the side of the driveway or residence except on a parking pad or other parking space that has been approved by the Architectural Committee.

(b) The following may not be parked or stored within the Community, unless such parking or storage is within a garage, or screened from view from the street, from the neighbors' yards and from the golf course, or unless authorized in writing by the Association or is otherwise exempted by Colorado law: oversized vehicles, pickup trucks over one ton, trailers, camping trailers, boat trailers, hauling trailers, golf carts, boats or accessories thereto, self-contained motorized recreational vehicles (e.g., motor homes), commercial vehicles, cargo vans, or other oversized types of vehicles or equipment as prohibited by rule or regulation. The foregoing may be parked temporarily for delivery of goods or services and a courtesy period up to two (2) days for loading/unloading before and after a trip; provided, however, that such courtesy periods shall not exceed ten (10) days per year. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for the construction or the maintenance of any Lots or any improvements in the Property.

(c) No abandoned, unlicensed, expired license plates, or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within the Community unless parked or stored within a garage. An "abandoned or inoperable vehicle" may be defined by Rule or Regulation.

(d) No parked vehicle may impede the safe and efficient use of the streets by residents, obstruct emergency access to/from the Community, or interfere with the reasonable needs of other residents to use their driveway, Community streets or guest parking, if any.

(e) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of garages. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such

washing and polishing. Minor repairs may be performed, provided they may be completed the day commenced, there is no damage (e.g., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands.

(f) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

Section 5.10 Residence Architectural Requirements.

Every principal residence constructed on a Lot must be approved by the Architectural Committee, and shall have at least 1,400 square feet of floor area devoted to living purposes (excluding roofed or un-roofed porches, terraces, basements, or garages) shall have a garage 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. Garages 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. Gravel driveways are not allowed.

All roofing material used on, but not limited to, residences, garages, patio covers, tool sheds, playhouses, and other approved outbuildings must be approved by the Architectural Committee. All roofing requests need to be accompanied by a Boulder County Building Permit. A list of recently approved roofing materials will be posted on the Gunbarrel Green Association website. Even though the roofing material and color you selected are listed on the Association website or are used on other homes in the neighborhood, Architectural Committee approval is still needed for your project. Raised/standing seam metal roofing is only to be used as an architectural accent and not for the majority of the roof. The Association is not approving the suitability of the roofing material, but simply approving it for compliance with the Declaration. The appearance of the material shall be compatible with the surrounding homes and the general community.

Section 5.11 Setbacks

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:

(a) Front Yard Setbacks: Not less than 35 feet from any street lot line. Front property line is determined by the front of the house. 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. 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.

(b) Side Yard Setbacks: Not less than 10 feet from any side property line. This requirement shall not apply to fences.

(c) Rear Yard Setbacks: Not less than 25 feet from any rear property line. This requirement shall not apply to fences.

Roofs may overhang the setback requirements by not more than three feet. The Architectural Committee may grant reasonable exceptions to the setback requirements hereinabove set forth. 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.

Section 5.12 External Lighting.

Each residence shall provide and maintain at least one approved gas or electric or solar lighting at or near the street property line which said light shall be operated and lighted by a photo-electric cell or other automatic devices so that it will be lighted automatically during hours of darkness. The location of the light, design of the light and the amount of light emitted therefrom shall be approved by the Architectural Committee pursuant to Article 6 and comply with Boulder County regulations.

No light shall be emitted from any portion of the Gunbarrel Green Community which is unreasonably bright or causes unreasonable glare. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus or intensity as not to disturb the residents of adjacent Lots and shall comply with Boulder County outdoor lighting regulations.

Section 5.13 Fences.

No wall or fence except a decorative wood, stone (without wire) 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. No walls, fences or hedges will be permitted on the street frontage beyond the setback line as defined in Section 5.11 unless prior written approval is granted by the Architectural Committee.

Section 5.14 Restrictions on Clotheslines and Storage.

Except for retractable clotheslines, which shall be used only temporarily and in the back yard and which comply with any other reasonable aesthetic regulations adopted by the Board, and except as otherwise permitted by Colorado law, no clotheslines shall be allowed, kept, maintained or permitted on any Lot.

Section 5.15 Restriction on Signs and Advertising Devices.

Except as expressly permitted in this Section, and except as approved by the Board, no sign, poster, billboard, advertising device or display of any character shall be erected, placed, permitted or maintained on any Lot other than a nameplate of the occupant and a street number. One "for sale" or

“for rent” sign not exceeding the size permitted in residential areas in the County of Boulder is permitted. Political signs, which are signs intended to impact the outcome of an election or ballot issue, are permitted on the Lot but must be displayed in accordance with any County Rules and Regulations adopted for such signs, if any. One professionally lettered security or alarm system sign not exceeding one square foot may be displayed on a Lot. No signage will be permitted at the entry of Lookout and Idylwild Trail unless approved by the Board.

