DECLARATION OF PROTECTIVE COVENANTS
FOR
VISTA BUSINESS CENTER

THIS Declaration of Protective Covenants (the "Declaration") is made this _____day of _____, _____, by LINK, LLC, a Colorado limited liability company, hereinafter referred to as "Declarant."

RECITALS

WHEREAS, Declarant is the owner of the real property located entirely within the County of Gunnison, State of Colorado, more particularly described in Exhibit A (the "Property") and Exhibit B (the "Expansion Property"), both attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant proposes to develop the Property, and eventually the Expansion Property, as a commercial and industrial business center serving Gunnison County (the "Project"); and

WHEREAS, it is the desire of the Declarant to enhance the establishment and enforcement of the general plan for the architectural character, development, and use of the business center, and to that end, Declarant desires to subject the Property and Expansion Property to certain covenants, conditions, and restrictions by which the Property and Expansion Property shall be owned, held, improved, used, occupied, and transferred; and

WHEREFORE, in furtherance thereof, Declarant subjects the Property and Expansion Property to the following covenants and conditions:

ARTICLE 1
ESTABLISHMENT AND PURPOSE OF COMMON INTEREST COMMUNITY

1.1. ESTABLISHMENT OF COMMON INTEREST COMMUNITY. Declarant, as the owner of the Property, for itself, its successors and assigns, hereby declares that the Property shall be owned, held, improved, used, occupied, and transferred subject to the provisions of this Declaration, and as a common interest community subject to the provisions of the Colorado Common Interest Ownership Act, Sections 38-33.3-101, et seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act"). In the event the Act is repealed, the Act on the effective date of this Declaration shall remain applicable. The name of the common interest community shall be the Vista Business Center.

1.2. PURPOSE OF DECLARATION. The intent of this Declaration is to provide a framework for the development and maintenance of a superior environment for the conduct of business and industrial activity appropriate for the location of the Property at the gateway to the Gunnison area. It is also Declarant's intention, to the extent reasonably practicable, to mitigate the visual impact of the project as viewed from Colorado State Highway 50, and enhance the physical aesthetics of those portions of the project which are visible from Colorado State Highway 50.

ARTICLE 2
DEFINITIONS

The following definitions shall govern in the understanding and interpretation of this Declaration:

2.1. "Act" means the Colorado Common Interest Ownership Act, C.R.S. Sections 38-33.3-101 et seq., as amended.

2.2. "Allocated Interest" means the share of common expense liability and votes in the Association allocated to each Lot.

2.3. "Architectural Review Board" ("ARB") is a committee responsible for reviewing and approving building plans pursuant to ~~Article 4~~Article 4 and other provisions of this Declaration.

2.4. "Association" shall mean a Colorado non-profit corporation organized by the Declarant or any successor corporation having as its membership the Owners, responsible for operation, maintenance and management of the Vista Business Center, and having the powers and duties hereinafter set forth.

2.5. "Association Documents" means this Declaration, the Articles of Incorporation, the Bylaws, the Plat, any design guidelines, and any procedures, rules, regulations or policies adopted under such documents by the Association.

2.6. "Building" means a structure enclosing a space within its walls and usually, but not necessarily, covered with a roof, and used for shelter, or enclosure of persons, animals or property of any kind.

2.7. "Building Envelope" shall mean a designated area of a Lot within which all structures, and, if required, an onsite wastewater treatment system, are to be located. The location of a Building Envelope constitutes no warranty or assurance that the Building Envelope is free of building constraints.

Commented [CP1]: OWTS don't necessarily need to be within building envelopes. FYI.

2.8. "Common Area" or "Common Elements" shall mean all real property within the Property in which the Association owns any interest or has a leasehold interest for the common use and enjoyment of the Owners, as shown on the Plat.

2.9. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.10. "Declarant" shall mean Link, LLC or any successors or assigns of Link, LLC as are designated hereafter as the Declarant, for purposes of this Declaration in any deed or other instrument from Link, LLC.

2.11. "Declaration" means this document with all Exhibits attached hereto which by this reference are incorporated herein, and all supplements hereto, and the Plat, as amended, which documents will be recorded pursuant to the Act.

2.12. "Executive Board" shall mean the governing board of the Association.

2.13. "Expansion Property" shall mean the property described on Exhibit B attached hereto which Declarant may submit to the terms of this Declaration in accordance with ~~Article 12, below.~~Article 12,

2.14. "Garage" shall mean an accessory building or an accessory portion of a Building designed for the storage of motor vehicles.

2.15. "Improvements" shall mean and include, without limitation, buildings, structures, storage areas, parking areas, driveways, loading areas, fences, walls, hedges, plantings, landscaping, poles, driveways, ponds, recreational facilities, signs, decks, enclosures, changes in 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 improvement or any other items accessory to the above-described items, including any structure of any kind or type.

2.16. "Limited Common Element" means a portion of the Common Elements allocated by this Declaration or by operation of section 38-33.3-202(1)(b) or (1)(d) of the Act for the exclusive use of one or more Lots but fewer than all of the Lots.

2.17. "Lot" shall mean each of the separately-numbered parcels of ground within the Property, as described and shown on the Plat, the same being designated for separate ownership. Initially, there will be twelve Lots. The Declarant reserves the right to add one additional Lot.

2.18. "L.U.R." shall mean the Land Use Resolution for Gunnison County, Colorado as adopted and revised.

2.19. "Mining Operations" shall mean the commercial development or extraction of a mineral or construction materials, or drilling of oil, gas or other wells for purpose of extraction, and any construction associated with mining, pre-development exploration, including associated blasting operations. The term

shall include underground mining, open pit mining, strip mining, surface operations, the disposal of mining wastes, concentration of ores, milling, evaporation, and other processing, mine wastes and tailings, and construction and use of accessory office and storage buildings; and transportation. It does not include the extraction of construction materials used on one or more parcels used for the agricultural operations of a single owner or operator.

2.20. "Owner" shall mean the person, firm, entity, or a combination thereof, legally entitled to possession of any Lot, and where the person, firm, or entity entitled to possession does not own fee simple title to the Lot, to also include the persons, firms, or entities owning fee simple title to the Lot.

2.21. "Owner's Agent" means any member of the Lot Owner's family, or any of the Lot Owner's agents, employees, invitees, or licensees.

2.22. "Plat" shall mean the final land survey plat of the Vista Business Center, duly executed by the Declarant, which constitutes part of this Declaration, recorded in the office of the Gunnison County Clerk and Recorder. It shall also include any future plat of any parcel of land contained within the Property.

2.23. "Property" shall mean and include all of the property subject to this Declaration, including all land, structures, fixtures, and other improvements and interests that, by custom, usage, or law, pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. At such time as a Supplemental Declaration adding the Expansion Property to the Project is filed, all references to "Property" in this Declaration shall be deemed to include the Expansion Property.

2.24. "Residential Unit" shall mean a structure or any part of a structure designed for residential purposes having one or more rooms, not more than one kitchen, and at least one bathroom, which is designed for long-term occupancy by one or more persons for living and sleeping purposes.

2.25. "Security Interest" shall mean an interest in any or all of the Property created by contract or conveyance which secures the payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association and any other consensual lien or title retention contract intended as security for an obligation.

2.26. "Structure" means anything constructed or erected, that requires location on the ground, or is attached to something having location on the ground, including portable shelters for human habitation or use, recreational vehicles and tents, storage, transmission or distribution facilities or public utilities, but not including transmission lines of less than 45 kilovolt capacity, or fences.

ARTICLE 3
LAND USE

3.1. LOTS. The uses to which a Lot may be put are as follows:

3.1.1. COMMERCIAL AND INDUSTRIAL USES. The commercial and industrial uses to which a Lot may be put are divided into the following categories:

3.1.1.1. PERMITTED USES. It is the intention of the Declarant to provide a project specifically suited for industrial and heavy commercial use. In furtherance of this intention, permitted uses of Lots include all industrial and commercial uses that can be made of a Lot while complying with the terms and conditions of this Declaration, except that the specific uses listed as "Prohibited Uses," below, shall not be permitted. Marijuana cultivation, manufacturing, and / or testing facilities are expressly permitted so long as the same remain legal under Colorado law and Gunnison County regulations~~.~~, provided that the Owner has complied with the applicable Gunnison County Land Use Change Permit requirements and all applicable state and local licensing requirements.

3.1.1.2. USES PERMITTED AFTER REVIEW. Industrial or commercial uses that require a variance from the terms and conditions of this Declaration may be permitted upon a Lot only after a variance is granted by the Association, acting through its Executive Board, and after Gunnison County finds that such use complies with all applicable provisions of the L.U.R. and is of the same general character as the permitted uses, and such use will not be detrimental to the other uses on the Property or to surrounding land. The following uses shall be Uses Permitted After Review:

- The following mining operations: concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, upon compliance with L.U.R. Division 9-400: EXPLORATION, EXTRACTION AND PROCESSING OF MINERALS AND CONSTRUCTION MATERIALS.
- Recreational vehicle parks and campgrounds, upon compliance with L.U.R. Section 9-305: SEASONAL RECREATIONAL VEHICLE PARKS AND CAMPGROUNDS.
- Uses that require a variance from any provision of Article 5 or 6 of this Declaration.

3.1.1.3. PROHIBITED USES. The following uses are prohibited and no variance shall be granted to allow such uses:

- Asphalt or concrete batch plants
- "Adult-Oriented Use," as that term is defined in the L.U.R.
- Mining operations, except for concentration of ores, milling, evaporation, and other processing, construction and use of accessory office and storage buildings, and transportation, which shall be Uses Permitted After Review.
- Veterinary clinics and animal shelters

3.1.2. RESIDENTIAL USE ON LOTS 7-12. In addition, on Lots 7 through 12, one Residential Unit may be constructed and used on each Lot, but only as an accessory use made in conjunction with an approved commercial and/or industrial use.

3.2. COMMON AREAS.

3.2.1. Common Areas shall be used for ingress and egress, snow storage, water augmentation structures, landscaping and buffering, trails, and recreation. The Association shall maintain and irrigate the landscaping in all Common Areas and shall have an easement for access and underground water lines and existing irrigation ditches across the Lots as necessary for the maintenance and irrigation thereof. To the extent not inconsistent with the foregoing provisions and any restrictions that may be adopted by the Executive Board, the Owners and their guests shall have the right to access the Common Areas.

ARTICLE 4
ARCHITECTURAL REVIEW AND APPROVAL

4.1. THE ARCHITECTURAL REVIEW BOARD.

4.1.1. The Executive Board shall sit as the initial ARB. The Executive Board, at its discretion, may establish a separate ARB, comprised of three members. All members of the ARB shall be Owners. The Executive Board shall have discretion in establishing criteria for appointing ARB members.

