

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
BRUNNER FARM SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRUNNER FARM SUBDIVISION is made and entered into this 12 day of February, 1997, by THE WINDSOR LAND COMPANY, LLC, a Colorado Limited Liability Company ("Declarant").

RECITALS

A. The Declarant is the owner of certain real property located in the County of Weld, State of Colorado, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Property").

B. The Declarant intends to encourage the design and construction of attractive houses and other improvements within the Property of appropriate design and location to create and preserve, in spirit and design, a community which will be a nostalgic example of the best of American traditional old towns.

C. The Declarant desires to ensure the attractiveness of the Property and promote, preserve, protect and enhance the value and amenities of the Property by prohibiting the construction of houses, improvements and structures or the installation of landscaping which contain materials or utilize methods of construction which are improper, unsuitable or lacking in quality.

ARTICLE 1. SUBMISSION OF PROPERTY TO DECLARATION

The Declarant hereby publishes and declares that the Property shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the following easements, covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Property, or any portion thereof, their heirs, personal representatives, administrators, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 2. DEFINITIONS

2.1 Definitions. When used in this Declaration, unless the context clearly indicates otherwise, capitalized terms shall have the meanings provided in the following sections of this Article:

A. "Declarant" shall mean and refer to The Windsor Land Company, LLC, a Colorado Limited Liability Company, its successors and assigns. A person shall be deemed a "successor" or "assign" of the Declarant only if specifically designated as such in a duly recorded written instrument.

B. "Design Review Committee" shall mean and refer to the committee created by this Declaration for the purpose of establishing and enforcing the Design Guidelines, and which may, for purposes of brevity, be hereinafter referred to as "DRC."

C. "Design Guidelines" shall be the collective reference to all written design and development guidelines, policies, and procedures, application and review procedures and fee schedules, together with all architectural controls which shall apply to all Improvements and construction activities within the Property as published, amended and supplemented from time to time by the DRC.

D. " Dwelling Unit" shall mean and refer to the residential dwelling constructed upon a Lot designated and occupied as a residence for a Single-Family.

E. "Improvement(s)" shall mean and refer to all Dwelling Units, outbuildings, other buildings, parking areas, fences, walls, hedges, plantings, lighting, poles, driveways, roads, irrigation facilities, street numbers, mailboxes, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvements which may not be included in the foregoing. "Improvement(s)" does not include turf, shrub or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearance. "Improvement(s)" does include both original improvements and all later changes and improvements.

F. "Lot" shall mean and refer to the individual lots within the Subdivision.

G. "Mortgage" shall mean and refer to an encumbrance upon a Lot securing a debt or obligation of the Owner and may be in the form of a deed of trust, mortgage or other similar encumbrance.

H. "Mortgagee" shall mean and refer to a holder of a Mortgage.

I. "Outbuilding" shall mean and refer to a freestanding building, without a kitchen, accessory to the Dwelling Unit and which may be permitted on a Lot.

J. "Owner" shall mean and refer to the person, including the Declarant, or if more than one (1), all persons collectively, who own a Lot in the Subdivision. A Mortgagee shall not be considered an "Owner." Such term shall include the buyer under an executory contract of sale if the buyer has possession thereof and, in such event, the seller under the contract shall be considered a "Mortgagee" and not the Owner.

K. "Person" shall mean and refer to an individual, corporation, partnership, limited partnership, limited liability company, limited partnership association, association, trust or other legal entity or any combination thereof.

L. "Plat" shall mean and refer to the plat of Brunner Farm Subdivision and all amendments thereto and supplements thereof as recorded in the Office of the Clerk and Recorder of the County of Weld, State of Colorado.

M. "Single-Family" shall mean a group of persons related by blood or marriage living together as a family unit, or any other group of persons living together as one (1) family for living and cooking purposes, provided that no unrelated group of more than three (3) people shall be deemed a single family.

N. "Subdivision" shall mean and refer to the Plat of Brunner Farm Subdivision, excluding therefrom Outlots A, B, C, D, E, F, G, H, I, J, K, L and M and Tracts A, B and C, according to the Plat of said subdivision and all amendments thereto and supplements thereof as recorded in the Office of the Clerk and Recorder of the County of Weld, State of Colorado.

