

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR
THE NW1/4 OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 63 WEST OF THE 6TH P.M.

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS: Effective as of December_____, 2025 this Declaration of Restrictive and Protective Covenants, hereinafter referred to as the "Covenants" is made by Linnebur Grain And Buffalo, LLLP hereinafter referred to as "Declarant", being the owner of four 35+ acre parcels located in The NW1/4 of Section 13, Township 2 North, Range 63 West of the 6th P.M. hereinafter referred to in this Declaration as the "Parcels". See Exhibit "A" Land Survey Plat attached hereto and incorporated herein.

PARCEL: Parcels include any one or all the four Parcels as shown on Exhibit "A" Land Survey Plat attached hereto and incorporated herein

OWNER: "Owner(s)" shall mean any one or all Person, including Declarant, who hold fee simple title to any one or all the four Parcels and their heirs, successors in interest, and /or assigns.

PURPOSE OF DECLARATION: This Declaration has been made as the means to create a safe and attractive residential community for all Owners. Declarant desires that the Parcels be improved, held, used, sold, occupied, leased, sold, and/or conveyed according to these Covenants. The Covenants are in addition to those restrictions and regulations as imposed by Adams County Development Codes. Therefore, said Declarant hereby imposes the following restrictions on the Parcels.

COMPLIANCE: By purchasing a Parcel from the Declarant, Owners hereby agree to adhere to the terms and conditions of these Covenants recorded with Adams County and binding upon the Parcels.

SETBACK REQUIREMENTS: Owners will adhere to Adams County Code setback requirements for all improvements placed on the Parcels.

ADAMS COUNTY ZONING AND BUILDING CODE: Only one single family Home will be allowed on any one Parcel unless otherwise approved by Adams County for all of the Parcels.

HOME CONSTRUCTION:

1). Home construction is limited to the following construction types: traditional stick built, IRC Modular homes approved by the state of Colorado, approved IRC Modular homes, barndominiums (or "barndos") panelized homes, structural insulated panel (SIP's) and concrete homes using either concrete masonry units (CMU's) or insulated concrete forms (ICF's). No manufactured, mobile, tiny or container homes are allowed. ADU (Accessory Dwelling Units will not be allowed without the approval of all Parcel Owners).

2). Homes must be a minimum of 1,620 square feet of ground level (first floor) dwelling space exclusive of the garage, deck and porches.

3). All exterior walls of the primary structure of modular homes must be a minimum of 24 feet before add ons.

4). Homes must have a minimum of a (5 /12) pitch roof with a minimum overhang of 10 inches. Flat roofs are allowed on Spanish style homes

5). Homes must include an attached or detached 2 car garage and / or shop to accommodate the same, of sufficient size for two full-size automobiles, minimum dimensions of 20' x 20' and must be set at the time of construction of the home.

HOME MATERIALS & COLOR: Homes constructed on the Parcels are limited to the following types of primary exterior siding: wood, engineered wood, fiber cement siding, stamped metal lap siding, brick, stone, stucco and /or stamped concrete. Vinyl sided Homes are not allowed. Metal sided homes (similar to that used on shops and barns) is not allowed without brick or stone wainscoting 44" or higher on the entire front side of the Home, Home /shop or Home/barn facing the access road). Only subdued and unobtrusive natural color schemes compatible with the environment are allowed on homes and outbuildings.

GARAGES: Homes must include a garage of sufficient size to accommodate two full-size automobiles, with a minimum dimension of 20 feet x 22 feet.

COMPLETION OF CONSTRUCTION: Home construction must be complete with the issuance of a certificate of occupancy within 15 months after issuance of the building permit from Adams County. Outbuildings must be completed within 6 months after issuance of the building permit.

OUTBUILDINGS: All outbuildings shall be made of new customary building materials built to professional standards. Outbuildings can be built with or without a home.

SOLAR PANELS: Solar Panels on roof tops of homes and garages are not allowed due to their aesthetic and economic disadvantages when making roof repairs and replacements. Solar panels are allowed on outbuildings and / or ground mounted on the back side of homes and garages.

DRIVEWAYS: Driveways and the installation of any culverts must be built to the local fire department emergency vehicle specifications (Appendix R) and of professional quality using quality material with smooth, uniform borders.