4.1.2. The ARB shall have the right to hire architectural and other consultants at the applicant's expense to assist in reviewing development plans.

4.2. REVIEW AND APPROVAL. No Improvement shall be constructed, altered, or taken apart upon any Lot, nor shall any landscaping, grading, excavation or tree clearing be done, nor shall any exterior addition, change, painting, decoration or alteration be made, until the plans and specifications thereof have been submitted and approved in writing by the ARB in the manner hereafter set forth.

4.2.1. SUBMITTAL OF APPLICATION. Prior to the commencement of any such work or before any Lot is put to any use whatsoever, complete plans shall be submitted to the ARB for approval. The owner of the Lot shall first obtain the approval of the ARB for the proposed improvements and/or use of the premises. In those cases where the proposed use of the premises is not specifically permitted by Section 3.1.1.1. ~~3.1.1.1~~ of this Declaration, or where the owner is requesting a variance or relaxation of the requirements set forth herein, then the approval of the Board of County Commissioners of Gunnison County, State of Colorado, shall also be required prior to the commencement of construction for use of said Lot. The ARB shall determine when a submission is complete. The submittal for approval shall include, at a minimum, the following documents and those specified by the design guidelines and/or the ARB:

4.2.1.1. A site plan showing the location of all proposed Building(s) or Improvement(s), landscaping, fences, access driveway, parking area, utility lines, storage area(s), decks, and any terrain or structural features, such as slopes, large rocks, trees, foliage and ponds.

4.2.1.2. Complete plans and specifications for the Building(s) including a roof plan, in sufficient detail to verify and confirm the size, type and dimensions of the Building(s), mass and height of the Building(s) all design features thereof, all exterior elevations showing all side of the Building(s), all floor plans and the types of construction and materials. All foundations shall be designed by a licensed engineer or architect.

4.2.1.3. Samples of the exterior materials and color schemes for the Building(s).

4.2.1.4. Detailed landscape, drainage and grading plans, including topography and contour lines, which are consistent with the landscape, drainage, and grading plans that Declarant submitted to Gunnison County as part of the land use review for the Vista Business Center.

4.2.1.5. The ARB shall have discretion to require the applicant to submit simulations showing visibility of proposed improvements and illustrating the effect of landscape buffering features such as earth mounding, screening, and planting from Colorado State Highway 50, from Vista Business Center Lots and Common Areas, and from neighboring properties.

4.2.1.6. A written narrative discussion of the intended use of the Lot showing complete compliance with all requirements contained within this Declaration, or in the alternative, a narrative describing in detail each variance that is sought.

4.2.2. APPLICATION FEE. A reasonable application fee may be required for any approval request. If the ARB deems it appropriate to incur any professional or other expense in connection with an application, the Owner of the Lot to which the application pertains shall be obligated to pay such expense prior to the ARB's decision on the Owner's application.

4.2.3. HEARING.

4.2.3.1. The ARB shall, within 60 days of receiving a complete application with all accompanying data, hold a hearing on such application. The ARB shall approve, disapprove or approve with conditions any request submitted to it. The decision of the ARB shall be in writing.

4.2.3.2. The ARB shall render a decision on the application within 45 days of the hearing. If the ARB reasonably determines that a site inspection is necessary to properly evaluate an application, it shall have the discretion to defer decision until the affected Lot is free from snow to enable the ARB to conduct a thorough inspection of the Lot.

4.2.4. NOTICE OF HEARING. The applicant, and any person on his behalf, may attend the hearing on the application for approval and submit information in support of the application. Written notice of the hearing shall be posted conspicuously at the entrance to Vista Business Center and at the driveway entrance to the applicant's Lot and mailed to the Owners of all Vista Business Center Lots at

least ten (10) days prior to the hearing. All Owners shall have the right to be present at the hearing and/or submit written and/or oral comments.

4.2.5. QUORUM. A majority of the ARB shall constitute a quorum and all decisions of the ARB shall be by a majority vote of the Owners present.

4.2.6. STANDARD OF REVIEW. Building quantity, height, massing and exterior materials and color are critical to minimize visual impacts. The ARB shall consider the suitability of the proposed Building(s) and Improvement(s) and in particular the harmony of the Building(s) and Improvement(s) with the environment, the effect of the Building(s) and Improvement(s) on the utilization and view of the Lot and surrounding Lots and property and the placement of the Building(s) and Improvement(s) with respect to topography, drainage, snow removal, ground elevations, existing natural and terrain features and the visibility from Colorado State Highway 50, other Vista Business Center Lots and Common Areas and neighboring properties outside of Vista Business Center. The ARB shall have the discretion to reject any proposed Improvement or any feature of a proposed Improvement which, in the ARB's discretion is unsound, impractical, obtrusive, environmentally harmful, or in conflict with any provision of the Association Documents.

4.2.7. FINAL DECISION. The decision of the ARB on each application shall be final, subject only to the right of judicial review as provided by the laws of the State of Colorado. In the event of denial, the ARB shall indicate the reason(s) why the application was denied and grant to the applicant an opportunity to resubmit with the revisions and corrections that would bring the application into conformity with the requirements of the ARB and Association Documents.

4.3. RULES AND REGULATIONS. The Executive Board may adopt such design guidelines and rules and regulations which are not inconsistent with this Declaration as it deems appropriate to govern its proceedings, ARB proceedings, and the uses of Lots, easements, and Vista Business Center Common Areas.

4.4. BUILDING AND OTHER PERMITS. In addition to the requirement for approval by the ARB, each Owner is responsible for obtaining, prior to the commencement of construction, all approvals, licenses and permits as may be required by Gunnison County, Colorado and any other entity or district having jurisdiction over the Lot including, without limitation, land use change, reclamation, building, well, environmental health and onsite wastewater treatment system permits. An application to Gunnison County for a Building Permit must comply with all applicable codes adopted and amended by Gunnison County and with any applicable energy and resource conservation standards currently required by Gunnison County. Prospective purchasers of Vista Business Center Lots are advised to contact Gunnison County's ~~planning, building and environmental health departments~~Community Development to ascertain what permits are needed and how to obtain approval of such permits. When an Owner applies for a Building Permit, the Owner will be required to provide evidence to Gunnison County regarding how the proposed use of the Lot will comply with the terms of this Declaration.

4.5. VARIANCES. The Association, acting through the ARB, may grant variances as to the requirements and restrictions contained in Articles 5 and 6, below, and any design guidelines or other rules adopted by the Association, subject to the following:

4.5.1. An application for a variance shall be submitted and reviewed in the same manner as is required for architectural review approval. Notice in writing of the hearing on the variance application shall be mailed to Owners of all Vista Business Center Lots at least ten (10) days prior to the hearing. If the requested variance is part of an application for approval of a Building or other structure, such request may be submitted as part of that application.

4.5.2. A variance may be granted if such variance is reasonable, consistent with the overall design objectives of Vista Business Center, and does not unreasonably detract from the Vista Business Center.

4.5.3. A variance from the requirements and restrictions contained in Articles 5 and 6, below, shall also require the approval of the Board of County Commissioners of Gunnison County upon compliance with all applicable provisions of the L.U.R.

ARTICLE 5
DESIGN REQUIREMENTS

5.1. All Lots and all Improvements on any Lot shall be designed, developed, used, and maintained in compliance with the design requirements of this Declaration and all design guidelines which may be adopted by the Executive Board. All Buildings on a Lot shall be architecturally compatible with each other and, to the extent reasonably practicable, with neighboring Lots.

5.2. BUILDING CODE. All Buildings and Improvements shall meet all of the requirements of Gunnison County's Building Code and all other applicable codes, rules and regulations including, without limitation, all applicable provisions of the L.U.R.

5.3. NUMBER OF BUILDINGS. No more than two buildings, exclusive of one accessory building, shall be erected upon any Lot within the project.

5.4. BUILDING SIZE LIMITATIONS.

5.4.1. ~~The minimum floor area of a Residential Unit shall be 600 square-feet and the~~The maximum floor area of a Residential Unit shall be 2,500 square-feet.

5.4.2. In no event shall the aggregate square footage of coverage by residential and accessory structures (excluding commercial and industrial operations) exceed 45 percent of the total area of the Lot.

5.5. HEIGHT LIMITATIONS. Each Lot may have an aggregate of 200 square feet of roof area between 30 and 45 feet in height. Except as otherwise provided herein, no structure shall exceed 30 feet in height. Height shall be measured as the vertical distance from grade plane to the average height of the highest roof surface.

5.6. EXTERIOR BUILDING DESIGN.

5.6.1. All Buildings shall have unobtrusive, primarily muted earth tone, colors and materials that blend, rather than compete, with the surrounding natural terrain and environment. Native stone, board and batten, lap siding, plank and chink, log and rusted metal are preferred exterior materials. No exterior walls shall consist of T-111 or any similar material, composition shingles or unplastered cement, metal, vinyl or block. Exterior treatments shall avoid monotonous or overbearing visual impacts.

5.6.2. No whites or bright colors shall be allowed for siding. No large expanses of glass shall be allowed, except on southern exposures.

5.6.3. Roof material and design shall be approved by the ARB in accordance with the design guidelines. No brightly colored, galvanized or reflective roofs are allowed. Subdued earth tones are preferred. For wildfire protection purposes, roof materials shall be made of noncombustible "Class A" materials and shall employ a design that is pitched.

5.6.4. No design materials or construction techniques which would unnecessarily call attention to the Building shall be permitted.

5.6.5. No A-frames, or Quonset huts shall be permitted.

5.6.6. The use of landscape elements such as earth mounds for lessening the apparent wall mass, and trees and shrubs for screening facades and softening building and fence corners, is encouraged.

5.6.7. To the extent possible, intake and/or exhaust fans, duct work, or other mechanical projects shall be screened or enclosed so as to blend with the exterior treatment of the building.

5.7. BUILDING ENVELOPE AND SETBACKS.

5.7.1. All Structures shall be located entirely within the designated Building Envelope for the Lot, and in accordance with the following setback requirements:

5.7.1.1. A minimum of fifteen feet from all interior Lot boundary lines dividing one Lot from another.

5.7.1.2. A minimum of fifteen feet from all Lot boundary lines contiguous with the Property boundary.

5.7.1.3. A minimum of twenty-five feet from all Lot Boundary lines contiguous with an interior road boundary.

5.7.2. Any Owner who desires to deviate from these requirements shall be responsible for obtaining a variance from the ARB in accordance with the procedures set forth herein, and a variance from Gunnison County in accordance with the procedures set forth in L.U.R. Section 13-104: SETBACKS FROM PROPERTY LINES AND ROAD RIGHTS-OF-WAY.

