

SITE AND LANDSCAPE COVENANTS

FOR

BELAIR P.U.D.

Situate in the
City of Fort Collins, County of Larimer,
State of Colorado

The undersigned, fee owner of Belair P.U.D. (The Property) located in the City of Fort Collins, County of Larimer, State of Colorado, does hereby make the following declarations as limitations, restrictions and uses to which the Property may be put, and hereby specifies that these declarations shall constitute covenants to run with all of the Property and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners of all or part of the Property, this declaration being signed for the purpose of guaranteeing that the Property will be developed and landscaped initially and kept in desirable condition in the future as herein specified. "Owner" shall include the signator to this document and all successors or assigns of said signator.

The landscape improvements, parking areas, sidewalks, open spaces and site amenities including, without limitation, energy generation or conservation amenities, as described in the site and landscape plans submitted to the City of Fort Collins and on record therewith shall be made and installed in the manner as described in said plans unless amended pursuant to the approval of the City of Fort Collins. With the exception of lands necessary for construction, the owner shall cause the property to be developed according to the site and landscape plan submitted to and approved by the City of Fort Collins. It is further understood and agreed that the owner of the Property, or its assigns or successors in interest, shall be responsible for the maintenance and care (including necessary replacement of dead grasses, plants, trees or shrubs) of all "planted and landscaped" areas and other amenities within said P.U.D. together with all parking, sidewalks and open space areas and all areas otherwise utilized for buffering energy conservation or other site amenity. Should the owner fail in any respect to comply with the terms of this Agreement, the City of Fort Collins upon notifying said owner in writing of the matters in regard to which default is asserted and should the owner fail either to cure said default within thirty (30) days after receipt of such notice or to commence within twenty (20) days to rectify such default until it is fully rectified or cured, then the City of Fort Collins shall have the right (1) to obtain, in the District Court of Larimer County, Colorado, a mandatory injunction requiring rectification of the default, or (2) to enter upon said property and perform the work necessary to replace said improvements or maintain the same and the owner shall pay or cause to be paid to the City of Fort Collins such sums necessary to reimburse said City of Fort Collins for the labor and material expended to complete or maintain said improvements which payment shall be made within ten (10) days after receipt of billing. The sum due and unpaid shall accrue interest at the statutory rate for judgements from the date that such sum is due. If said


AUTHORIZATION TO EXECUTE JOINT
VENTURE AGREEMENT


HARMONY VILLAGE II, a Limited Partnership, created, organized and existing under the laws of the State of California, hereby authorizes MICHAEL C. EMO, MARTIN C. EMO, and/or THEODORE OAKEY to execute any and all documents on behalf of said limited partnership required by Home Federal Savings & Loan Association of the Rockies to fund construction and/or permanent financing loans for improvements contemplated to be made by Harmony Village II on certain real property owned by it, situated in or about Ft. Collins, Colorado.

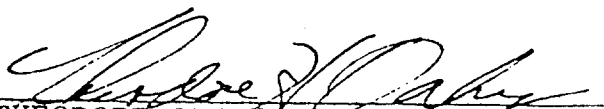
This authorization shall extend to the signing of any and all documents necessary to accomplish the obtaining of said loans that may be required by any reliable title insurance company which may insure said loans at the request of lender.

Dated: *January 9, 1985*

HARMONY VILLAGE II, a Limited
Partnership

By 
MICHAEL C. EMO, General Partner


MARTIN C. EMO, General Partner


THEODORE OAKEY, General Partner