

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
INTERCHANGE BUSINESS PARK
FORT COLLINS, CO LORADO

THIS DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS for Interchange Business Park is made as of the date hereinafter set forth by Interchange Business Park, a Colorado Limited Liability Company ("Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of a parcel of land situate in the Northwest quarter of Section 15, Township 7 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, being more particularly described as follows:

Considering the North line of said Northwest quarter as bearing North 89°15'00" West, and with all bearings contained herein relative thereto;

Commencing at the Northwest corner of said Section 15; thence along the West line of said Northwest quarter, South 00°19'37" West 1083.79 feet; thence South 89°40'58" East 60.20 feet to the TRUE POINT OF BEGINNING of this description; thence South 89°40'58" East 8.69 feet; thence South 00°19'02" West 584.31 feet; thence South 89°40'58" East 1157.14 feet; thence North 32°15'02" East 688.50 feet; thence South 89°40'58" East 362.73 feet; thence 451.81 feet along the arc of a non-tangent curve concave to the Northwest, having a radius of 585.00 feet, a central angle of 44°15'03", and the long chord which bears North 48°01'16" East 440.66 feet to a point of compound curvature; thence 437.66 feet along the arc of a compound curve concave to the West, having a radius of 785.00 feet, a central angle of 31°56'39", and the long chord which bears North 09°55'25" East 432.02 feet; thence North 06°02'55" West 215.77 feet to a point on the South right-of-way of Colorado State Highway 14; thence along said South right-of-way the following two (2) courses and distances; (1) North 89°09'36" West (previously described as North 89°10'30" West) 600.00 feet; (2) North 89°08'58" West (previously described as North 89°16'54" West) 500.00 feet to a point on the right-of-way dedication as described at Reception No. 85062073, records of said County; thence along said right-of-way the following two (2) courses and distances; (1) South 53°59'02" West 125.00 feet; (2) thence South 82°19'02" West (previously described as (South 82°13'00" West) 214.80 feet to the North most corner of the certain parcel of land as described at Reception No. 93099979, records of said County; thence along said parcel as described at Reception No. 93099979, South 35°28'58" East (previously described as South 35°35'00" East 274.67 feet; thence 113.57 feet along the arc of a non-tangent curve concave to the Northwest, having a radius of 260.00 feet, a central angle of 25°01'36", and the long chord which bears South 30°44'57" West, 112.67 feet to a point on the Southeast most line of said parcel as described at Reception No. 9309979; thence along said parcel the following two (2) courses and distances; (1) South 54°30'13" West (previously

described as South 54°31'02" West 333.70 feet; (2) North 35°28'58" West (previously described as North 35°35'00" West) 442.95 feet to a point on the right-of-way as described at Reception No. 85062073; thence along said right-of-way the following two (2) courses and distances; (1) South 42°33'02" West (previously described as South 42°33'02" West) 444.41 feet; (2) South 20°03'02" East (previously described as South 20°03'02" West) 380.45 feet to the true point of beginning. The above described parcel contains 54.87 acres more or less.

And desires to submit and subject the Property, including the improvements constructed and to be constructed thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of this Declaration;

WHEREAS, Declarant desires to develop the Property as a business park and to impose upon the Property beneficial covenants, conditions and restrictions for the benefit of the Property, the improvements thereon, and the owners thereof, and

WHEREAS, the provisions contained within this Declaration are intended to benefit the owners and their successors in interest who hold an ownership interest in all or any portion of the Property;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, used and improved subject to the following limitations, restrictions, covenants, conditions, easements and equitable servitudes, all of which shall run with the Property, shall be binding upon all parties having or acquiring any right, title or interest therein, shall inure to the benefit of and bind each owner thereof and their respective successors in interest, and shall be enforceable as hereinafter provided.