Section 5.16 Temporary Structures.

No temporary house, trailer, tent (other than as may be permitted in the Rules and Regulations), garage, or outbuilding shall be placed or erected upon any part of a Lot, 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.

Section 5.17 Outbuildings

All outbuildings require Architectural Committee approval.

The definition of “outbuilding” is: A structure subordinate to but not connected with the primary residence on a parcel of property. This may include, but is not limited to, sheds, barns, pool houses, gazebos, playhouses/play structures, garages/golf cart garages, tree houses, etc. They shall be of commercial quality and strong enough to withstand high winds.

Outbuildings are limited to one per Lot. Their appearance shall be compatible with the residence regarding color, architecture, roofing and the materials used. They shall be placed so they are not located on the high point of the Lot. They shall be screened with conforming fencing and/or appropriate landscaping to prevent being seen from the streets and the neighbors as much as possible. They are not permitted on the front of the residence. A Boulder County permit may be required. The structure shall meet all requirement of Boulder County including all applicable permits and inspections. County regulations may supersede our Association regulations. In certain situations, input from neighbors may be considered.

All outbuildings shall be less than 120 square feet in size and no taller than eight feet.

(a) Within the property line setbacks – these can be gazebos, playhouses, sheds, etc. compliant with the 10-foot side setback and the 25-foot rear property line setbacks.

(b) Not within the property line setbacks – requires a variance from the Architectural Committee.

Section 5.18 Trash Restrictions.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or any Lot, unless placed in a suitable container suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans, bins, or receptacles shall be placed in an exposed or unsightly manner and must be enclosed or screened from view of the streets, from neighbors' yards and from the golf course.

Section 5.19 Tanks.

No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill shall be erected, placed or permitted upon any Lot without the prior written approval of the Association.

Section 5.20 Placement and Usage of Rain Barrels.

(a) Residents who choose to collect precipitation from their rooftops must use rain barrels. A Rain Barrel is defined as a storage container with a sealable lid located above ground outside of a residential home that is used for collecting precipitation from a downspout of a rooftop.

(b) No more than two Rain Barrels with a combined storage capacity of 110 gallons may be utilized at any given time;

(c) Rain Barrels must be placed in the back of the house so as not to face or be visible from the street.

(d) Rain Barrels must be mosquito resistant, commercially manufactured, and harmonize with the color scheme of the home.

(e) Collected precipitation collected must be utilized for the Lot upon which it is collected and may only be used for outdoor purposes such as lawn irrigation. Collected precipitation may not be utilized for any indoor purposes or as drinking water.

Section 5.21 Prohibition of Marijuana Distribution and Growing.

No Owner or occupant of a Lot may utilize such Lot for the purpose of growing or distributing marijuana other than as allowed under Colorado law and local ordinance.

Section 5.22 Subdivision of Lots.

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

Section 5.23 Rules and Regulations.

In furtherance of the provisions of this Declaration, Rules and Regulations concerning and governing the Community, or any portion thereof, may be adopted, amended, or repealed from time to time by the Board of Directors. Prior to adopting any Rules and Regulations, the Board shall seek input and feedback from the Members pursuant to a policy adopted by the Board regarding the procedures for the adoption and amendment of policies, procedures, and rules. Rules and Regulations may be adopted to clarify and supplement, but may not contradict or be contrary to, the Declaration.

Section 5.24 Compliance with Governing Documents.

Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

Section 5.25 Use of the Words Gunbarrel Green Homeowners Association, Inc.

No Owner or resident shall use the words Gunbarrel Green Homeowners Association, Inc. or the logo of the Community or Association, if any, or any derivative thereof, in connection with any website, website address, goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

ARTICLE 6 ARCHITECTURAL COMMITTEE

Section 6.1 Establishment of the Architectural Committee.

An Architectural Committee (“Committee”) shall be appointed by the Board of Directors and shall consist of a minimum of three members. In the event a Committee is not established, the Board shall perform all duties of the Committee as provided in this Article and the Governing Documents of the Association. The Board shall have the authority to remove any members of the Committee at their sole discretion.

Section 6.2 Required Approval.

No structures, including residences, outbuildings, accessory buildings, tennis courts, play structures, driveways, parking pads, swimming pools, antennas (except as otherwise permitted in this Declaration), flag poles (except as otherwise permitted by the Act), fences, walls, exterior lighting, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any improvements installed on the interior of the residence that affect the exterior appearance (i.e., burglar bars, stovepipes, etc.), nor shall any alteration or change to the exterior of the improvements, the exterior of a residence, to a Lot or to any structure or any

attachment to the exterior of a residence (including painting, awnings, patios, decks, or shutters) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Committee, as may be outlined in the Rules and Regulations. The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location, composition of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), location and size of driveways, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee.