5.8. SOLAR / ENERGY CONSERVATION. Use of active and passive solar systems, and other energy conservation and efficiency features, is encouraged. The design guidelines shall facilitate the use of such systems and features. When reviewing applications, the ARB shall apply the design guidelines and standards in a manner that accommodates the use of active and passive solar systems.

5.9. SERVICE OR UTILITY AREAS. All service and utility areas, garbage cans, and trash storage areas shall be screened from view on all sides and protected from wildlife and other animals.

5.10. EXTERIOR LIGHTING. Exterior lighting shall be designed and installed so that all direct rays are confined to the site and adjacent properties are protected from glare, and shall comply with the applicable standards of L.U.R. Section 13-114: EXTERIOR LIGHTING. Exterior lighting shall be kept to a minimum. Any exterior lights shall be placed on Buildings. Maximum bulb wattage shall be 75 watts. Security lighting connected to motion detectors shall not remain illuminated longer than 5 minutes. All exterior light fixtures, including security lighting shall direct light to the ground and shall be “full cut-off” type. Lights shall not be used to illuminate Building exteriors. Light shall not spill beyond the Building entrance, as set forth in the design guidelines, except as may be needed to reach parking areas. The exterior lighting scheme must be indicated on the site plan in the final approval package. Fixture cut sheets should be attached.

5.11. SATELLITE DISHES AND ANTENNAE. The only satellite dishes allowed are small dishes associated with Direct TV, Dish Network or similar providers. These dishes shall be located in a non-prominent portion of the Building, shall be hidden from view as much as possible, and shall be the same color as the wall seen behind the satellite dish or antenna or some other neutral color.

5.12. SOLID FUEL BURNING DEVICES. Solid fuel burning devices shall be allowed within the limits of L.U.R. Section 13-107: INSTALLATION OF SOLID-FUEL-BURNING DEVICES and provided that they are installed internal to any structure. The Owner of a Lot shall be responsible for complying with L.U.R. Section 13-107 at the time of installation.

5.13. FIRE PROTECTION.

5.13.1. This project is being developed in an essentially rural environment without the necessary water supply system to provide firefighting protection at urban levels. The owner or occupant of each Lot must accept a rural level of fire protection. The primary responsibility for fire protection rests with such owner or occupant of a Lot. Owners are hereby referred to publications of the Colorado State Forest Service, the Gunnison County Weed Specialist, the Gunnison County Public Works Department, or by Colorado State University regarding creating defensible space, using methods including but not limited to thinning around homes or other structures.

5.13.2. In order to minimize the danger posed by threat of fire, both to persons and property, the following regulations will apply to all improvements and uses within the project:

5.13.2.1. The Association and all Owners shall comply with all regulations regarding fire protection, including any applicable building or fire codes, that are imposed by Gunnison County or the Gunnison County Fire Protection District, which shall have authority to enforce such regulations within Vista Business Center.

5.13.2.2. The Declarant shall install and the Association shall maintain on the Property in the locations indicated on the Plat two dry hydrants that comply with the current standards of the Gunnison County Fire Protection District.

5.13.2.3. When mitigating a wildfire hazard, Declarant, the Association, and the Owners shall not cause soil erosion, remove existing vegetation, thin trees or create adverse impacts to wildlife to an extent beyond that which is necessary to mitigate the hazard effectively.

5.14. LANDSCAPING. Landscape development shall be in accordance with the following criteria:

5.14.1. All landscape improvements shall be in conformance with this Declaration, landscaping plans approved in advance of Lot development by the ARB, Gunnison Basin Weed District Advisory Commission specifications for noxious weed control, and the landscaping plan submitted by Declarant and approved by Gunnison County as part of the land use change process for the Vista Business Center, with which the Association shall have the authority and the responsibility to maintain compliance.

5.14.2. All landscape improvements shall be maintained in a well-kept, healthy condition.

5.14.3. All existing top soil shall be stripped and stockpiled prior to major regrading and redistributed over all disturbed areas prior to revegetation.

5.14.4. Each lot owner shall be responsible for planting and maintaining no less than one evergreen tree and two cottonwood trees, all of which shall be irrigated, for each 1,200 square feet of Building floor area. Evergreens shall be at least 5' high and cottonwood trees shall be at least 8' high.

5.14.5. Xeriscaping, native grasses and wildflowers are encouraged.

5.14.6. No Building in Vista Business Center shall be occupied or used until the ARB has certified in writing that all landscaping, including irrigation facilities, shown on the plans has been installed. The ARB shall have discretion to allow occupancy before completion of landscaping upon receipt of a deposit equal to at least 100% of the estimated landscaping cost to guarantee landscaping completion within one (1) year of occupancy. The ARB shall require vacation of any Lot which is not in compliance with this section.

5.14.7. No Lot Owner shall remove or reduce landscaping in Common Areas, which shall be maintained by the Association.

5.14.8. IRRIGATION.

5.14.8.1. All irrigation of landscape areas shall be of adequate design and maintained to ensure the healthy condition of such landscape development as has been previously approved.

5.14.8.2. Revegetated areas shall be watered either by manual means or by use of a temporary above-ground sprinkler system for a minimum of one full year (one growing season) to assure that adequate moisture is available to establish ground cover planting.

5.14.8.3. Trees and shrubs used for screening should be watered by a permanent underground emitter or trickle system to assure adequate moisture for the life of the plant.

5.15. EXCAVATION, GRADING, DRAINAGE, RECLAMATION, WEED CONTROL.

5.15.1. Upon completion of an activity described in L.U.R. Section 13-115.C: RECLAMATION PERMIT REQUIRED FOR DEVELOPMENT REQUIRING A LAND USE CHANGE PERMIT THAT DISTURBS 500 OR MORE SQ. FT., the Owner of the Lot shall comply with the requirements of this Section 5.15. ~~5.15~~.

5.15.2. All excavations shall be backfilled, compacted as necessary, and graded to blend with the adjoining contours.

5.15.3. All finished contours and all disturbed areas shall be smoothed with gradual transition at grade changes.

5.15.4. All mounds or berms constructed upon a Lot shall be of broad base with sides not to exceed a 2:1 slope.

5.15.5. Abrupt changes in grade, where necessary, shall be accomplished with landscaping walls and planted infill.

5.15.6. Retaining walls should have a natural appearance as to texture and color.

5.15.7. Drainage shall be facilitated by drainage swales and installation of culverts under driveways and streets as necessary.

5.15.8. All Lots shall be graded and improved so as to prohibit any unnatural substances from draining off of the individual Lot. Improvements which may be required for compliance with this section include, but are not limited to, vaults, dry wells, catch basins, collection ponds, settling ponds, drains, and any other improvements necessary for compliance with L.U.R. Section 13-117: DRAINAGE, CONSTRUCTION AND POST-CONSTRUCTION STORM WATER RUNOFF.

5.15.9. To minimize potential erosion and sedimentation impacts, all development in Vista Business Center shall comply, and all grading and excavation shall be performed in compliance with, the general standards for grading and erosion control found in L.U.R. Section 13-116.D: General Standards.

5.15.10. To maintain compliance with L.U.R. Section 13-117, all Lots shall be designed and improved in accordance with the drainage plan for the Project, and no Owner shall do or permit any work, construct any improvements or do any landscaping which shall alter or interfere with the drainage plan for the Project.

5.15.11. Before revegetation and weed control commence, the Owner shall contact the Gunnison Basin Weed Specialist, who will be able to explain safe and effective revegetation and herbicide application strategies and techniques.

5.15.12. Within two calendar years of the date of the substantial completion of soil disturbance, the Owner shall revegetate the affected area (any disturbed but not developed area). Revegetation shall be accomplished utilizing one of the following options:

5.15.12.1. If the area will be irrigated, it may be revegetated using a pasture grass mix that is substantially similar to the mix currently established on the property.

5.15.12.2. If the area will not be irrigated, it may be seeded using the following dryland mix:

Species	Lbs per Acre
Four Wing Saltbush	0.25
Rabbitbrush	0.25
Skunkbush Sumac	0.25
Wyoming big sagebrush	0.25
Fairway Wheatgrass	1.5
Thickspike Wheatgrass	3.0

Streambank Wheatgrass	3.0
Western wheatgrass	3.0
Smooth Brome	3.0
Sheep fescue	3.0

5.15.12.3. Alternatively, the area may be covered with xeriscape landscaping, as defined in the Gunnison County Land Use Resolution.

5.15.12.4. Certified weed free mulch shall also be applied at the rate of 2000 lbs/acre of reseeded ground.

5.15.13. The following measures will be employed to control any noxious weed species:

5.15.13.1. Prior to revegetation, each May and July, a weed survey will be made of the disturbed area. If any patches or plants of any noxious weed species have been identified, they will be sprayed by backpack sprayer or 4-wheeler using EPA approved chemicals.

5.15.13.2. After revegetation, each May a weed survey will be made of the disturbed area. If any patches or plants of any noxious weed species have been identified, they will be sprayed by backpack sprayer or 4-wheeler using EPA approved chemicals.

5.16. FENCES.

5.16.1. All fences, walls or other barriers shall be approved by the ARB prior to installation.

5.16.2. All fences, walls or other barriers erected for screening purposes shall be high enough for effective screening, and be varied as to form, color, and texture so as to blend, rather than compete, with the visual elements in the immediate area and comply with L.U.R. Section 13-113 Fencing.

5.16.3. Open wire or chain link security fences shall be of dark or muted color.

5.16.4. No fences shall be allowed on Common Property except for the perimeter fence around the boundary of the Property and where necessary to protect public safety.

5.16.5. Perimeter fencing around the Property shall not exceed 42 inches in height. Perimeter fences shall be limited to a maximum of three strands or rails. Perimeter rail fences shall only use rounded rails. Perimeter wire fences shall not be made of woven wire. Wire and rail fences shall have a kickspace (distance between the top two wires or rails) of not less than 18 inches.

5.16.6. The Association shall be responsible for the expense of maintaining that part of the perimeter fencing around the Property that is not required to be maintained by the owner(s) of land adjacent to the Property, in order to fence out livestock as provided in Colorado's Fence Law, C.R.S. title 35, Article 46 and as required by Section 13-113 of the L.U.R .

5.16.7. A fence up to 6 feet in height may be constructed around a residential unit and accompanying yard of up to 5000 square feet. All other fences shall not exceed 42 inches in height unless necessary for legitimate screening purposes. Fences higher than 6 feet in height are discouraged and will be approved only if necessary for screening purposes to mitigate the visual impact of the project on surrounding properties, or for screening around a dumpster or other approved trash receptacle.