O. "Subdivision Documents" shall mean and refer to this Declaration, the Design Guidelines and any other procedures, rules, regulations or policies adopted under such documents by the DRC.

P. "Town" shall mean and refer to the Town of Windsor, Colorado.

2.2 Other Terms in Declaration. Other terms may defined in specific provisions contained in this Declaration and shall have the meaning assigned by such definition.

ARTICLE 3. DESIGN REVIEW COMMITTEE AND DESIGN GUIDELINES

3.1 Committee and Guidelines. There is hereby established a Design Review Committee, which shall be responsible for the establishment and administration of Design Guidelines to facilitate the purposes and intent of this Declaration. The DRC shall issue and enforce the Design Guidelines applicable to the Property and may amend, vary, repeal and augment the Design Guidelines from time to time, in the DRC's sole discretion based upon concerns for good planning and design, the aesthetic, architectural and environmental harmony of the Property, the creation and preservation of the American traditional old town design and spirit of the Subdivision and other factors as necessary or desirable to fulfill the intent of the Design Guidelines. The Design Guidelines shall be binding upon all Owners and other persons governed by this Declaration.

The Design Guidelines may include, among other things, those restrictions and limitations set forth below:

A. Standards establishing and dictating an architectural theme and requirements pertaining to building style and design, construction materials and site planning.

B. Procedures for making application to the DRC for design review approval, including the documents to be submitted and the time limits in which the DRC must act to approve or disapprove any submission.

C. Time limitations for the completion, within specified periods after approval, of the Improvements for which approval is required under the Design Guidelines.

D. Designation of a building site on a Lot, establishing the maximum developable area of a Lot and setback requirements.

E. Minimum and maximum square foot areas of living space that may be developed on any Lot.

F. Limitations on the height of any building or other Improvement.

G. Minimum and maximum square footage and height limitations of any Outbuildings located within the Subdivision.

H. Fees to be submitted to the DRC.

I. Specifications for the location, dimensions and appearance or screening of any fences, accessory structures, antennae or other such Improvements.

J. Landscaping regulations, including requirements for the installation and maintenance of landscaping on the Lot; time limitations within which all landscaping must be completed; limitations and restrictions prohibiting the removal or requiring the replacement of trees; guidelines encouraging the use of plants indigenous to the locale and compatible with the design theme of the Subdivision; and other practices benefitting the protection of the environment, aesthetics and architectural harmony of the Subdivision and the preservation of the American traditional old town theme of the Property.

K. General instructions for the construction, reconstruction, refinishing or alteration of any Improvement, including any plan to excavate, fill or make any other temporary or permanent change in the natural or existing surface contour or drainage or any installation of utility lines or conduits on the Property, addressing matters such as loading areas, truck traffic patterns, waste storage, trash removal, equipment and materials storage, grading, transformers and meters.

3.2 DRC Membership and Organization. The DRC shall be composed of not less than three (3) nor more than five (5) persons. The DRC may include one (1) or more professional design consultants who are not Owners of Lots within the Subdivision. All members of the DRC shall be appointed, removed and replaced by the Declarant, in its sole discretion, until the Declarant waives this right by notice recorded in the office of the Clerk and Recorder of Weld County, Colorado, or at such time as the Declarant no longer owns any Lots within the Subdivision, whichever shall last occur ("Declarant Control Period"). The initial members of the DRC to serve effective upon the recordation of this Declaration shall be the following three (3) individuals:

Dan S. Palmer, Jr.
1999 Avenue of the Stars, 15th Floor
Los Angeles, CA 90067

Donald I. Sackman
55 W. Monroe Street, Suite 3430
Chicago, IL 60603-5010

Dan Saxon Palmer, Sr.
Colorado Licensed Architect
6047 Pomegranate Lane
Woodland Hills, CA 91367

In the event of death or resignation of any member of the DRC, the remaining members shall have full authority to designate a successor. In the event no volunteer successor can be found, the remaining members of the DRC shall designate any Owner of a Lot as a successor. Upon the expiration of the Declarant Control Period, the then record Owners of a majority of the Lots as reflected on the records of the Clerk and Recorder of Weld County, Colorado, shall have the power, through a duly recorded written instrument, to change the membership of the DRC to increase or decrease its number or to withdraw any member from the DRC, and to withdraw or restore to it, any of its powers and duties.