1. Definitions. Unless expressly set forth otherwise herein, the following terms shall be defined for purposes of this Declaration as follows:

- A. "Architectural Committee" shall mean the architectural committee to be formed pursuant to paragraph 3 of this Declaration.
- B. "Assessment" shall mean any assessment or charge against a Lot or the Owner(s) thereof authorized by this Declaration. "Owners' Assessment" shall mean an Assessment pursuant to paragraph 7-D by the Owners' Association. "Expense Assessment" shall mean any Assessment deriving from the enforcement of this Declaration.
- C. "Common Areas" shall mean any parcel of land designated as a landscape buffer or Common Area on a recorded map, plat, plan, or Supplemental Declaration relating to a portion of the Entire Property.
- D. "Common Facilities" shall mean all of the following facilities which are not maintained by a governmental body or quasi-governmental body (including water, sewer, and fire districts), and which, unless otherwise stated to the

contrary, are located within easements, rights-of-way, landscape buffers, or common areas within the Entire Property:

- 1) All drainage easements and their drainage systems, facilities, and improvements, except those portions of any drainage system, which consists of improvements for any Lot for the purpose of on-site retention or control of waters originating on the Lot and delivery of such water to the common drainage system.
 - 2) Landscaping and the irrigation system and associated pumps and hardware used for maintenance of the landscaping.
 - 3) Streets and appurtenant signs, curbs, gutters, lights, benches, trash containers, bike racks and other amenities installed or maintained in connection with the street.
 - 4) Any other facilities specifically designated as being Common Facilities in any Supplemental Declaration or plat (as hereinafter defined), relating to all or any portion of the Entire Property.
- E. "Complex Ownership: means a property owner, as defined below, consisting of one or more persons holding title as joint tenants or tenants in common.
- F. "Declarant" shall mean Interchange Business Park LLC, a Colorado Limited Liability Corporation, its successors and assigns.
- G. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Interchange Business Park, as and if amended.
- H. "Easement Agreement" shall mean that Easement Agreement between the County of Larimer, Colorado; and Declarant.
- I. "Entire Property shall mean the land first above described as the Property and any additional lands hereafter made subject to this Declaration by supplemental declaration pursuant to the provisions of paragraph 9 of this Declaration.
- J. "Improvement" shall mean any building, fixture, paving or other improvement, and additions, alterations or replacements thereof, now or hereafter constructed on the Property.
- K. "Landscaping" shall mean any trees, bushes, ground cover, rock or similar materials now or hereafter placed on the Property.
- L. "Multiple Ownership" means ownership by a property owner, as defined below, of more than one parcel.

- M. "Lot" shall mean the numerically designated lots shown on the Plat for the Property, and any other plats of the Entire Property.
 - N. "Owner" shall mean the titleholder as shown by the records of the Larimer County Clerk and Recorder, whether one or more persons, of fee simple title in any parcel of land in the Property. No beneficiary of a trust, a mortgagee, a beneficiary of a deed of trust, purchaser pursuant to land sales contract, or other person claiming an equitable, security, or lien interest, shall be deemed a property owner by virtue of such status or interest alone.
 - O. "Owners' Association" shall mean and refer to Interchange Business Park Owners Association, Inc., a Colorado non-profit corporation, its successors and assigns. "Owners' Membership Interest" shall mean the percentage membership of an Owner(s) of a Lot in the Owners' Association, as set forth on Exhibit "A", attached hereto and by this reference incorporated herein, as and if amended in connection with the addition of other lands to the Entire Property.
 - P. "Person" means any individual, trustee, partnership, joint venture, association, corporation, or governmental entity, empowered by law to own real property.
 - Q. Unless the context otherwise indicates a different meaning, "Plat" shall mean the final plat for Phase One of Interchange Business Park, to be recorded at the Office of the Larimer County Clerk, Colorado, and any other recorded final, map, plat, or plan for additional lands which are a part of the Entire Property.
 - R. "Violation" shall mean any violation or attempted violation of, failure to comply with, or other breach or attempted breach, of any provision of this Declaration or any instrument executed in conjunction with or under authority of this Declaration, including but not limited to articles of incorporation, bylaws and rules and regulations of the Owners' Association, and the Easement Agreement, whether by any Owner of all or any portion of the Property, or lessees, guests, invitees or other occupants of the Property or any other party subject to this Declaration, their respective successors and assigns.
2. **Use of Property.** Except as otherwise set forth herein, the use and improvement of the Property shall be in accordance with applicable governmental law, and the provisions of paragraph 6 of this Declaration.
3. **Architectural Control.**
- A. No Improvement or Landscaping shall be commenced or erected on any Lot, nor shall any Lot in any way be subdivided, until plans showing plot plan and proposed Improvements, Landscaping and/or subdividing, as the case may be, including, but not limited to, paved areas, landscaping details, building and storage areas, screening, parking and loading areas, design