5.17. SIGNS. No signs logos, or advertising displays shall be permitted on the Property except as specifically set forth herein:

5.17.1. The following are permitted:

5.17.1.1. One directory sign to be installed by Declarant and maintained by the Association at each entrance to the Property, listing the name of the Project, the businesses located therein, and the location of each business within the Project. At the Declarant's discretion, subject to approval by

Gunnison County, the directory sign at the east entrance may be split into two signs: A sign for Vista Business Center visible from Highway 50, and a directory sign visible from Vista Drive.

5.17.1.2. One building or business identification sign located on the primary façade of the building. The Owner of a Lot shall be responsible for obtaining a sign permit and otherwise complying with Section 13-109 of the L.U.R, and obtaining ARB approval, with respect to such sign.

5.17.1.3. Any sign that does not require a permit as described in L.U.R. Section 13-109.E: SIGNS ALLOWED WITHOUT PERMITS, but that otherwise complies with this Declaration.

5.17.2. No sign within the project shall be internally lit.

5.17.3. All signs within Vista Business Center shall be in a uniform style approved by the ARB.

5.18. STORAGE. Merchandise, supplies, equipment, or materials of any kind shall be stored within a building, shed, or screened area.

5.19. UTILITIES.

5.19.1. All utilities, including new electrical and telephone service, except for pedestals, shall be installed underground.

5.19.2. All utility meters and switch boxes shall be, to the extent possible, clustered and protected from the elements and from potential damage from vehicular traffic with no less than 4" pipe bollards.

5.19.3. Above-ground storage tanks for utility purposes shall be screened from view and protected from potential vehicular damage with no less than 4" pipe bollards.

5.20. ROADS; DRIVEWAYS; PARKING.

5.20.1. All roads and Common Area snow storage areas within the Property shall be constructed by Declarant in accordance with the land use approval for the Project issued by Gunnison County, Colorado. Upon completion of construction of the roads and snow storage areas, all maintenance, repairs, and snow plowing and supervision shall be the duty of the Association. The Association shall keep in good repair all roads within the Property and maintain the same in suitable condition for use by the members of the Association and emergency vehicles.

5.20.2. Access driveways are limited to one per lot unless otherwise approved by the ARB, being in a two-way direction of travel, and having a maximum width of thirty feet of improved roadway. To the extent feasible, all driveways shall be located as depicted on the Plat. Notwithstanding any other provision in this Declaration to the contrary, the ARB, to preserve trees, foliage and/ or vegetation, to avoid building constraints, or for other good cause, shall have the right to review and approve the precise location of all driveways and to relocate the driveways depicted on the Plat, including, with adjacent Lot Owner approval, the right to locate or relocate a driveway on such adjacent Lot.

5.20.3. Each Lot shall be designed and constructed so as to provide sufficient employee parking and customer parking areas, but in no event less than six spaces.

5.20.4. All driveways and parking areas shall be improved with asphalt paving or compacted gravel or granite surfaces, or other dust-free surfaces, and shall be maintained by the Owner so as to minimize creation of dust from parking and driveway areas.

5.20.5. All parking areas shall be adequately screened ~~from~~ to mitigate visual impact ~~from~~ to Colorado Highway 50.

5.20.6. All parking areas shall be maintained in accordance with L.U.R. Section 13-110: OFF-ROAD PARKING AND LOADING. Each Owner shall be responsible for demonstrating compliance with Section 13-110 of the L.U.R. at the time of submittal of a building permit application.

5.20.7. Parking motor vehicles, even temporarily for loading and unloading purposes, on Vista Business Center roads is prohibited. All motor vehicles shall be parked in garages and/or parking areas approved by the ARB. All Lots shall be designed to provide adequate parking and loading / unloading facilities.

5.21. SNOW STORAGE. Adequate snow storage areas shall be provided along all interior driveways, parking areas, service yards, and storage areas so as to permit removal of snow without damaging screening, landscaping, and other plantings within the Lot, and shall comply with L.U.R. Section 13-112: SNOW STORAGE. No snow from any Lot shall be stored in roads or other Common Areas. Each Owner shall be responsible for demonstrating compliance with L.U.R. Section 13-112.E: SITE DESIGN at the time of submittal of a building permit application.

5.22. IMPROVEMENTS WITHIN EASEMENTS AND RIGHTS OF WAY. Each Lot is subject to the easements and rights of way described herein or shown on the Plat for location of utility lines, roads, streets, pedestrian access, storm drainage, snow removal and storage, irrigation ditches and other water infrastructure, and landscaping. No Improvement shall be constructed, installed, or maintained along, across, or within these areas, with the exception of landscape buffer strips, without the approval of the ARB. Owners are hereby notified that an irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and leave natural debris on the bank.

ARTICLE 6
USE RESTRICTIONS AND REQUIREMENTS

6.1. NO SUBDIVISION. No Lot may be subdivided into two or more parcels of land. This restriction shall not be interpreted to mean that the use and ownership of a Lot may not be divided between separate entities or used for two or more separate businesses by means of lease, tenancy in common, or other form of co-ownership.

6.2. EXCAVATION. No excavation shall be made on any Lot, except in connection with construction of an Improvement approved by the ARB in accordance with this Declaration.

6.3. WATER SUPPLY.

6.3.1. WATER RIGHTS. Declarant is the record owner of certain senior surface water rights which have historically been used to irrigate the property (the "Surface Irrigation Rights"). Declarant has also obtained a decree in Case No. ~~12CW114~~12CW114 (as amended by the decree in Case No. 15CW3021) for additional underground water rights, surface water rights, storage rights, appropriative rights of exchange and approval of a plan for augmentation. All of the foregoing Water Rights shall be conveyed to the Association upon its formation, and shall be Common Elements.

6.3.2. WELLS. Water for commercial, industrial, domestic, and landscape irrigation uses will be delivered to each lot through a series of ~~shared wells, in accordance with the below table. Each shared well shall be installed as close as practicable to the lot line between the lots that share the well. The joint users of each shared well shall have an easement for the installation, repair, and maintenance of such wells and related water delivery infrastructure. The approximate location of the easement is depicted on the Plat. The actual location of the easement shall extend lengthwise from the front lot line to a point ten feet behind the actual well location, and the width shall be 10 feet on each side of the lot line (or a line parallel thereto if the well is not located exactly on the lot line). No fence or other obstruction to access shall be installed or maintained in the well easement area. The Declarant shall be responsible for initial installation of the well, which shall be a Limited Common Element allocated to the Lots that share such well. The well shall be of sufficient width to allow each lot to install separate pumps and related infrastructure. The installation of the pump and related infrastructure shall be the obligation of the Lot Owner.~~wells, pursuant to the 12CW114 Decree, as amended by the 15CW3021 Decree. Each of Lots 1-12 will be

served by a well in the VBC Well Field. Lot 13 will be served by the Vader Domestic Well and / or Dan Vader Stockwater Well. Each Lot Owner will be responsible for the cost of permitting and installing the well to serve its Lot. By purchasing a Lot, each Lot Owner waives any objection to the default 600 foot well spacing requirement of the Colorado Division of Water Resources.

~~6.3.26.~~ 6.3.4. DOMESTIC, COMMERCIAL, AND INDUSTRIAL USES. Subject to the limitations contained herein and any applicable decree, each Lot shall be entitled to use water from the well system described above for the irrigation of 1200 square feet of landscaping, drinking and sanitary uses inside commercial and industrial facilities, and on Lots where a residential unit is allowed, for domestic purposes inside one single-family dwelling. Additionally, the Association may make additional water available for commercial and industrial applications on a subscription basis. The Association may develop such rules, including the assessment of fees for use, as may be necessary for the orderly and efficient use of such additional water. No existing or proposed use of a Lot shall consume more than its allocated prorata share of water available from the Association's water system, nor shall any Owner or occupant of any Lot take any action which contravenes the provisions and limitations contained in any decree of the Water Court in any case affecting water rights, if any, owned or obtained by the Declarant and/or Association.

~~6.3.27.~~ 6.3.5. The Association shall be responsible for compliance with the terms of any decree and any plan of augmentation regarding water rights, if any, owned or obtained by the Association, the maintenance of all records and other reporting requirements imposed by any decree, and the maintenance, repair and replacement of all ditches, pipes, flumes, dams, outlet works, and other physical components required for the proper implementation of any plan for augmentation. Any owner of a Lot in the Property shall have the right, in the event of the failure or inability of the Association to preserve and administer any water system and water rights within the Property, to undertake such action as was required of the Association but not performed, and to charge all costs and expenses thereof to the Association, including the maintenance of litigation for the recovery of all costs and expenses so incurred, including such owner's attorneys' fees and costs.

6.4. WASTEWATER TREATMENT AND HAZARDOUS WASTE

6.4.1. In accordance with L.U.R. Section 12-106: SEWAGE DISPOSAL / WASTEWATER TREATMENT, before any Building designed for human occupancy or otherwise requiring water and sewage is occupied, the Owner of the Lot shall be responsible for installing an onsite wastewater treatment system ("OWTS") on the Lot in compliance with the requirements of the Gunnison County Onsite Wastewater Treatment System Regulations. The Owner of the Lot shall be responsible for maintaining such OWTS in accordance with such OWTS Regulations.

6.4.2. No use shall be made of a Lot that generates any hazardous substance or hazardous waste material without obtaining a variance from the Association and approval by Gunnison County of the methods to be used to eliminate any off-site health and safety hazards that could be caused by these substances and materials.

6.5. TEMPORARY STRUCTURES. No temporary structure, mobile home, modular home, trailer, trailer house, travel trailer or recreational vehicle shall be permitted on any Lot at any time, except that a small temporary structure or trailer not to exceed 400 square feet, and approved by the ARB, may be allowed during construction. Such temporary structure or trailer shall be removed before any Building on the Lot is occupied or used.

6.6. CONTINUITY OF CONSTRUCTION. All construction, reconstruction, alterations, or other improvements on any Lot shall be completed according to an approved work schedule, and shall be prosecuted diligently to completion within eighteen (18) months of the commencement thereof, unless an

exception is granted by the ARB for good cause. Landscaping work shall be completed during the next full growing season after commencement of improvement of the Lot.

6.7. TRASH AND WASTE. All Lots shall at all times, including during construction, be maintained in a neat and attractive condition. All construction debris shall be stored within a dumpster or other comparable container or receptacle. No trash, ashes, garbage, or other refuse shall be allowed to accumulate or be placed on any Lot or area within the Property. Refuse and garbage shall be removed from the Lot at least weekly. There shall be no outdoor burning, burying or disposal of refuse. Each Owner shall provide suitable receptacles, approved by the ARB, for the temporary storage and collection of refuse and solid waste. All such receptacles shall be kept inside a building, shed, or in an outside area that is screened from view and protected from the wind, wildlife, other animals, and disturbance.