3.3 Purpose and General Authority. The DRC shall review, study and either approve or reject proposed Improvements on the Property, all in compliance with this Declaration and as further set forth in the Design Guidelines and such rules and regulations as the DRC may establish from time to time to govern its proceedings. No Improvement shall be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor shall any construction, repair or reconstruction be commenced until plans for the Improvements shall have been approved by the DRC; provided, however, that Improvements that are completely within a Dwelling Unit or Outbuilding may be undertaken without such approval. All Improvements shall be constructed only in accordance with approved plans.

A. DRC Discretion. The DRC shall exercise its best judgment to see that all Improvements conform and harmonize with any existing structures as to external design, quality and type of construction, seals, materials, color, location on the Lot, height, grade and finished ground elevation, and the schemes, design themes and aesthetic considerations set forth in the Design Guidelines for the Subdivision. The DRC, in its sole discretion based on

concerns for good planning and design, the aesthetic, architectural and environmental interests of the Subdivision, the preservation of the American traditional old town character of the Subdivision or other factors as necessary or desirable to fulfill the intent of the Design Guidelines, may excuse compliance with such requirements in specific situations and may permit compliance with different or alternative requirements.

B. Binding Effect. The actions of the DRC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

3.4 Organization and Operation of DRC.

A. Term. The term of office of each member of the DRC, subject to the rights of the Declarant to appoint the DRC as set forth in Section 3.2 above, shall be not less than one (1) nor more than three (3) years. Should a DRC member die, retire or become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided in Section 3.2 above.

B. Chairman. So long as the Declarant appoints the DRC, the Declarant shall appoint the chairman. At such time as the DRC is appointed by a majority of the Owners of Lots as authorized herein, the chairman shall be elected annually from among the members of the DRC by a majority vote of such members. In the absence of a chairman, the party responsible for appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, an interim chairman.

C. Operations. The DRC chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the DRC prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any member.

D. Voting. The affirmative vote of a majority of the members of the DRC in attendance at any meeting thereof shall govern its actions and shall be the act of the DRC.

E. Expert Consultation. The DRC may avail itself of other technical and professional advice and consultants as it deems appropriate, and the DRC may delegate its plan review responsibilities, except final review and approval, to one (1) or more of its members or to consultants retained by the DRC. Upon that delegation, the approval or disapproval of plans and specifications by such member or consultant shall be equivalent to approval or disapproval by the entire DRC.

3.5 Expenses. The DRC shall have the right to charge a fee for each application submitted to it for review, in an amount which may be established by the DRC from time to time, and such fee shall be paid to the DRC as a precondition for its review of any such plans and specifications submitted to it. The DRC may establish such additional or supplemental fees as it believes to be reasonable and proper in the event of unique or difficult issues presented to it or issues requiring the consultation with experts in order to render a proper decision.

3.6 Requirements of Town and Other Governmental Authorities. Compliance with the Subdivision design review process is not a substitute for compliance with the Town, County of Weld, and/or other applicable governmental authority with respect to building, zoning and subdivision regulations, and each Owner is responsible for obtaining all such approvals, licenses, and permits as may be required prior to the commencement of construction of Improvements. Further, compliance with the provisions of the Subdivision Documents and procedures for architectural review shall not be construed to be deemed compliance with any building code or other requirements of applicable governmental authorities.