Section 6.3 Acknowledgment of Owners.

Owners acknowledge, accept and agree to the following:

(a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Committee.

(b) Owners shall within seven (7) days of the request, comply with any request by the Committee for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted.

(c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness.

(d) Owners, by submitting an application for approval, hereby certify: (i) they will verify Lot boundaries, (ii) they will construct or modify improvements located only on their own Lot or upon Property which they have permission to construct, modify or improve, and (iii) they will not violate any easements, rights-of-way, or other rights appurtenant to such Property.

(e) Owners shall notify the Committee of completion of the improvement's installation or construction within 30 days of such completion.

(f) Upon completion of an improvement, Owners authorize the Committee or its representative(s) to enter onto the Lot for exterior inspection, if necessary.

(g) Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection, may result in the withdrawal of the Committee's approval.

(h) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written

request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications.

(i) In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 6.4 Architectural Criteria.

The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of exterior appearances of structures with neighboring structures, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration.

Section 6.5 Architectural Guidelines.

The Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association. The guidelines may include but not be limited to procedures for the receipt, review and response to architectural review submissions; specific requirements for particular improvements, including but not limited to height, color, and material specifications; and types of improvements that do not need architectural approval.

Section 6.6 Reply and Communication.

The Committee shall reply to all complete submittals of plans made in accordance herewith in writing within forty-five (45) days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within 45 days after the Committee has received the complete plans and specifications, the submittal shall be deemed to be approved. All communications and submittals shall be addressed to the Committee in care of the Association. All decisions of the Committee shall be communicated to the Board.

Section 6.7 Commencement and Completion of Construction.

All improvements approved by the Committee must be commenced within six (6) months from the date of approval unless otherwise stated in the approval form. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work. Additionally, except with written Committee

approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within two years, unless extended by the Committee.

Section 6.8 Variances.

The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in architectural guidelines; provided however, that variances or adjustments are done in conformity with the intent and purpose thereof; and, provided also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other Lots in the subdivision. Variances and adjustments may be of the height, size and setback requirements, pursuant to the terms herein, but shall not be limited thereto. No variance shall be permitted if it violates governmental minimum standards.

Section 6.9 Right to Appeal.

An Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board of Directors or, if the Board is acting as the Committee, request the Board reconsider its decision, as long as the Owner submits the request for appeal or reconsideration within 10 days of the date of disapproval of conditional approval. The Board of Directors shall review the decision of the Committee or reconsider its own decision pursuant to the criteria set forth in this Article and/or the architectural guidelines. Any decision may be overruled and reversed on appeal by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision or its own decision was inconsistent with the criteria set forth in this Article and the guidelines.

Section 6.10 Waivers.

The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 6.11 Liability.

The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements.

The Association will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to an Owner's Lot with respect to architectural requests and shall not be liable for any disputes relating to the same. Any disputes with respect to the foregoing are to be resolved between the disputing Owners.

ARTICLE 7 INSURANCE/CONDEMNATION

Section 7.1 Insurance on the Lots.

Each Owner has the responsibility to obtain hazard insurance covering loss, damage or destruction by fire or other casualties to the improvements, installed or made to their Lot, or other property of that Owner located on such Lot, and liability insurance covering any injuries occurring to persons or property damages on a Lot.

Section 7.2 Insurance to be Carried by the Association.

The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage shall include the following terms and shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado.

Section 7.3 Association Fidelity Insurance.

The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees, as required by law.

Section 7.4 Directors' and Officers' Personal Liability Insurance.

The Association shall obtain directors' and officers' personal liability insurance to protect the officers, directors, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting as officers and directors on behalf of the Association.

Section 7.5 Other Association Insurance.

The Association may obtain insurance against such other risks, of similar or dissimilar nature, as it shall deem appropriate with respect to the Association responsibilities and duties.

Section 7.6 Insurance Premium.

Insurance premiums for insurance provided by the Association shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 7.7 Duty to Repair.

Any portion of the Community for which the Association is required to insure under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association, except as provided in the Act.

Section 7.8 Responsibility for Payment of Deductible Amount.

Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to any property insured by the Association unless the damage is caused by the negligent or willful act or omission of an Owner, his family, guests, renters, or invitees, contractor, in which case the Association shall seek reimbursement of the deductible amount in compliance with and under the terms of the Declaration.

Section 7.9 Insurance Assessments.

If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. Notwithstanding the Special Assessment procedure set forth in this Declaration, the insurance Assessment shall be ratified unless vetoed by Members holding at least 90% of the total votes entitled to be cast in the Association pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time.