6.8. NUISANCE / NOISE.

6.8.1. 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 by reason of the emission of odor, dust, smoke, gas, vibration, or noise. This provision shall not be interpreted to prohibit reasonable, usual noise or other activities involving construction of any Improvements approved by the ARB, or noise levels from approved uses of a Lot that are within the limitations set forth below.

6.8.2. ELECTRICAL DISTURBANCES. No use or activity shall be permitted on any Lot which creates electrical disturbances (electromagnetic radiation) that have a detrimental effect, including radio and television interference, on the operation of any equipment beyond the boundaries of the Lot.

6.8.3. GLARE AND HEAT. Any commercial or industrial operation producing intense glare or heat shall be conducted within an enclosed building or with other effective screening in such a manner as to make glare or heat imperceptible from any point along the property line.

6.8.4. ODORS. No industrial or commercial use shall cause or allow the emission of odors from any single source so as to result in detectable and unreasonable odors.

6.8.5. VIBRATION. No use of a Lot shall result in vibration perceptible to a person without instruments at any point beyond the boundaries of the Lot.

6.8.6. NOISE. Some areas surrounding the Property are sensitive to increases in noise levels. Every use within Vista Business Center shall be conducted so that any noise produced is not objectionable because of intermittence, beat frequency, or shrillness regardless of db(A) measurement. Sound levels of noise radiating 25 or more feet beyond the Lot boundary in excess of the db(A) established for the following time periods and uses shall be prohibited:

Impacted Property	6 A.M. TO 7 P.M.	7 P.M. TO 6 A.M.
Residential	50 db(A)*	40 db(A)
Commercial	60 db(A)	55 db(A)
Industrial	80 db(A)	75 db(A)
db (A): Decibels measured on the ”A” scale of a standard sound level meter having characteristics defined by the American National Standards Institute		

6.8.6.1. The above noise restrictions shall not apply to motor vehicles or other self-propelled equipment while the same are being operated on, or transported to or from a Lot in accordance with the other requirements of this Declaration.

6.8.6.2. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the improvements on any Lot, shall be placed or used on any Lot.

6.8.6.3. Except for a brief warning bark when a person approaches, no dogs shall be allowed to bark, whine or otherwise make noise which is audible on nearby Lots or property.

6.8.7. MOTOR VEHICLES. No motor vehicles of any kind shall be operated within Vista Business Center except on platted roadways and on driveways and parking areas.

6.8.8. Non-residential outside uses and activities, including deliveries and idling trucks, are prohibited in Vista Business Center between the hours of 7 p.m. and 6 a.m.

6.9. HAZARDOUS ACTIVITIES.

6.9.1. No activities shall be allowed or conducted on the Property which are or might be unsafe or hazardous to any person or property. Such hazardous activities include, but are not limited to, setting off fireworks and discharging firearms and setting off explosives.

6.9.2. No outside open fires shall be permitted unless contained within a cooking or barbecue unit or grill, or when the fire danger is low, within a fire pit.

6.9.3. Materials or products which decompose by detonation shall be handled, sorted and utilized in accord with the National Fire Protection Association (NFPA) Standards and pursuant to standards and requirements of the Gunnison County Fire Protection District.

6.9.4. RADIOACTIVITY. Releases and use of radioactive materials shall be as follows:

6.9.4.1. RELEASES. Release of radioactivity shall be subject to state and federal regulations, and any other agency having jurisdiction over such releases. Where conflicts between regulations exist, the most restrictive requirements shall apply.

6.9.4.2. USE OF RADIOACTIVE MATERIALS. Medical, dental and veterinary sources of radiation residues, including x-ray machines, gamma and neutron sources, and pharmaceutical isotopes which are used for diagnostic and therapeutic purposes, shall be permitted when located within a hospital, clinic, medical, dental or veterinary office, or medical research facility, whether mobile or fixed.

6.10. WATER QUALITY.

6.10.1. Owners are referred to the wetland review of the Property prepared by Colorado Land and Water Specialists, LLC, the site plan required by L.U.R. section 11-107.D.1, and the plan for water quality protection required by L.U.R. section 11-107.D.2 (including the grading plan addressing the requirements of Section 13-116 of the L.U.R. and drainage plan prepared pursuant to Section 13-117 of the L.U.R.), which Declarant submitted to Gunnison County as part of the land use change approval for the Project. All Buildings and other Improvements shall be located, designed, constructed, and maintained, and each Lot shall be used, in compliance with these documents.

6.10.2. In addition to the requirement of paragraph ~~6.4.2~~6.4.1. ~~6.4.2~~, above, (i) all hazardous be stored and used pursuant to applicable state and federal hazardous materials regulations; (ii) hazardous materials, pollutants, sand and salt for road traction shall not be stored within 100 horizontal feet of any water body; and (iii) routine field maintenance of vehicles or mobile machinery shall not be performed within 100 feet of any water body.

6.10.3. Any use of a Lot that is not in compliance with the requirement of this section, including the documents described in paragraph ~~6.10.1~~6.10.1. ~~6.10.1~~, above, shall require a variance from the Additionally, if it is not feasible to avoid affecting wetlands, the Lot Owner shall be responsible for designing and constructing all appropriate mitigation measures and for obtaining all required permits, including a permit from the United States Army Corps of Engineers pursuant to section 404 of the Clean Water Act (a "404 Permit"). Lot Owners shall comply with all terms and provisions of any 404 Permit issued by the United States Army Corps of Engineers with respect to the Project, including any permit issued for construction of the Vista Business Center access road and Common Elements.

6.11. PARKING. No motor vehicles or any other property shall be parked or stored in any designated parking space or in any common or public area. No trailers, snowmobiles, ATVs, motorhomes, pickup campers, backhoes, construction machinery, construction equipment, boats, water craft, inoperable motor vehicles or trucks (except pickups) shall be parked or stored, except within a fully enclosed garage or behind a fence providing screening in accordance with this Declaration and as approved by the ARB.

6.12. ABANDONED OR INOPERABLE VEHICLES. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own power for a period of one (1) week or longer. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability, and the expense thereof shall be charged against the Owner of the vehicle.

6.13. ANIMALS.

6.13.1. DOMESTIC HOUSEHOLD PETS. Not more than two (2) domesticated household pets of the same species shall be allowed, kept or maintained on any Lot.

6.13.2. CONFINEMENT OF ANIMALS. All animals shall be kept confined to the Owner's Lot attached to a leash or other suitable control device at all times. Gunnison County shall have authority to enforce the provisions of this section at the expense of the responsible Owner or of the Association which will in turn have the authority to obtain reimbursement for said expenses from the Owner of the animal. The owner of any animal and/or the Owner of any Lot which the animal is visiting or staying on shall at all times:

6.13.2.1. Be personally liable and responsible for all actions of such animal and any damage or disturbance caused by such animal; and

6.13.2.2. Shall immediately clean up and properly dispose of such animal's waste.

6.13.3. HORSES AND LIVESTOCK. No horses or livestock shall be allowed in Vista Business Center.

6.13.4. RULES AND REGULATIONS. The Executive Board may adopt suitable rules and regulations regarding animals and may in particular circumstances, for good cause, approve variances as to the number and type of animals to be allowed, kept or maintained on any Lot.

6.13.5. IMPOUNDMENT OF ANIMALS. The Association is specifically empowered to impound any dog, cat or other animal running at large within the Property. Upon impoundment, the owner of the animal, if known, shall be notified and the animal shall be taken to the nearest facility which accepts impounded animals. It is the duty of the owner of such animal to recover the animal from such facility and if the animal is not recovered by the owner in accordance with the rules and regulations of such facility, the facility may destroy the animal without liability.

6.13.6. No non-indigenous gallinaceous game-birds (including but not limited to pheasants, chukar, and quail), shall be imported onto the Property.

6.13.7. No Gunnison's prairie dogs shall be removed from the Property (including by lethal means) unless Colorado Parks and Wildlife has first been notified and provided a reasonable amount of time to relocate, conduct research, or use these animals for other conservation needs.

6.14. CAMPING. Camping on the Property is prohibited, except pursuant to such rules and regulations as the Executive Board may adopt.

6.15. MAINTENANCE OF IMPROVEMENTS.

6.15.1. All Improvements shall be kept in good condition and repair.

6.15.2. All buildings, sheds, and fences shall be resurfaced (painted, stained, etc.) as often as wear and weather may reasonably require. Natural surfaces are acceptable.

6.15.3. Should any Improvement be destroyed by any cause, all debris shall be promptly removed from the Lot and the Owner shall proceed to promptly to repair, rebuild, replace, or revegetate the damaged improvements.

6.15.4. Any repair, replacement, or rebuilding of Improvements shall be done according to the original plan as approved, and any change from the originally approved plan must be resubmitted for approval in accordance with Article 4.

Field Code Changed

6.16. LIMITATION ON RETAIL SALES. No more than ~~10~~33% of the floor area of any ~~Improvement~~Building shall be used for the retail sale of goods. The sale of goods processed, fabricated, altered, manufactured, grown, cultivated, or to which value was otherwise ~~manufactured~~added on the Lot or by the business operated on the Lot at a jobsite shall not count against this limitation. Relatedly, the sale of goods in a manner that is incidental and ancillary to the provision of a service (e.g. the sale of motor oil in conjunction with performing an oil change) shall not count against this limitation. Floor space used for the storage of goods that is not open to the public shall not count against this limitation. This limitation shall not apply to outside areas that may be used to store products that, by their nature (such as trees, bushes, and other plants), must be stored and displayed outside. The purpose of this limitation is to preclude the use of a Lot for high volume pure retail establishments such as department stores, grocery stores, and convenience stores.

6.17. ADDITIONAL RESTRICTIONS FOR LOTS 6 THROUGH 12. To ensure compatibility with surrounding land uses and with the potential residential use of Lots 7-12, Lots 6-12 are subject to the following use restrictions, in addition to all other restrictions contained in this Declaration:

6.17.1. The aggregate size of all Buildings shall be no greater than 15,000 square feet.

6.17.2. Operations shall be wholly contained within buildings. However, the following activities may occur outside of Buildings, provided that such activities are otherwise in compliance with the requirements of this Declaration: Nurseries, employee parking, loading and unloading, storage.

6.17.3. The operational impacts of the use of the Lot must be contained within the Lot boundaries. The use of the Lot shall not produce any more than a *de minimis* amount of, and in any event shall not exceed Gunnison County standards for, offensive noise, vibration, electrical or magnetic interference, glare, fumes, odors, smoke, dust, heat or waste noticeable at, or beyond, the Lot boundaries.