3.7 Limitation of Liability. The DRC shall use reasonable judgment in accepting or disapproving all plans and specifications submitted to it. Neither the DRC nor any individual DRC member shall be liable to any person for any official act of the DRC in connection with submitted plans and specifications, except to the extent the DRC or any individual DRC member acted with malice or wrongful intent. Approval by the DRC does not imply or assure approval by the appropriate governmental board or commission for the Town, County of Weld and/or other governmental authorities. Notwithstanding that the DRC has approved plans and specifications, neither the DRC nor any of its members shall be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the Improvements. Neither the DRC, nor any agent thereof, nor the Declarant, nor any of its managers, members, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Subdivision Documents, nor for any structural or other defects in any work done according to such plans and specifications. Any Owner bringing an action against the DRC shall be responsible for the payment of all costs and expenses, including

reasonable attorneys' fees, incurred by the members of the DRC in such defense, provided, however, such Owner shall not be obligated to indemnify each member of the DRC to the extent any such member of the DRC is adjudged to be liable for negligence or misconduct in the performance of his or her duty as a member of the DRC, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as the court shall deem proper.

3.8 Enforcement.

A. Inspection. Any member, authorized agent or consultant of the DRC may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect Improvements constructed or under construction on the Lot to determine whether the Improvements have been or are being built in compliance with this Declaration and the plans and specifications approved by the DRC.

B. Completion of Construction. Before any Improvements on a Lot may be occupied, the Owner of the Lot shall be required to obtain a temporary certificate of compliance issued by the DRC indicating substantial completion of the Improvements in accordance with the plans and specifications approved by the DRC, and imposing such conditions for issuance of a final certificate of compliance as the DRC may determine appropriate in its reasonable discretion. Without limiting the generality of the preceding sentence, the DRC may require, as a condition to the issuance of the temporary certificate of compliance, that the Owner deposit with the DRC such sums as may be necessary to complete the landscaping on the Lot by a specified date. If the landscaping is not completed as scheduled, the DRC may apply the deposit to cover the cost of completing the work and enforce such other remedies as are available to it for the failure of the Owner to comply with this Declaration, including, without limitation, the remedies set forth in Section 3.10.

C. Certificate of Compliance. Upon payment of a reasonable fee established from time to time by the DRC, and upon written request of any Owner or his or her agent, an existing or prospective Mortgagee, or a prospective grantee, the DRC shall issue an acknowledged certificate, in recordable form, setting forth generally whether, to the best of the DRC's knowledge, the Improvements on a particular Lot are in compliance with the terms and conditions of the Design Guidelines.

D. Deemed Nuisances. Every violation of this Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner shall be applicable. Without limiting the generality of the foregoing, this Declaration may be enforced as provided below.

(1) Fines for Violations. The DRC may adopt a schedule of fines for failure to abide by this Declaration, the DRC rules and the Design Guidelines, including fines for failure to obtain any required approval from the DRC.

(2) Removal of Nonconforming Improvements with Court Order. The DRC, after first obtaining a court order from a Colorado court having jurisdiction thereof, may enter upon any Lot and remove any Improvement constructed, reconstructed, refinished, altered or maintained in violation of this Declaration. The Owner of the Improvement shall immediately reimburse the DRC for all expenses incurred in connection with such removal. If the Owner fails to reimburse the DRC within thirty (30) days after the DRC gives the Owner notice of the expenses, the sum owed to the DRC shall bear interest at the rate of eighteen percent (18%) per annum from the date of the advance by the DRC through the date of reimbursement in full, and all such sums and interest shall be enforceable by legal action undertaken by the DRC or any individual member thereof.

3.9 Commencement of Construction. In the event the Owner of a Lot shall fail to commence construction of a Dwelling Unit and any Outbuildings on his or her Lot which meet the requirements of this Declaration within a period of twelve (12) months after the closing of the purchase of the Lot from the Declarant, then, in such event, and prior to the expiration of said twelve (12) month period, the Owner shall deposit with the DRC a landscaping deposit in the minimum amount of Three Thousand Dollars (\$3,000.00) or such greater amount as the DRC shall deem appropriate. The Owner shall install such landscaping and vegetation upon his or her Lot as shall be required by the DRC not later than the fifteenth (15th) month following the closing of the purchase of the Lot from the Declarant, which landscaping plan shall be in accordance with the landscaping plan submitted to the DRC by the Owner prior to the expiration of the initial twelve (12) month period. In the event the Owner shall fail to make such deposit, fail to install such landscaping or otherwise fail to comply with the provisions of this section, the DRC may collect such sums of money from such Owner, together with all costs of collection, including reasonable attorneys' fees, by action brought in the name of the DRC or the DRC may apply such portion of the deposit so paid by the