TEMPORARY HOUSINGS: No temporary housing such as but not limited to the use of tiny homes, RV's, campers and /or 5th wheels, for living purposes, will be allowed on the Parcels except for a limited to a period not to exceed 12 months while the Home is under construction unless an extension is granted by Adams County

COMMERCIAL VEHICLES /TRAILERS: No more than 2 semi-trucks and trailers will be allowed to be parked on the Parcels on a regular basis. Commercial vehicle and equipment storage on the Parcels should be limited to avoid complaints to Arapahoe County for commercial use and storage on agricultural zoned property.

STORAGE CONTAINERS AKA CONEXES: Storage containers also known as Connex, shipping container, "ISO box or sea container and large dumpsters are not allowed on the Parcels except for a limited period during construction unless enclosed in an outbuilding. Storage Containers cannot be used as exterior walls of an outbuilding. An exception will be allowed for one new or same as new white, light grey or beige Connex. Connex may also be painted an earthtone color that matches either the house or the outbuilding it sits near.

FENCES: All fences constructed on the Parcels must be made of quality and customary material built to professional standards. Railroad ties may be used for corner posts but not line posts. Parcel owners are encouraged to meet with bordering Parcel owners to discuss material, location, ownership and maintenance of fences prior to construction. Smooth wire is recommended on boundaries of other Parcel owners as barbed wire may pose a concern for horses and other domestic animals. Surveying or GPS assistance may be required to locate fences accurately on outer boundaries. Crooked, sagging and poorly maintained fences and corrals are not allowed.

ACREAGE MANAGEMENT: Owners will maintain ground cover in native and or domestic grass to prevent wind and water erosion. Weeds are not acceptable as ground cover as tumble weeds fill neighboring fences. Owners will work diligently to control weed and prairie dogs to prevent either or both from spreading to neighboring Parcels.

ANIMALS AND LIVESTOCK: Animals and livestock shall be managed so as not to create excessive noise, odor, or a trespassing nuisance to adjacent Parcel Owners. No overgrazing creating a wind and/or water erosion hazard is permitted.

OUTDOOR ARENAS AND PENS: Livestock confinement areas such as outdoor arenas and pens requiring no vegetation are limited to a total area of 60,000 square feet and must be professionally constructed of high-quality fencing and panel materials designed for such use.

TRASH, RUBBISH, JUNK VEHICLES AND /OR MACHINERY, STORAGE: No Parcel will be used for storing unregistered or inoperable automobiles, RVs, campers, trailer houses, old tires, trash or building materials not for immediate use unless stored in an enclosed garage or outbuilding, otherwise, it must be removed within a reasonable amount of time not to exceed 6 months. Burning of trash or other refuse shall be carefully managed and controlled as to not create a fire hazard.

OFFENSIVE ACTIVITY: Parcel Owners agree to be safe and considerate of adjacent Parcel Owners when engaging in potentially dangerous and/or noisy activities including but not limited to the shooting of firearms and/or operation of dirt bikes and off-road vehicles. Parcel Owner's should conduct such activities as far as possible from other neighboring dwellings, avoid early morning and/or after sunset activities and to limit the duration of such activities, especially those that occur on a regular basis.

FAILURE TO COMPLY: Parcel Owners hereby agree that the failure of any Parcel Owner(s) to adhere to the terms of these Covenants will not be deemed as permission for other Parcel Owners to do the same. Respect and consideration of these Covenants by all Parcel Owners shall help to ensure the quiet enjoyment of the Parcels.

NON-LIABILITY OF DECLARANT OWNER: Declarant and Declarant's affiliates, representatives, and agents including their respective successors and assignees shall not be held responsible or liable to any Parcel Owner with respect to the terms or conditions of these Covenants, enforcement or failure to enforce these Covenants, or any other action or inaction related to these Covenants. It is up to the individual Parcel Owners to uphold their commitment to adhere to and enforce these Covenants.

TIME AND LENGTH OF COVENANTS: These Covenants are to run with the Parcels and shall be binding on all Parcel Owners claiming under them unless an instrument signed by all Parcel Owners is recorded with Adams County agreeing to modify or terminate these Covenants in part or in whole.

IN WITNESS WHEREOF: Declarant has executed this Declaration of Protective Covenants by Gerald E. Linnebur and Edward L. Linnebur, General Partners on this _____ day of December 2025.

Linnebur Grain And Buffalo Company, LLLP
a Limited Liability Limited Partnership
by Gerald E. Linnebur and Edward L. Linnebur, General Partners

STATE OF COLORADO

COUNTY OF ARAPAHOE

The forgoing instrument was acknowledged before me this _____ day of December, 2025 for Linnebur Grain And Buffalo, LLLP by Gerald E. Linnebur and Edward L. Linnebur, General Partners

My commission expires: _____,

Notary Public