6.17.4. No business shall be allowed that is reasonably expected to generate more than 30 vehicle trips to and from the business per day, including those of employees, deliveries to and from the business, and customers.

6.17.5. No business shall be open to the general public outside of the hours of 6 a.m. to 6 p.m.

6.17.6. Vehicles used as part of the commercial / industrial use (excluding vehicles designed for highway use and used by employees to commute to the business) shall be parked inside buildings or within screened parking areas.

ARTICLE 7
VISTA BUSINESS CENTER ASSOCIATION

7.1. MANAGEMENT BY ASSOCIATION. The operation and management of Vista Business Center shall be undertaken by the Association. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary or convenient to manage the business and affairs of Vista Business Center. An Owner of a Lot shall automatically become a member of the Association and shall remain a member for the period of his ownership. The initial Executive Board shall have three (3) members. By resolution of the Executive Board, the size of the Executive Board may be increased to five

(5) or seven (7) members. Except for members of the Executive Board appointed by Declarant during the period of Declarant control, all Executive Board members shall be elected by the Owners.

7.2. DECLARANT CONTROL. Declarant shall be entitled to appoint and remove the members of the Executive Board and officers of the Association during the term of Declarant Control. "Declarant Control" begins with the appointment of the initial Executive Board and continues until the earlier of (a) five (5) years from the date of recording the Declaration, (b) sixty (60) days after Declarant conveys seventy-five percent (75%) of the Lots that may be created to Owners other than Declarant; (c) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business; or (d) two (2) yeas after the right to add new Lots was last exercised (if such right is reserved by Declarant in this Declaration). Declarant may voluntarily relinquish such power evidenced by a notice executed by Declarant and recorded with the Clerk and Recorder but, in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective. Under the Act, Declarant Control is further extinguished, to the extent stated, sixty (60) days after the following events: (a) Declarant conveys twenty-five percent (25%) of the Lots that may be created to Owners other than Declarant, to the extent of twenty-five percent (25%) of the members of the Executive Board (minimum of one) , and (b) Declarant conveys fifty percent (50%) of the Lots that may be created to Owners other than Declarant, to the extent of thirty-three and one third percent (33 1/3%) of the members of the Executive Board.

7.3. ASSOCIATION MANAGEMENT. The Association shall conduct the general management, operation and maintenance of Vista Business Center and the enforcement of the provisions of this Declaration and of the Articles and Bylaws of the Association, any Design Guidelines and rules and regulations adopted thereunder.

7.4. REPRESENTATIVE OF OWNER(S). If any Lot is owned by more than one person or by a partnership, joint venture, corporation, limited liability company, or other entity, the Owner(s) shall designate to the Association in writing the name and address of the representative to whom all legal or official assessments, liens, levies or other notices may be mailed. Upon failure to so designate a representative, the Association shall be deemed to be the agent for receipt of notices to such Owner(s).

7.5. NOTICE TO LOT OWNERS. Notice of matters affecting the Association, the Common Elements or other aspects of Vista Business Center shall be given to Lot Owners by the Association or other Lot Owners in writing addressed to each Lot Owner at the address provided to the Association by each Lot Owner. If a Lot Owner has failed to provide an address, the Association shall use the address set forth in the deed or other instrument of conveyance recorded in the Gunnison County records by which the Lot Owner acquired title.

7.6. DELIVERY OF DOCUMENTS BY DECLARANT. Within sixty (60) days after the Owners other than the Declarant elect a majority of the members of the Executive Board, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including, without limitation, the following items:

7.6.1. The original or a certified copy of the recorded Declaration, as it may be amended, the Articles of Incorporation, Bylaws, Design Guidelines, minute books, other books and records, and any rules and regulations which may have been promulgated;

7.6.2. An accounting for Association funds and audited financial statements from the date the Association received funds and ending on the date the Period of Declarant Control ends;

7.6.3. The Association funds, books and records;

7.6.4. All the tangible personal property that has been represented by the Declarant to be the property of the Association or that is necessary for and has been used exclusively in the operation and enjoyment of the Common Elements;

7.6.5. A copy, for the nonexclusive use of the Association, of any plans and specifications used in the construction of Improvements in Vista Business Center;

7.6.6. All insurance policies then in force which the Owners, the Association, or its directors and officers are named as insured persons;

7.6.7. Copies of any certificates of occupancy that may have been issued with respect to any Improvements comprising the Common Elements;

7.6.8. Any other permits issued by governmental bodies applicable to Vista Business Center and which are currently in force or which were issued within one (1) year prior to the date on which Owners other than the Declarant took control of the Association;

7.6.9. Written warranties of any contractor, subcontractors, suppliers and manufacturers that are still effective;

7.6.10. A roster of Owners and their addresses and telephone numbers, if known, as shown on the Declarant's records;

7.6.11. Employment contracts in which the Association is a contracting party;

7.6.12. Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the person performing the services.

7.7. EXECUTIVE BOARD. Except as otherwise provided in this Declaration or the Bylaws, the Executive Board may act in all instances on behalf of the Association. Except for members of the Executive Board appointed by the Declarant during the period of Declarant Control, all members of the Executive Board shall be members of the Association, or in the event that an Owner is an entity rather than a natural person, such member of the Executive Board shall be an authorized representative of such entity Owner.

7.8. POWERS OF THE EXECUTIVE BOARD. Except for those matters expressly reserved to the Members as provided in the Association Documents and the Act and the Colorado Revised Nonprofit Corporation Act, the Executive Board may act in all instances on behalf of the Association, to:

7.8.1. Adopt and amend bylaws and rules, regulations and policies, including those described in C.R.S. § 38-33.3-209.5(1)(b) designed to promote responsible governance;

7.8.2. Determine Common Expenses and adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;

7.8.3. Hire and terminate managers and other employees, agents and independent contractors;

7.8.4. Establish and appoint members to the ARB;

7.8.5. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting Vista Business Center;

7.8.6. Make contracts and incur liabilities, except that any agreement for professional management of the Association's business or other contract providing for services of the Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without payment of a termination fee, upon not more than ninety (90) day's prior written notice;

7.8.7. Regulate the use, maintenance, repair, replacement and modification of Common Elements;

7.8.8. Cause additional improvements to be made as part of the Common Elements;

7.8.9. Acquire, hold, encumber and convey in the name of the Association any right, title or interest in real or personal property, except that Common Elements may be conveyed or subjected to a security interest only if (i) Owners entitled cast at least sixty-seven percent (67%) of the votes agree to that action, (ii) if all Owners of Lots to which any Limited Common Element is allocated agree in order to convey that Limited Common Element or subject it to a security interest;

7.8.10. Grant easements, leases, licenses and concessions through or over the Common Elements;

7.8.11. Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements (but not including the Limited Common Elements);

7.8.12. Impose charges (including without limitation, late charges and default interest) for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of provisions of the Association Documents or otherwise suspend other membership privileges (except that notice and opportunity to be heard shall not be required before suspension of membership privileges for failure to pay Assessments within thirty (30) days after they become due);

7.8.13. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;

7.8.14. Provide for the indemnification of the Association's officers, Executive Board and ARB and maintain directors' and officers' liability insurance;

7.8.15. Assign its right to future income, including the right to receive Assessments, but only upon the affirmative vote of the Owners of Lots to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose.

7.8.16. Exercise any other powers conferred by the Declaration or Association Bylaws;

7.8.17. Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association, including without limitation, those powers specified by the Colorado Revised Nonprofit Corporation Act; and

7.8.18. Exercise any other powers necessary and proper for the governance and operation of the Association.

7.9. BOOKS AND RECORDS. The Association shall maintain and shall make available for inspection to Owners, upon request, during normal business hours or under other reasonable circumstances, such books and records as may be required under the Act and the Colorado Revised Nonprofit Corporation Act.

7.10. ACCOUNTING. If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to other persons or to a manager, then such other persons or manager must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or manager (b) maintain all reserve accounts of the Association separate from the operational accounts of the Association, and (c) provide to the Association no less than once per month an accounting for the previous months. In addition, the Association shall obtain an annual accounting and financial statement of Association funds (on either a review or audit basis, at the Association's discretion) and annual tax returns prepared by a certified public accountant.

ARTICLE 8
COMMON EXPENSES

8.1. ALLOCATED INTEREST. Each Lot shall have appurtenant thereto the undivided interest in the common elements and common expenses of the Association and a portion of the votes in the Association. Each of the Lots shall have equal Allocated Interests. Accordingly, each Lot shall be allocated equal pro rata shares of the common expense liability and votes in the Association, where the numerator of such share is one and the denominator of such share is the total number of Lots in the Vista Business Center, as the same may change from time to time due to the addition or removal of Lots in accordance with the provision of this Declaration.

8.2. PERSONAL OBLIGATION. Each Owner, including Declarant while an Owner of any Lot, is obligated to pay to the Association: (1) the Annual Assessments; (2) Special Assessments; and (3) Default Assessments. Each Assessment against a Lot is the personal obligation, jointly and severally, of the Owner(s) at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for Assessment by abandonment of his Lot or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon , the cost and expenses of such proceedings, and all reasonable attorneys' fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration. All Assessments shall be payable in accordance with the levy thereof, and no offsets or deduction against the Assessments shall be permitted for any reason including, without limitation, any claim that the Association or the Executive Board is not properly exercising its duties and powers under the Association Documents.

8.3. BUDGET. Within ninety (90) days after adoption of any proposed budget for Vista Business Center, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary. The Executive Board shall give notice to the Owners of the meeting as allowed for in the bylaws. The budget proposed by the Executive Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by a majority of all Owners, whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Executive Board and not vetoed by the Owners must be continued until a subsequent budget proposed by the Executive Board is not vetoed by the Owners.

8.4. AUDIT OR REVIEW. The books and records of the Association shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, at least once every two years by a person selected by the Executive Board. Such person need not be a certified public accountant except in the case of an audit.

8.4.1. An audit shall be required under this paragraph only when both of the following conditions are met: (1) The Association has annual revenues or expenditures of at least two hundred fifty thousand dollars ($250,000.00); and (2) An audit is requested by the Owners of at least one-third of the Lots.

8.4.2. Copies of an audit or review under this paragraph shall be made available upon request to any Owner beginning no later than thirty (30) days after its completion.