Owner to the DRC to the installation of such landscaping and thereafter maintain such landscaping until commencement and continuation of the construction of the Dwelling Unit upon the Lot. Such landscaping shall be in accordance with the landscaping plan required by the DRC, which landscaping plan shall be intended to eliminate blowing dirt, weeds, unsightly appearances and hazardous conditions on the Lot. Notwithstanding the foregoing, in the event that the Owner can prove to the reasonable satisfaction of the DRC that he or she was unable to plant such vegetation and install such landscaping for reasons beyond the control of the Owner, the DRC may grant relief from this provision until such circumstances no longer exist thereby enabling the Owner to install such landscaping.

3.10 Continuity of Construction. All Improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within twelve (12) months after commencement, unless an exception is granted in writing by the DRC. If any Improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required twelve (12) month period, then after notice and opportunity for hearing as provided in the Design Guidelines, the DRC may impose a fine of not more than Five Hundred Dollars (\$500.00) per day (or such other reasonable amount as the DRC may set) to be charged against the Owner of the Lot until construction is resumed, or the Improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the DRC that such abandonment is for circumstances beyond the Owner's control.

ARTICLE 4. PROPERTY USE RESTRICTIONS

4.1 General Restriction. The Property shall be used only for the purposes set forth in this Declaration, as permitted by the applicable ordinances of the Town, County of Weld, and the laws of the State of Colorado and the United States, and as set forth in this Declaration or other specific recorded covenants affecting all or any part of the Property.

4.2 Residential Use. Except as provided in Section 4.3 below, each Lot within the Subdivision shall be used only for Single-Family residential purposes and no business or commercial enterprise or other non-residential use may be conducted on any part of a Lot. One (1) Dwelling Unit may be constructed on each Lot and there will be no other residential unit and no ancillary rental unit on any Lot.

4.3 Home Occupations. Provided that an Owner otherwise complies with the applicable zoning ordinances of the Town, the conduct of a home occupation upon a Lot within the Subdivision shall be considered accessory to the residential use and not in violation of this Declaration with respect to the following home occupations: architect, antique dealer, art dealer, child care provider, chiropractor, consultant, doctor, dentist, dressmaker, engineer, interior designer, lawyer, photographer and private tutor (excluding, however, music tutors).

4.4 Restriction on Signs. No signs or advertising devices of any nature shall be displayed to the public view on or from any Lot within the Subdivision, except signage installed by the Declarant advertising or promoting Lots within the Subdivision, signs required by law, signs advertising a permitted home occupation and "for sale" or "for rent" signs, the size, number, design and location of which shall comply with the Design Guidelines.

4.5 Underground Utility Lines. All electrical, television, natural gas, telephone service installations and other utilities shall be placed underground within the Subdivision, except that a contractor or builder complying with the Design Guidelines may, during the construction of Improvements upon a Lot, install a temporary overhead utility line which shall be promptly removed upon completion of construction in accordance with the requirements of the DRC.

4.6 Storage Tanks. No tanks for the storage of gasoline, fuel, oil or other materials shall be erected, placed or permitted above or below the surface of any Lot.

4.7 Clotheslines and Storage. No clotheslines, dog runs, service yards, wood piles or storage areas shall be located upon any Lot as to be visible from a street, public walkway and/or public view, unless otherwise approved in writing by the DRC.

4.8 Water and Sanitation. Each Dwelling Unit shall be connected with water and sanitation facilities as are made available from time to time by the Town or any other approved utility supplier.

4.9 Garbage and Refuse Disposal. No garbage, refuse, rubbish or cuttings shall be deposited on any street or public walkway nor shall such items be deposited on any Lot unless placed in a suitable container located solely for the purpose of garbage or refuse pick up or properly composted in accordance with the provisions of the Design Guidelines. All equipment used for the storage, disposal or composting of such materials shall be kept in a clean, safe and sanitary condition.