Section 7.10 Damage to or Destruction on Lots.

In the event of damage to or destruction of structures or improvements on a Lot, the Owner shall proceed promptly and diligently to repair or to reconstruct the damaged structure and improvements in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made by the Owner in cases of substantial damage or destruction. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall, again with promptness and diligence, clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with this Declaration.

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. The issue of acceptable promptness will include reasonable consideration of the homeowner's receipt of insurance proceeds and the relative magnitude of the fire or other casualties in comparison to the original residence itself.

ARTICLE 8 GENERAL PROVISIONS

Section 8.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration. This provision does not mean that an Owner may trespass on another Owner's Lot, or exercise self-help to cure the violation of another Owner. This provision only allows an Owner, at his or her expense, to pursue a private action against the other Owner who is allegedly violating the covenants and restrictions in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) suspending the right to vote;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Lot and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition;

(iv) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(v) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and

(vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the

Governing Documents, the Association may record a notice of violation against the Owner and the Lot.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

Section 8.2 Covenant Committee

The Board of Directors may appoint a Covenant Committee, which shall have the duty to review and investigate all potential violations of the Declaration or Rules and Regulations (except for those that fall within the jurisdiction of the Architectural Committee pursuant to Article 6), and make recommendations to the Board with respect to enforcement and remedies. The specific duties and scope of authority of the Covenant Committee shall be clarified in a Covenant Committee charter to be adopted by the Board of Directors. In the event the Board does not appoint a Covenant Committee, the Board shall perform all duties related to enforcement of the Governing Documents of the Association (except for those that fall within the jurisdiction of the Architectural Committee). The Board shall have the authority to remove any members of the Committee at their sole discretion.

Section 8.3 Attorney Fees.

If an Owner fails to pay any Assessment as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner shall be charged as an Assessment and shall constitute a lien against the Lot.

Section 8.4 Severability

Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held

invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 8.5 Term of Declaration.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 8.6 Amendment of Declaration by Owners.

Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Members holding at least sixty percent (60%) of all the Lots in the Community. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Boulder County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 8.7 Captions.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 8.8 Interpretation.

The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration.

Section 8.9 Singular Includes the Plural.

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 8.10 Challenge to this Amendment.

All challenges to the validity of this amendment or any future amendments must be made within one year after the date or recording of this document. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 8.11 Non-Waiver.

Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or any other provision of this Declaration or any subsequent enforcement of such provision.

Section 8.12 Conflict of Provisions.

In case of conflict between this Declaration and the Articles or Bylaws, this Declaration shall control. In the case of conflict between the Articles and Bylaws, the Articles shall control.

The undersigned, being the President and the Secretary of the Gunbarrel Green Homeowners Association, Inc., hereby certify that the Association has obtained the signatures of not less than 60% of the Lot Owners on an instrument approving this Declaration.

**GUNBARREL GREEN HOMEOWNERS ASSOCIATION,
INC.,** a Colorado nonprofit corporation,

By: _____
President, Cynthia Arey

ATTEST:

Secretary, Sandra Misura

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Declaration was acknowledged before me by _____, as
President of Gunbarrel Green Homeowners Association, Inc., a Colorado nonprofit corporation, on
this ____ day of _____, 20__.

Notary Public

My commission expires:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Declaration was acknowledged before me by _____, as
Secretary of Gunbarrel Green Homeowners Association, Inc., a Colorado nonprofit corporation, on
this ____ day of _____, 20__.

Notary Public

My commission expires:

**EXHIBIT A
PROPERTY**

The following lots in Gun Barrel Green as shown on the plat(s) thereof recorded in the office of the County Clerk and Recorder of the County of Boulder and State of Colorado:

Block 5	Lots 1 thru 8
Block 6	Lots 1 thru 11
Block 10	Lots 1 thru 10 and 12 & 13
Block 19	Lots 1 thru 4, 6 thru 28 and 29C
Replat of Blocks 20 & 21 (no block number)	- Lots 1 thru 29
Block 22	Lots 1A, 2 thru 9 and 10A
Block 23	Lots 1 thru 6
Block 33	Lots 2 thru 5
Block 34	Lots 2 thru 11
	Lot 1B, 2B & 3B
	Lots 18 thru 22
	Lots 24 thru 35
Block 35	Lots 1 thru 11
Block 36	Lots 1 thru 6
Block 37	Lots 2 thru 42
Block 38	Lots 1 thru 16
Block 39	Lots 1 thru 28
Block 40	Lots 1 thru 14
Block 41	Lots 1A, 2A, 3, 4 and 6 thru 47
Block 42	Lots 1 thru 9

AFTER RECORDING, RETURN TO:

Altitude Community Law P.C.
555 Zang St., Suite 100
Lakewood, CO 80228