8.5. ANNUAL ASSESSMENTS. An Owner's Annual Assessments shall be determined based on the adopted and ratified Common Expense budget. The Executive Board shall levy and assess the Annual Assessments to each Owner in accordance with the Allocated Interests, provided, however, that the Executive Board reserves the right to allocate all expenses relating to fewer than all of the Lots to the Owners of those affected Lots only. Annual Assessments shall be due and payable in two equal semi-annual installments on January 1 and July 1 of each year, or such other dates which are six months apart

as the Executive Board may determine. The omission or failure of the Association to fix the Annual Assessments for any period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same.

8.6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The Annual Assessments shall commence as to each Lot on the first day of the month following the effective date of adoption and ratification of the first Common Expense budget. Until commencement of the Annual Assessments, the Declarant shall pay all Common Expenses of the Association.

8.7. SPECIAL ASSESSMENTS. In addition to the Annual Assessments, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or re-construction, unexpected repair or replacement of improvements within the Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as in independent source of authority for the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners according to the Allocated Interests, subject to the right of the Association to assess only against the Owners of affected Lots, any extraordinary maintenance, repair or restoration expense. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice has been given.

8.8. DEFAULT ASSESSMENTS.

8.8.1. All monetary fines, penalties and enforcement costs, including reasonable attorneys' fees and costs, assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, including without limitation attorneys fees incurred by the Association, shall be a Default Assessment and shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such assessment at least ten (10) days prior to the due date.

8.8.2. Without limiting the generality of the preceding paragraph, in the event that the need for maintenance, repair or replacement of all or any portion of the Common Area is caused by the negligent or willful act or omission of an Owner or by an Owner's Agent, or if misconduct on the part of an Owner or an Owner's Agent otherwise results in the Association's incurring some expense, then the expenses incurred by the Association for such maintenance, repair or replacement or otherwise caused by the misconduct will be a personal obligation of such Owner. If the Owner fails to repay the expenses incurred by the Association within thirty (30) days after notice to the Owner of the amount owed, then the failure to so repay will be a default by the Owner under the provisions of this Section, and such expense will automatically become a Default Assessment enforceable in accordance with this Declaration.

8.9. EFFECT OF NONPAYMENT; ASSESSMENT LIEN. Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment which is not paid when due shall be delinquent. If an Assessment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

8.9.1. If the delinquency continues for a period of fifteen (15) days, assess a late charge for each delinquency in such amount as the Association deems appropriate;

8.9.2. If the delinquency continues for a period of thirty (30) days, assess an interest charge, in arrears, from the due date at the rate of 18% per year;

8.9.3. Accelerate all remaining Assessment installments so that unpaid assessments for the remainder of the fiscal year shall be due and payable at once;

8.9.4. Bring an action at law against any Owner personally obligated to pay the delinquent Assessments;

8.9.5. Proceed with foreclosure as set forth in more detail below;

8.9.6. Suspend the voting rights of the Owner during any period of delinquency;

8.9.7. Suspend any of the Owner's other membership privileges during any period of delinquency and for up to sixty (60) days thereafter; and/or

8.9.8. Take any other action authorized by law or the Association Documents.

8.10. LIEN. Assessments chargeable to any Lot shall constitute a lien on such Lot. Such lien will be subject to the priority provisions of C.R.S. § 38-33.3-316. The Association may institute foreclosure proceedings against the defaulting Owner's Lot in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of claim and lien, and all reasonable attorneys' fees incurred in connection with the enforcement of the lien. The Owner shall be required to pay the Association the Assessment installments for the Lot during the period of any foreclosure. The Association shall have the power to bid on a Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Association's lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any homestead exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

8.11. PAYMENT BY HOLDER OF SECURITY INTEREST. Any holder of a security interest on a Lot may pay any unpaid amount payable with respect to such Lot, together with any and all costs and expenses incurred with respect to the lien and upon such payment that holder of a security interest shall have a lien on the Lot for the amounts paid with the same priority as the lien of the security interest.

8.12. STATEMENT OF STATUS OF ASSESSMENT PAYMENT. Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, holder of a security interest or its designee shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Lot. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Lot for unpaid Assessments which were due as of the date of the request.

8.13. CAPITALIZATION OF THE ASSOCIATION. The Association may require the first Owner of any Lot (other than Declarant) who purchases that Lot from Declarant to make a nonrefundable contribution to the Association in the amount equal to one-sixth (1/6) of the total annual assessment at the time of sale (regardless of whether or not assessments have commenced as provided herein). Said contribution shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Lot as aforesaid, and may be used for the benefit of the Association as the Executive Board deems appropriate, including, without limitation, to meet unforeseen expenditures or to purchase additional equipment, property or services. Such contribution of working capital shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of a Lot, an Owner shall be entitled to a credit from the transferee (but not from the Association) for the

aforesaid contribution to working capital. The Association may, from time to time, increase the amount of the working capital contribution to an amount equal to one-sixth (1/6) of the then current total annual assessment.

ARTICLE 9
INSURANCE

9.1. GENERAL INSURANCE PROVISIONS. To the extent reasonably available, the Association shall acquire and pay for, as a common expense, at least the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

9.1.1. PROPERTY INSURANCE FOR COMMON ELEMENTS. Property insurance on the common elements for broad form covered causes of loss, in an amount not less than the full insurable replacement cost of the insured property, less applicable deductibles, at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. Maximum deductible amounts for such policies shall be determined by the Executive Board.

9.1.2. COMPREHENSIVE LIABILITY. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the common elements, in an amount no less than $2,000,000 for bodily injury, including death, and property damage arising out of a single occurrence, insuring the Executive Board, the Association, managers, agents and employees, and the Lot Owners. The Declarant shall be included as an additional insured in its capacity as a unit owner and board member. The unit owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the common elements. The insurance shall cover claims of one or more insured parties against other insured parties.

9.1.3. FIDELITY INSURANCE. Fidelity insurance or fidelity bonds must be maintained by the Association to protect against dishonest acts on the parts of its officers, directors, trustees, and employees and on the part of all others, including any manager hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association in an amount determined by the Executive Board.

9.1.4. DIRECTORS AND OFFICERS LIABILITY INSURANCE. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of the Executive Board against any liability asserted against a member of the Executive Board or incurred by him in his capacity of or arising out of his status as a member of the Executive Board.

9.2. The Executive Board shall not enter into independent contractor contracts of any kind unless the contracting party provides evidence (such as Certificate of Insurance) to the Executive Board that such party has current and satisfactory insurance, including worker's compensation insurance, commercial general liability insurance and automobile insurance on all of which the Association is named as an additional insured.

9.3. PROOF OF INSURANCE. The Association shall furnish proof of insurance coverage to any Owner upon request.

9.4. OWNER'S INSURANCE. The insurance provisions contained in this Article do not obviate the need for each Owner to obtain and carry, at its own expense, such insurance as such Owner deems necessary with respect to such Owner's Unit.

ARTICLE 10
EASEMENTS

10.1. In addition to any other easements shown on the Plat or described elsewhere in this Declaration, the Property is subject to the following easements:

10.2. DECLARANT'S RIGHTS INCIDENT TO CONSTRUCTION. Declarant, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, under, and across the Lots and Common Elements, together with the right to store materials on the Lots and Common Elements, to make such use of the Lots and Common Elements as may be reasonably necessary or incident to any construction of the roads, utilities, projects, or Improvements on the Property, or to perform warranty work and repairs and construction work on the Lots and Common Elements. Such rights may be exercised by Declarant from time to time, and at different times until completion of the Project, and no failure to exercise such rights at any time or for a period of time shall constitute a waiver of the rights contained herein.

10.3. BLANKET EASEMENTS. There is hereby created a blanket easement across, over, and under the Property for the benefit of the Common Elements and the Lots and the structures and improvements situated on the Property for ingress and egress, landscape irrigation systems, parking, installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable television and electricity, and such other purposes as deemed appropriate by the Executive Board, except that such easements may not be utilized by the utility providers until after receiving written approval from the Executive Board. Said blanket easement includes future utility services not presently available to the Lots which may reasonably be required in the future. By virtue of this easement, after receiving approval of the Executive Board, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Lots and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the Lots, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the Association as provided above. Upon exercise of the rights contained in this Section, the utility providers, at their sole cost and expense, shall repair (or replace if necessary) the Property and all improvements thereon to their condition as they existed prior to the utility providers performing any work.

10.4. RESERVATION OF EASEMENTS, EXCEPTIONS AND EXCLUSIONS. The Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Lots and Common Elements for the best interest of the Owners and the Association.

10.5. Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Lot over and across the Vista Business Center roads, which right shall be subject to limited and reasonable restrictions on the use of Common Elements set forth in writing by the Association.

10.6. EMERGENCY ACCESS. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons and to Gunnison County's Building Inspector and Environmental Health Official to enter upon the Property, including all Lots and all Common Elements, in the proper performance of their duties.

10.7. All Owners shall permit a right of entry to the Association, whether the Owner is present or not, for access through each Lot, from time to time, as may be necessary for the routine maintenance, repair, or replacement for any of the utilities or Common Elements located adjacent thereto or accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Elements or another Lot.

10.8. The following easements, which are depicted on the Plat:

10.8.1. A 10 foot wide snow storage easement on the eastern boundary of Lot 12 for the benefit of the owner of Vader Lane.

10.8.2. A 25 foot wide irrigation ditch easement on the eastern edge of Lot 12, to allow for the relocation of the existing Griffing No. 2 Ditch that crosses through Lot 12. The Declarant shall have the option of piping the ditch.

10.8.3. A 25 foot wide irrigation ditch easement for the benefit of the owners of the Biebel Ditch, across the southern edge of Lots 4 and 5.

10.8.4. Along the lot line between Lots 6 and 7, and along the southern lots lines of Lots 5-7 adjacent to the southern Common Area, a 30 foot wide easement for pedestrian access to the southern Common Area, for the benefit of the Owners, and a 30 foot wide drainage and utility easement, for the benefit of the Declarant and Association.

10.8.5. Along the lot line between Lots 6 and 7, a 30 foot wide drainage easement for the benefit of the Declarant and Association.

10.8.6. Along the eastern line of Lot 2, a 30 foot wide drainage easement for the benefit of the Declarant and the Association.

10.8.7. A 20 foot wide pedestrian access easement along the southern edge of Lot 3 for the benefit of the Lot Owners.

10.8.8. The following landscaping easements, for the benefit of the Declarant and the Association, for the purpose of maintaining landscaping required as part of the land use change approval for the Project:

10.8.8.1. Along the northern boundary of Lot 3 and in the northeast corner of Lot 1, as depicted on the plat.

10.8.8.2. Along the eastern edge of Lot 12, as depicted on the plat.

ARTICLE 11
RESTRICTIONS ON ALIENATION

11.1. A Lot may not be conveyed pursuant to any time-sharing or similar arrangement, including time-sharing arrangements described in C.R.S. § 38-33-110 to 113.