4.10 Animals and Pets. No animals, livestock or poultry of any kind shall be kept, raised or bred on any portion of the Property, except that a maximum of two (2) dogs and two (2) cats and such other number of interior confined household pets as shall be authorized by the DRC by its written rules and regulations shall be allowed on a Lot.

A. Containment. Household pets, such as dogs and cats, must be contained upon the Owner's Lot, and such pets may not be permitted to run at large at any time.

B. Leashes. Pedestrians within the Subdivision who are accompanied by pets permitted under this Declaration must have the pets under the pedestrians' direct control by use of a leash not to exceed ten (10) feet in length or use of a retractable leash not to exceed twenty-six (26) feet in length and shall otherwise comply with the animal control ordinance of the Town and any other governmental authority having jurisdiction thereof.

4.11 Drainage. No Owner shall do or permit any work, place any landscaping or install any other Improvements or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Property, except to the extent such alteration and drainage pattern are approved in writing by the DRC, and except the right of the Declarant to alter or change drainage patterns.

*Construction
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4.12 Construction Regulations of Design Guidelines. All Owners and contractors shall comply with the portions of the Design Guidelines regulating construction activities. Such regulations may affect, without limitation, the following: trash and debris removal; truck traffic patterns; sanitary facilities; parking areas; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors and Owners' representatives on the Property at any time; the conservation of landscape materials; and fire protection.

4.13 Temporary Structures. No temporary structures shall be permitted except as may be determined to be necessary during construction and as specifically authorized by the DRC, and except such temporary structures as the Declarant deems appropriate in connection with the development of the Subdivision.

4.14 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property. Without limiting the generality of the foregoing, each Owner shall abide by any animal control regulations of any agency or authority having jurisdiction over the Property. Further, no Owner shall dispose of, or allow any person under the Owner's control or direction to release, discharge or emit from the Property or dispose of any material on the Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation.

4.15 Automobile Repair. No work on automobiles or other vehicle repair, including, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of motorized vehicles, motorcycles, trailers, boats or other motorized equipment, may be performed upon a Lot unless it is performed within completely enclosed Improvements located upon a Lot which screen the sight and sound of the activity from public streets, public walkways and from adjoining property. Notwithstanding the foregoing, washing and polishing of any motor vehicle, motorcycle, trailer or boat, together with those activities normal and incident to washing and polishing, shall be allowed upon a Lot.

4.16 Inoperative or Abandoned Vehicles. Boats, campers, recreational vehicles, snowmobiles, all-terrain vehicles, motor homes, trailers, horse trailers, machines, tractors, farm tractors, semi-trailers, tractor trailers, trucks (except standard size pick-up trucks), farm maintenance equipment and implements, and inoperative vehicles shall not be stored, parked or permitted to remain on any Lot, except within a fully enclosed garage or within fully fenced areas or other fully screened areas approved in writing by the DRC. For purposes of this section, any disassembled or partially disassembled automobile or other vehicle or any automobile or other vehicle which is not capable of moving under its own propulsion for a period of more than seven (7) days shall be considered an "inoperative" vehicle subject to the terms of this Section 4.16.

4.17 Antennae and Receiving Equipment. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted without the prior written consent of the DRC, and appropriate screening as required by the Design Guidelines. It is anticipated that small television reception dishes not exceeding eighteen (18) inches in diameter which may be placed upon a Dwelling Unit and/or in any location not visible from a public street or public walkway will receive favorable approval from the DRC.

4.18 Outside Burning. There shall be no exterior fires, except barbecues, outside fireplaces and braziers contained within facilities or receptacles and in areas designated and approved by the DRC. Incinerators and incinerator fires are expressly prohibited. No Owner shall permit any condition to occur upon his or her Lot which creates a fire hazard or is in violation of fire prevention regulations.

4.19 Noise. No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of occupants of Dwelling Units or Improvements on a Lot shall be placed or used on any portion of the Property.

4.20 Lighting. All exterior lighting of the Improvements and grounds upon a Lot shall be subject to regulation by the DRC.

4.21 No Reflective Materials on Windows. No tin foil, aluminum foil or other reflective materials or surfaces shall be installed, placed or allowed to remain on any window located on a Dwelling Unit or other Improvement erected, constructed or installed upon a Lot except for temporary holiday decorations which shall be removed no later than fourteen (14) days following such holiday.

