

GUNBARREL ESTATES COVENANTS

Recorded April 5, 1963 as Reception No. 723261 in Book 1273, Page 524, Records of Boulder County.

GUNBARREL ESTATES SUBDIVISION, A SUBDIVISION OF A PART OF THE COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF BOULDER COUNTY, COLORADO.

Robert F. Bowron and Mabel K. Bowron, the owners of the real property herein above described for the use and benefit of themselves and all persons claiming or to claim any part of the above described real property, by, through or under them, hereby declare, represent, agree, restrict and covenant that the use, enjoyment and ownership of the above described real property shall be and the same is hereby restricted, limited, conditioned and protected by the imposition of the following restrictions and limitations, to-wit:

LAND USE AND BUILDING TYPE. Except for Lots One (1), Two (2), Three (3), Twenty-eight (28), and Twenty-nine (29), in Block Nine (9); and Lots Four (4) through Twenty-seven (27) inclusive, Block Nine (9), and Lots One (1) through Nineteen (19) inclusive, Block Eight (8), also Lots One (1) through Twenty-five (25) inclusive, Block Ten (10), no structure shall be erected, placed, altered, or permitted to remain on any part of the above described real property other than detached, single-family dwellings not to exceed 2 stories in height, and a private garage for each such dwelling for the use of the owner or owners of such dwelling for not more than two cars.

As to Lots One (1), Two (2), Three (3), Twenty-eight (28) and Twenty-nine (29), in Block Nine (9), in said Gunbarrel Estates Subdivision, said Lots may be used for church purposes and the erection and construction of any building customarily used for church purposes such as sanctuary, Sunday School building, parsonage, parking and so forth. Said Lots may also be used for residential purposes as set forth herein above in the event the same are not used for church purposes as herein defined.

As to Lots Four (4) through Twenty-seven (27) inclusive, Block Nine (9), and Lots One (1) through Nineteen (19) inclusive, Block Eight (8), also Lots One (1) through Twenty-five (25) inclusive, Block Ten (10), they may be used for multi-family homes.

DWELLING COST, QUALITY AND SIZE. No dwelling shall be erected on any part of the above described real property at a cost of less than Nine Thousand Dollars (\$9,000.00), based upon cost levels prevailing on the date that these presents are recorded, it being the intention and purpose of this restriction and limitation to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these presents are recorded at the minimum cost stated herein for the minimum permitted dwelling size. No dwelling shall be erected, altered or permitted to remain on any part of the above described real property unless the ground floor area thereof, exclusive of open porches and garages, shall be no less than 900 square feet.

YARD LIGHT. Each and every church or dwelling constructed in Gunbarrel Estates Subdivision shall have a yard light on a post or column of uniform construction of no more than six (6) feet in height, and within six (6) feet from the frontage street. Said light shall have no less than a one hundred (100) watt bulb and shall be

designed with a device that will turn it on at dusk and off at day light. Said light shall be for the express purpose of street and yard lighting.

TREES. Within six (6) months after issuance of a building permit for any dwelling structure in said Gunbarrel Estates Subdivision, the owners must plant two or more trees, one of which must be of the deciduous variety.

BUILDING LOCATION. No dwelling shall be located on any part of the above described property nearer than 25 feet to the street which it faces or nearer than 25 feet to any side street. No dwelling shall be located nearer

than 10 feet to any side lot line or nearer than 25 feet to the rear line of the ground provided for such dwelling. For the purpose set forth in this paragraph, eaves, steps and open porches shall not be considered as a part of a dwelling.

LOT AREA AND WIDTH. No dwelling shall be erected, structurally altered or permitted to remain on any part of the above described real property unless the ground areas provided for such dwelling shall consist of at least 7,000 square feet and shall have a width of lot along the minimum building set back line of at least 60 feet.

NUISANCES. No noxious or offensive activity shall be carried on upon any part of the above described real property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, but in no event, shall the use of said lots by a church be considered to be an annoyance or nuisance for the purpose of these restrictions. The sale, manufacture of beer, wine or spirituous liquors shall not be

permitted on any lot or part of ground that come within Gunbarrel Estates Subdivision.

TEMPORARY STRUCTURES. No structure of a temporary character - trailer, basement, tent, shack, garage, barn or other outbuilding - shall be used on any part of the above described real property at any time as a residence, either temporary or permanent.

SIGNS. No sign of any kind shall be displayed to the public view on any part of the above described real property, except one professional sign per dwelling of not more than one square foot, one sign of not more than five square feet advertising a dwelling for sale or rent, and signs used by a builder to advertise dwellings or a dwelling during the construction and sales period. Also, the subdivider may use a sign eight feet (8) by sixteen feet (16) in size for the advertising of said subdivision. However, a church located on Lots One (1), Two (2), Three (3), Twenty-eight (28) and Twenty-nine (29), in Block Nine (9) may use such reasonable signs as are customarily used by churches for notification of the public as to the nature of and time of services.

LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the above described real property, except that dogs, cats or other household pets may be kept thereon if they are not raised, bred, kept or maintained for any commercial purpose.

EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said Gunbarrel Estates Subdivision.

OIL AND MINING OPERATION. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor

shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All homes must have mechanical garbage disposals.

TERM. The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described real property under said Gunbarrel Estates Subdivision for a period of 25 years from date these presents are recorded in the office of the Clerk and Recorder of Boulder County, State of Colorado, after which time they shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of a majority of the real property herein above described has been recorded in the office of the said County Clerk and Recorder, agreeing to change said covenants in whole or in part.

ENFORCEMENT. The owner or owners of any of the above described real property may enforce the restrictions and limitations herein set forth by proceedings at law or in equity against any person or persons

violating or attempting to violate any of the said restrictions and limitations, either to recover damages for such violations or to restrain such violation or attempted violation.

SEVER ABILITY. Invalidation of any one of the restrictions and limitations herein set forth by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship, quality and type of materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. The committee's approval or disapproval as required in said covenants shall be in writing. In the event that the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to them or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The architectural control committee is composed of Robert F. Bowron, Mabel K. Bowron, 2027 - 13th St, Boulder, Colorado; Robert G. Bowron, 2350 Hawthorne, Boulder, Colorado; and Kent D. Bowron, 2350 Hawthorne, Boulder, Colorado (**Current architectural committee: Barb Humphrey**). A majority of the committee may designate a representative to act for them. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for

services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

SIGNED SEALED AND ACKNOWLEDGED