ARTICLE 12
SPECIAL DECLARANT RIGHTS

12.1. In addition to the Development Rights and Special Declarant Rights reserved elsewhere in this Declaration, the Declarant specifically reserves the right to exercise in any order all of the following Development Rights and Special Declarant Rights:

12.1.1. The right to subject the Expansion Property, as described on Exhibit B and as shown on the Plat, to the provisions of this Declaration. The Expansion Property shall consist of one additional Lot, and shall become Lot 13. The consent of any existing Owners or lienholders shall not be required for such expansion. Such expansion may be accomplished by the Declarant filing a Supplemental Declaration and a new certification of the Plat, in accordance with the Act, in the office of the Clerk and Recorder of Gunnison County, Colorado. Such expansion shall automatically (a) vest in each existing Owner the reallocated Allocated Interests appurtenant to his Lot, and (b) vest in each existing holder of a Security Interest a perfected Security Interest in the reallocated Allocated Interests to the encumbered Lot. All conveyances of Lots following the exercise of a development right shall be effective to transfer rights in all Common Elements appurtenant to such Lot, whether or not reference is made to any Supplemental Declaration. Reference to this Declaration in any instrument shall be deemed to include the Supplemental Declaration without specific reference thereto. This right shall terminate 20 years after the termination of the lifetime lease granted to W.K. Edwards by the instrument recorded in the real property records of Gunnison County on April 1, 2011, at Reception No. 604480.

12.1.2. The right to create additional common elements, or limited common elements within the Vista Business Center.

12.1.3. The right to complete or make any improvements as set forth on the Plat, or as required by Gunnison County, Colorado.

12.1.4. The right to maintain signs to advertise the Vista Business Center, a business and sales office, construction facilities, construction equipment and other facilities as may be reasonably necessary, appropriate or customary during the construction and development of all Lots within Vista Business Center. Such office, facilities and equipment may be located on a Lot owned by Declarant or on Common Areas. Such office, facilities and equipment shall be the property of Declarant, not Common Elements. If Declarant ceases to be an Owner, Declarant's rights under this paragraph, shall terminate. Upon termination of Declarant's rights under this paragraph, all offices, facilities, equipment, and signs shall be removed from the Vista Business Center within 60 days of such termination.

12.1.5. The right to establish, vacate, relocate, and use easements through the common elements for the purpose of making improvements within the Property or Expansion Property.

12.1.6. The right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across any portion of the Property for the purpose of furnishing utility, drainage, and other services to any Lots and Common Elements; and the right to withdraw and grant easements and licenses to public and quasi-public utility companies or districts.

12.2. Where any Development Right or Special Declarant Right set forth in this Declaration includes an express time limit within which such right must be exercised, such time limit shall control. Where no express time limit is included, such right shall exist for the maximum time limit allowed by law, or for twenty (20) years following the recording of this Declaration, whichever occurs first.

12.3. Upon exercising any Development Right or Special Declarant Right, the Declarant shall record an amendment to this Declaration or the Plat as necessary to reflect any change as a result of such exercise, as required by the Act.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1. SEPARATE TAX ASSESSMENT. Declarant shall advise the Assessor of Gunnison County, Colorado, of the platting of the Lots so that each Lot shall be deemed a separate parcel of real property and subject to separate assessment and taxation.

13.2. COMPLIANCE WITH PLAT AND DECLARATION.

13.2.1. Each Owner and Owner's Agent shall comply strictly with the provisions of the Plat, this Declaration, the Article of Incorporation, Bylaws, rules, regulations and resolutions of the Association, all Association Documents and any management agreement entered into by the Association as the same may from time to time be in force and effect. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, by an aggrieved Owner and/or by Gunnison County. The Association shall be obligated to reimburse all enforcement costs, including reasonable attorney's fees, incurred by Gunnison County to enforce the association Documents.

13.2.2. Notwithstanding the provisions of Section ~~13.2.1~~13.2.1. ~~13.2.1~~, no Owner or Owner's initiate any litigation or other action to enforce or interpret this Declaration or any Association Documents without first in good faith submitting the matter to mediation. The disputants will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one disputant to the other(s), the mediation, unless otherwise agreed, shall terminate.

Nothing herein shall be deemed to require the Association to submit any matter to mediation prior to initiating litigation or other enforcement action.

13.3. SEVERABILITY. If any provision of this Declaration or any paragraph, sentence, clause, phrase, word or section, or the application thereof in any circumstance shall be invalidated by any court, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, word or section in any other circumstances shall not be affected thereby.

13.4. AMENDMENT; TERMINATION.

13.4.1. Except as otherwise provided herein, this Declaration and the Plat shall be amended only by vote or agreement of Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and approval by holders of Security Interests shall not be required.

13.4.2. No amendment which alters the Allocated Interest of a Unit shall be effective except upon written approval of the Owners of record of all Lots.

13.4.3. No part of this Declaration shall be interpreted to limit the Declarant's right to amend the Declaration in accordance with C.R.S. § 38-33.3-217(1)(a)(III)(B) (2014), or the Association's right to amend the Declaration in accordance with C.R.S. § 38-33.3-217(1)(a)(III)(C) (2014), without the consent of the Lot Owners or holders of Security Interests.

13.4.4. Provisions in this Declaration pertaining to Development Rights and Special Declarant Rights may not be amended without the consent of the Declarant.

13.4.5. Notwithstanding any other provision in this Declaration to the contrary, Declarant reserves the right to amend the Plat until one year following completion of all Vista Business Center road and utility construction. Such Plat amendment(s) may include but shall not be limited to relocation of roads, trails and easements, Lot boundaries, Building Envelopes and driveways. No Owner shall have any right to review and/or approve any such Plat amendment, except that no modification by Declarant of any Building Envelope or Lot boundary shall be effective without the written approval of the Owner of the Lot(s) whose boundary is affected or on which such Building Envelope is located.

13.4.6. Except in the case of a taking of all the units by eminent domain, the Vista Business Center common interest community shall be terminated only by agreement of the Owners holding at least sixty-seven percent (67%) of the votes in the Association are allocated, and agreement of at least fifty percent (50%) of the non-Declarant Owners. Any such termination shall be accomplished in accordance with C.R.S. § 38-33.3-218.

13.4.7. No amendment to this Declaration or the Plat, nor any termination of this common interest community, shall be made effective until approved by the Board of County Commissioners and placed of record in the office of the Clerk and Recorder of the County of Gunnison, Colorado.

13.5. ATTORNEYS' FEES. If any action is brought in a court of law to enforce, interpret or construe this Declaration or any Association Document, the prevailing party shall be awarded all reasonable attorneys' fees and costs incurred in the prosecution or defense of such action, including expert witness fees and expenses.

13.6. CONSTRUCTION. In interpreting words herein, 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.

13.7. HEADINGS. The heading on any Section or Article are included only for purposes of convenient reference and shall not affect the meaning or interpretation of this Declaration of Protective Covenants.

13.8. WRITTEN NOTICE. All notices required under this Declaration shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery or five days after mailing by

certified or registered mail, return receipt requested, to the address of such Owner on file in the records of the Association at the time of such mailing.

13.9. LIMITATION OF LIABILITY. Neither the Association nor any officer or director shall be liable to any party for any action or for failure to take any action with respect to any matter arising by, through or under this Declaration if the action or failure to act was made in good faith. The Association shall indemnify, defend and hold harmless all officers and directors with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association.

13.10. APPLICABLE LAW. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of the Association Documents shall be the County Court or District Court of Gunnison County, Colorado, unless otherwise chosen by the Association.

13.11. BINDING AGREEMENT. This Declaration shall run with the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns, and shall inure to the benefit of each Owner thereof. The rights and obligations of the Declarant shall bind and inure to the benefit of the Declarant and Declarant's successors and assigns.

13.12. TERM. The covenants and restrictions in this Declaration and on the Plat shall run with and bind the Property in perpetuity, subject to the termination provisions in the Act and this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration this _____day of _____, _____.

Link, LLC

By:_____
Hal Hearne, President

STATE OF COLORADO)
)
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ___ day of_____, _____, by Hal Hearne, President of Link, LLC.

Witness my hand and official seal. My commission expires:

_____
Notary Public

Exhibit A: The Property

A tract of land within the NW1/4SW1/4 and SW1/4NW1/4 of Section 3, Township 49 North, Range 1 East, New Mexico Principal Meridian, Gunnison County, Colorado, said tract being more particularly described as follows: Commencing at the West quarter corner of said Section 3 (as marked by a USGLO brass cap monument); thence North 49°18'42" East 409.44 feet to an easterly corner of Signal Peak Filing No. 1 (a subdivision within Gunnison County), said corner being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract;

1. North 36°01'41" East 301.34 feet along the easterly boundary of Signal Peak Filing No. 1;

2. North 51°00'26" East 270.95 feet along the easterly boundary of said Filing No. 1 to a point on the southerly boundary of State of Colorado property as described in Book 342 at Page 231 of the records of Gunnison County,

3. South 37°48'17" East 445.60 feet along the said southerly boundary;

4. Along the arc of a curve to the LEFT a distance of 1568.30 feet said curve having a radius of 1960.00 feet and a long chord of South 63°15'30" East 1526.80 feet along the said southerly boundary;

5. South 89°10'30" East 133.97 feet along the said southerly boundary;

6. South 01°09'20" East 316.60 feet along westerly boundary of access easement to Farm Credit Bank of Wichita, as described as Parcel No. 2 in Book 658 at Page 549 of said records;

7. North 89°43'40" West 1261.28 feet along northerly boundary of Valco Inc. property as described in Book 552 at Page 987 of said records;

8. North 64°25'43" West 409.62 feet along northerly boundary of Farm Credit Bank of Wichita property, as described in Book 658 at Page 549 of said records;

9. North 37°39'11" West 455.83 feet along northerly boundary of said property;

10. North 15°57'17" West 210.20 feet along easterly boundary of said Filing No. 1;

11. North 45°02'10" West 279.57 feet along easterly boundary of said Filing No. 1, to the POINT OF BEGINNING of the herein described tract.

This tract contains 28.07 acres more or less.

Excepting therefrom, the Expansion Property described in Exhibit B, below.

The Property includes the following appurtenant easements:

The Eastern Access Easement and the Western Access Easement, both conveyed in that certain Easement Agreement dated February 16, 2012 and recorded in the real property records of Gunnison County on February 28, 2013, at Reception No. 618770.

Exhibit B: The Expansion Property

The Outlot, as shown on the plat of Vista Business Center, recorded in the real property records of Gunnison County on the ____ day of _____, _____, at Reception No. _____.