4.22 Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants. No activity which creates a foul or unpleasant odor as determined by the DRC shall be permitted on any Lot.

4.23 Maintenance of Lots. Each Owner shall keep all Lots owned and Improvements therein or thereon in good order and repair, free of weeds and debris, all in a manner and with such frequency as is consistent with reasonable property management. Each Lot shall at all times be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed on any Lots so that the same are visible from any neighboring Lot, public street or public walkway, except as is necessary during the period of construction. In addition, each Owner shall comply with the landscaping and maintenance standards promulgated by the DRC.

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4.24 Use of Property During Construction. It shall be expressly permissible and proper for the Declarant and any Owner acting with the prior written consent of the DRC, and their respective employees, agents, independent contractors, successors, and assigns involved in the construction of Improvements on, or the providing of utility service to, the Property or other real property owned by the Declarant, to perform such activities and to maintain upon portions of the Property as they deem necessary, such facilities as may be reasonably required, convenient, necessary or incidental to such construction and development of the Property. This permission specifically includes, without limiting the generality of the foregoing, maintenance of a model home complex, storage areas, construction yards and equipment and signs. However, no activity shall be performed and no facility shall be maintained on any portion of the Property in such a way as to unreasonably interfere with or disturb any purchaser or Owner of a Lot, or to unreasonably interfere with the use, enjoyment or access of such Owner or his or her tenants, employees, guests, or business invitees, of and to his or her Lot. If any Owner's use under this provision is deemed objectionable by the DRC, then the DRC, as applicable, in its sole discretion, may withdraw this permission.

4.25 Restrictions on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots by any Owner and no portion less than all of such Lot shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments. Furthermore, this provision shall not be construed to prohibit or prevent the dedication or conveyance of a portion of a Lot as an easement for public utilities.

4.26 Enforcement. The DRC, or any member thereof, may take such action as it deems advisable to enforce the Subdivision Documents in accordance with the provisions hereof. In addition, the DRC shall have a right of entry on any part of the Property for the purposes of enforcing this Article, and any costs incurred by the DRC in connection with such enforcement which remain unpaid thirty (30) days after the DRC has given notice of the cost to the Owner and otherwise complied with the provisions of this Declaration shall be subject to interest at the rate of eighteen percent (18%) per annum from the date of the advance by the DRC through the date of payment in full by the Owner.

ARTICLE 5. ENFORCEMENT OF DECLARATION

5.1 Violations Deemed a Nuisance. Every violation of the Subdivision Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement or correction of the violation. In addition, all public and private remedies allowed at law or in equity against anyone in violation of this Declaration shall be available.

5.2 Compliance. Each Owner or other occupant of any part of the Property shall comply with the provisions of the Subdivision Documents as the same may be amended from time to time.

5.3 Failure to Comply. Failure to comply with the Subdivision Documents shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing by the DRC shall be given to the delinquent party prior to commencing any legal proceedings.

5.4 Who May Enforce. Any action to enforce the Subdivision Documents may be brought by the Declarant or the DRC on behalf of the Owners. If, within twenty (20) days after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Subdivision Documents, then the aggrieved Owner may bring such an action.

5.5 Remedies. In addition to the remedies set forth above in this Article, any violation of the Subdivision Documents shall give to the Declarant or the DRC, on behalf of the Owners, the right to enter upon the offending premises or take appropriate peaceful action to abate, remove, modify, or replace, at the expense of the offending Owner, any structure, thing or condition that may exist thereon contrary to the interest of the Owners and the meaning of the Subdivision Documents. If the offense occurs on any easement, walkway or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition.

5.6 Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

5.7 No Waiver. The failure of the Declarant or the Design Review Committee, or any aggrieved Owner to enforce the Subdivision Documents shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Subdivision Documents at any future time.

5.8 No Liability. Neither the Declarant nor any member of the DRC, nor any Owner shall be liable to any other Owner for the failure to enforce any of the Subdivision Documents at any time.

