



FILM 101

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Reception No. Charlotte Houston, Boulder County Recorder

6-1

SUPPLEMENTARY DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

BLOCKS (16) SIXTEEN AND (17) SEVENTEEN

JOHNSON FARM

A SUBDIVISION OF THE

COUNTY OF BOULDER, STATE OF COLORADO

THIS DECLARATION, is made this 28th day of June 1978 by ToWin Development Corp. hereinafter called "developer".

It is the intent of the developer that this document cover only Block (16) Sixteen and Block (17) Seventeen, Johnson Farm, a Subdivision of the County of Boulder, State of Colorado. This declaration is intended to be in addition to the Amended General Declaration of Covenants, Conditions and Restrictions for Johnson Farm, a Subdivision which is recorded in the records of Boulder County on film 968 at reception number 230380.

W I T N E S S E T H :

WHEREAS DEVELOPER is the owner of real property described as Blocks 16 and 17 Johnson Farm, COUNTY OF BOULDER; and

WHEREAS DEVELOPER is about to sell, convey, and dispose of the property above described, and desires to subject said property to certain protective restrictions, conditions and covenants, all of which are hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished and that the health, comfort, safety, convenience and general welfare of subsequent owners at the property may be promoted and safeguarded;

NOW THEREFORE, the following Protective Covenants are adopted to regulate and control the use of the aforesaid land.

Part A. RESIDENTIAL AREA COVENANTS

- A-1 Land Use and Building Type. No part of said real property shall be used for any purpose other than residential, except that newly constructed residences may be used for show homes and sales purposes for a period not to exceed three years after construction. Only single family dwellings, privated garages for not more than three cars and other outbuildings directly incidental to residential use shall be erected, altered, placed or permitted to remain on any site.
- A-2 Architectural Control. No building shall be erected, placed or altered on any site 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 and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C of these Protective Covenants.

- A-3 Dwelling Materials. Dwelling materials shall be specified, determined and controlled by the Architectural Committee.
- A-4 Dwelling Size. The minimum area of dwelling shall be as follows: No one-story ("ranch-style") house shall be erected on any part of the above described property unless the ground floor area thereof shall be a minimum of 1,500 square feet. In the case of a structure of bi-level or two-story construction, the ground level of said structure must have a minimum area of 1,000 square feet, in the case of a structure of "split-level", "multi-level", or "tri-level" construction, the ground level (main level) and the upper level (or level immediately above the ground level in the case of a multi-level house) must have a total minimum area of 1,000 square feet. Garages, basements, crawl spaces and unenclosed or screened spaces such as porches, breezeways, or carports are excluded from the computation of such area.
- A-5 Move and Set. All construction within the subdivision shall be new construction and no previously erected building, structure, or improvement shall be moved and set upon any lot from any other location.
- A-6 Building Location. No principal dwelling shall be located on any site nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line, nor nearer than 20 feet to any rear lot line, nor (excluding eaves and overhangs) nearer than 7 feet to an interior side site line. No accessory building shall be located on any site nearer than 60 feet to the front lot line, nor nearer than 15 feet to any side street line, nor nearer than 1 foot to any rear lot line, nor nearer than 1 foot to an interior side site line. The setback lines may be amended by the Architectural Control Committee providing that the setback lines do not conflict with the controlling ordinance of the County of Boulder. No building, or portion thereof, (including eaves and overhangs) shall ever encroach upon any adjacent site, nor shall any building encroach upon utility easements hereinafter provided for.
- A-7 Re-Subdivision. No further subdivision or re-subdivision of any tract or combination of tracts as shown on the plat shall be permitted.
- A-8 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and as appear of record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow, obstruct, or retard the flow of water in and through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or one or more utility company is responsible.

- A-9 Nuisance. No noxious or offensive activity shall be carried on upon any part of the above-described real property, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Specifically, but not by way of limitation, no owner of any property subject to the provisions of these covenants shall permit weeds to grow and remain uncut so that the same appear unsightly to the surrounding area; nor shall there be permitted the storage of lumber, bricks or other building material for a period of time longer than reasonably required for the completion of a residential structure thereon.
- A-10 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. Nothing contained in this paragraph shall prevent the use by the subdivider or builder of temporary facilities during periods when construction is in progress.
- A-11 Trailers, Campers, Boats, Commercial Vehicles. No commercial vehicles, boats, campers, trailers or other such contraptions or devices shall be stored or permitted to remain for more than ten (10) continuous days, on any lot or street except within enclosed garages or in enclosed, secured-from-vision areas, in the rear of the residence structure situate thereon.
- Should the subdivider provide a separate area for the storage of trailers, campers and boats, no trailer, camper or boat shall be maintained or parked on any site or on any street unless maintained or parked within enclosed garages or in enclosed, secured-from-vision areas, in the rear of the residence structure situate thereon.
- A-12 Water and Sewer. No individual water supply system or sewage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as maybe provided by such water or sanitation district as may serve the area.
- A-13 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.
- A-14 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any site, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose; and provided further, such dogs, cats or other household pets shall not exceed two of any one type of animal for each site.
- A-15 Oil and Mining Operations. 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 on any lot.

- A-16 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 signs not larger than eight feet by sixteen feet in size for the advertising of said subdivision.
- A-17 Radio and TV Antennas. Radio and TV aerials and antennas shall be enclosed so that they are not visible from the exterior of any dwelling.
- A-18 Landscaping. Excluding paved driveways, patios, and sidewalks, all areas of each lot are to be grassed, shrubbed, treed, or otherwise landscaped. Landscaping must be initiated within 2 months of occupancy of a newly constructed dwelling and satisfactorily completed within 12 months of occupancy of a newly constructed dwelling. The Architectural Control Committee shall be the sole judge of whether landscaping has been satisfactorily accomplished.
- A-19 Trees. Within six (6) months after original purchase of any completed dwelling structure in said Blocks 16 and 17, Johnson Farm, the owner or owners must plant two or more trees, one of which must be of the deciduous variety.
- A-20 Exterior Maintenance and Lot Appearance. Each lot and the improvements thereon shall be kept in a neat and well maintained manner.
Upon the owner's failure to maintain his lot, including the cutting of grass or removal of weeds, the Architectural Control Committee may, at its option, after giving the owner 30 days written notice sent to his last known address, through its agent or employees, enter upon said lot and cut the grass or weeds and do such other maintenance items required to bring the lot to a condition of reasonable maintenance. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the committee may, at its option, after giving the owner 6 months written notice, through its agents or employees, enter upon said lot and make repairs and improve the appearance of the exterior of the improvements in a reasonable and workmanlike manner. The cost of such maintenance and repair shall be the obligation of the owner of the lot at the time the charge is made and shall be a charge on the land and shall be a continuing lien upon the property against which such charge is made.

Part B. ARCHITECTURAL CONTROL COMMITTEE

- 3-1 Membership. The original Architectural Control Committee is composed of James H. Tull, Arthur E. Spence, and John R. Waggoner. A majority of the committee may designate a representative chosen from the above committee members 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 such representatives as it may designate, shall be entitled to any compensation for services performed pursuant

to this covenants. Two committee members may remove a committee member from the Architectural Control Committee by filing written notice of such removal.

- B-2 Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, 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.

All plans submitted to the committee shall be left on file with the committee.

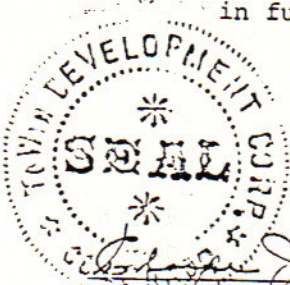
It is the intent of these Declarations that the committee shall exercise broad discretionary powers hereinunder and its decisions shall be final and conclusive except for an arbitrary abuse of its discretion or any excess of its authority. The committee shall resolve all questions of interpretation. The provisions shall be interpreted in accordance with their general purpose and intent as herein expressed.

The Architectural Control Committee shall maintain written records of all applications submitted to it and of all action taken. In approving or disapproving the plan submitted to it, the Architectural Control Committee shall take into consideration the design, style and construction of the proposed building or alteration, its location on the lot, the harmony of its design, architecture, and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the property subject to this Declaration and whether or not the construction or alteration of said building will adversely affect or decrease the value of other lots because of its design, location, height or type of materials used in the construction. The committee may make reasonable requirements of the lot owner, including the submission of additional plans, to insure the conformance of such building when erected with these restrictions and covenants and the plans submitted and approved. The committee may require such changes as may be necessary to conform to the general purpose as herein expressed. The Architectural Control Committee shall not be liable in damages to any person submitting requests for approval or to any lot owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

Part C. GENERAL PROVISIONS

- C-1 Term. The restriction and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all persons claiming any part of the above described real property under said Blocks 16 and 17, Johnson Farm for a period of twenty-five (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 ten (10) years unless an instrument signed by the then owners of a majority of the real property hereinabove described has been recorded in the office of the said County Clerk and Recorder, agreeing to change said covenants in

- C-2: Amendment. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) years by an instrument signed by not less than ninety percent (90%) of the lot owners.
- C-3: 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 violation or to restrain such violation or attempted violation.
- C-4: Severability. Invalidation of any one of the restrictions and limitations herein set forth by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.



Elayne J. Johnson, Assistant Secretary

ToWin Development Corp.,
a Colorado Corporation

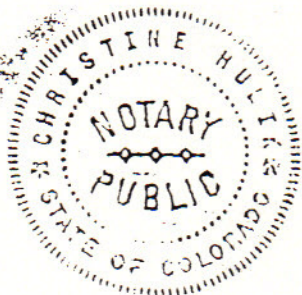
James H. Tull, President

STATE OF COLORADO)
) SS.
COUNTY OF BOUDLER)

The foregoing instrument was acknowledged before me this 28th day of June, 1978, by James H. Tull as President and Elayne J. Johnson as Assistant Secretary of ToWin Development Corp., a Colorado Corporation.

My notarial commission expires: February 9, 1982.

Witness my hand and official seal.



Notary Public