5.9 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Subdivision Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Subdivision Documents or the restraint of violations of the Subdivision Documents, the prevailing party shall be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees (and legal assistants' fees) as may be incurred, or if suit is brought, as may be determined by the court.

ARTICLE 6. RESOLUTION OF DISPUTES

If any dispute or question arises between Owners relating to the interpretation, performance or nonperformance, violation, or enforcement of the Subdivision Documents, such dispute or violation may be subject to a hearing and determination by the DRC.

ARTICLE 7. DURATION OF DECLARATION AND AMENDMENT

7.1 Term. This Declaration and any amendments or supplements hereto shall remain in effect from the date of recordation until the twenty-first (21st) anniversary of the date this Declaration is first recorded in the office of the Clerk and Recorder of Weld County, Colorado. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided below.

7.2 Amendment. Except as otherwise provided in this Article 7, this Declaration, or any provision of it, may be terminated, extended, modified, or amended, or revoked as to the whole or any portion of the Property, upon the written consent of the then record Owners of seventy-five percent (75%) or more of the Lots. Amendments made pursuant to this section shall inure to the benefit of and be binding upon all Owners of any part of the Property, their family, tenants, guests, invitees, and employees, and their respective heirs, successors, and assigns. A certificate of a licensed abstract or title company showing record ownership of the Property at the time of such amendment shall be evidence of such ownership for the purposes of any such amendment.

7.3 Requirement for Declarant's Approval Generally. Notwithstanding the provisions of Section 7.2 above, no termination, extension, modification, amendment or restatement of this Declaration may be made during the Declarant Control Period without the Declarant's prior written consent.

7.4 Effective on Recording. Any modification, amendment or revocation shall be immediately effective upon recording in Weld County, Colorado, a copy of such amendment, modification, or revocation executed and acknowledged by the necessary number of Owners (and by the Declarant, as required), accompanied by a certificate of a licensed abstract or title company as to the ownership.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Not a Common Interest Community. The Declarant hereby declares that the Property is not a "common interest community" as such term is defined in the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, et seq., since the Owner of a Lot shall not, except with respect to such Owner's individual Lot, be obligated to pay for real estate taxes, insurance premiums or maintenance or improvements of other real estate described in the Declaration.

8.2 Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

8.3 Construction. In interpreting words in this Declaration, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

8.4 Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

8.5 Waiver. No failure on the part of the Declarant or the DRC to give notice of default or to exercise or to delay in exercising any right or remedy shall operate as a waiver, except as specifically provided above in the event the Declarant or the DRC fails to respond to certain requests. No waiver shall be effective unless it is in writing and signed by the chairman of the DRC or by a duly authorized agent on behalf of the Declarant.

8.6 Limitation of Liability. Neither the DRC nor any of its agents or consultants shall be liable to any party for any action or for any failure to act with respect to any matter arising by, through or under the Subdivision Documents if the action or failure to act was made in good faith.

8.7 Conflicts Between Documents. In case of conflict between this Declaration and the Design Guidelines, this Declaration shall control.

THE WINDSOR LAND COMPANY, LLC, a
Colorado Limited Liability Company

By: Palmer-Windsor, Inc., a
Colorado Corporation, Manager

By: *Dan S. Palmer, Jr.*
Dan S. Palmer, Jr. President

STATE OF Colorado)
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 13th day of February, 1997, by Dan S. Palmer, Jr., as President of Palmer-Windsor, Inc., a Colorado Corporation, Manager of THE WINDSOR LAND COMPANY, LLC, a Colorado Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: 9/30/2000

Renae Johnson
Notary Public

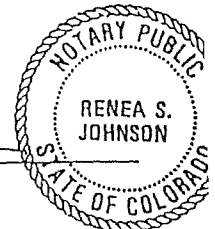


EXHIBIT "A" ATTACHED TO AND MADE A PART OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BRUNNER FARM SUBDIVISION

Legal Description of Property

All of Brunner Farm Subdivision, excluding therefrom
Outlots A, B, C, D, E, F, G, H, I, J, K, L and M and
Tracts A, B and C, according to the recorded Plat
thereof, Town of Windsor, County of Weld, State of
Colorado.

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