and type of construction, elevation, roof design, exterior color scheme, design and location of signs, fence and barrier design, lot dimension and size and/or all other pertinent engineering and/or exterior features are approved by the Architectural Committee (the "Plans"). Prior to commencing such construction, improvement or subdividing of any Lot, Plans providing the foregoing information shall be submitted to the Architectural Committee for approval. In the event the disapproval of those Plans within thirty (30) days after submittal of such Plans and written request to the Architectural Committee to indicate its approval or disapproval thereof, the Architectural Committee shall be deemed to have approved such Plans; provided that said thirty (30) day period shall be extended by any time which may be necessary to accomplish a transfer of responsibility pursuant to paragraph 3B below. After Architectural Committee approval of Plans, the construction, improvement or subdividing contemplated thereby may be commenced and, once commenced shall be expeditiously prosecuted to completion; provided, however, that such construction, improvement or subdividing shall be in strict conformity with the approved Plans, the provisions of this Declaration and applicable law.

B. The members of the Architectural Committee shall be designated by Declarant until the first to occur of the following:

1. Thirty (30) days following the time that seventy-five percent (75%) of the Lots within the Entire Property have been sold by Declarant; or
2. Declarant transfers responsibility for the Architectural Committee to the Owners, as evidenced by at least fifteen (15) days prior written notice to all then Owners of Lots. Such transfer shall be effective upon election of the members by Owners as provided below, or thirty (30) days from the date of such written notice, whichever event first occurs.

Upon the first to occur of the foregoing, the Architectural Committee shall then consist of three (3) of the Owners, or their designees, to be elected by Owners then holding a majority of the Owners' Membership Interest in the Owners' Association. In the event that Owners have failed to elect all members to the Architectural Committee on or before the date upon which transfer of responsibility from the Declarant becomes effective, Declarant may, but need not, appoint members to fill such vacancies until such time as Owners have so elected all members.

C. Except for the Architectural Committee designated by Declarant pursuant to paragraph 3B above, the Architectural Committee shall be subject to the following:

1. Members of the Architectural Committee shall be selected at each annual meeting of the Owners' Association, and at special meeting of the Owners' Association called for that purpose, and shall serve until they resign, are no longer able to serve, or until the next election of members to the Architectural Committee.
 2. A member of the Architectural Committee need not be, but may be, a member of the Board of Directors of or an officer of the Owners' Association. No member of the Architectural Committee shall be required to be an architect or to meet any other particular qualification for membership on the Architectural Committee.
 3. The Architectural Committee shall be authorized to establish such rules, regulations and procedures, consistent with the provisions of this Declaration, as it deems necessary to carry out its duties and responsibilities under this Declaration.
 4. Except as otherwise set forth in this Declaration, the procedural provisions, including, but not limited to, the calling of meetings, quorum, record-keeping, voting, action without meeting, waiver of notice or meetings, vacancies and compensation, governing the Board of Directors of the Owners' Association, as set forth in the Articles of Incorporation and Bylaws of the Owners' Association, shall also apply to and govern the Architectural Committee.
- D. The approval by the Architectural Committee of any matter requiring its approval pursuant to the provisions of this Declaration shall not be deemed to constitute a waiver of any requirements or restriction imposed by this Declaration, or of any right of the Architectural Committee to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for its approval.
- E. Neither the Architectural Committee nor any member thereof shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of: 1) the approval or disapproval of any plans, drawings, specifications or similar matters by the Architectural Committee, whether or not defective; or 2) the construction or performance of any work, whether or not pursuant to plans, drawings, specifications or similar matters approved by the Architectural Committee; provided, however, that with respect to the liability of a member of the Architectural Committee, such member has acted in good faith on the basis of such information as may be possessed by him.
4. **Limitations on Improvements.** Any and all Improvements and Landscaping now or hereafter constructed or placed on the Lots, or any portion thereof, including any

additions, alterations, or replacements thereto, shall be constructed, repaired and maintained in accordance with the following:

- A. **Height Restrictions.** No improvements shall exceed thirty (30) feet in height at a twenty (20) foot front building setback line, except an Improvement may exceed such height provided such Improvement does not at any point project above a line sloping upward at a forty-five degree (45') angle at the required height and setback line.

No building or appurtenance, including but not limited to, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building, fire or parapet walls, skylights, cooling or other towers, wireless, radio or television masts or flagpoles shall exceed a height of fifty (50) feet above the finished building grade without the prior written approval of the Architectural Committee.

- B. **Signs.** All signs or similar items shall be in conformity with applicable law and regulations. The placing of a sign or similar item on a Lot shall be deemed to constitute an Improvement for purposes of this Declaration, and shall be subject to the prior approval of the Architectural Committee, and all signs shall conform with the sign standards attached hereto as Exhibit "B" and such amendments thereto as may hereafter be adopted from time to time by the Architectural Committee.
- C. **Storage.** All outside storage areas will be screened on all sides with a screen approved by the Architectural Committee, and nothing shall be stored therein which will project above the top of the screen. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed or utilized without prior written consent of the Architectural Committee.
- D. **Loading Areas.** Any dock and/or loading facilities on a Lot shall be designed and placed on the side or rear of the Lot and major Improvements thereon (in screening in accordance with paragraph 4C of this Declaration) unless otherwise approved by the Architectural Committee.
- E. **Exterior Installations.** All air conditioning, heating units, or other equipment mounted on the roof or side of any Improvement shall be screened in a manner approved by the Architectural Committee.
- F. **Site Lighting.** All flood, spot, or other lights placed on each Lot shall be placed such that the direct, indirect or reflected light therefrom shall not unreasonably disturb the Owners or occupants of adjacent property or Lots. Such lighting shall be consistent with the standards attached hereto as Exhibit "C", and such amendments thereto as may hereafter be adopted

from time to time by the Architectural Committee, in order to preserve a unified motif within the Entire Property.

- G. **Improvement Maintenance.** The exterior of all Improvements requiring paint (based on the nature of the surface material utilized and excluding decorative materials such as brick, stone, or similar prefinished or prefabricated materials not customarily painted) shall be painted and maintained to provide a neat appearance at all times. Any change in exterior coloring scheme shall require prior approval of the Architectural Committee. Each owner shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such owner shall remove at his own expense any rubbish or trash of any character which may accumulate on his property. Rubbish, trash, garbage and other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.
- H. **Paving.** All parking and similar areas on Lots, including but not limited to driveways and aprons, shall be paved with a hard surface material.
- I. **Off-street parking.** No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described herein below. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Each Owner and tenant shall provide adequate off-street parking for customers and visitors. The location, number and size of parking spaces shall be subject to approval by the Architectural Committee. The minimum requirements for off-street parking shall be that required by the then-existing codes or regulations of the governing body in which the Lot is located; or the total of the following (whichever requires the greatest parking area):
1. One parking space for each 250 square feet of gross floor area used for offices.
 2. One parking space for each 1,000 square feet of gross floor area used for warehouse or storage purposes.
 3. One parking space for each 600 square feet of gross floor area used for light industrial purposes.

All off-street parking and access drives and loading areas shall be paved and properly graded to assure property drainage. The Architectural Committee shall have the right, as a condition to approval of a Plan for Improvements, to require an increase in the amount of parking on a Lot

should the existing and/or intended use of that Lot warrant such increased parking.

- J. **Storm Drainage.** Interchange Business Park has accounted for storm drainage as a whole. No on site storm run off detention on each lot is required.

Developer and all subsequent owners shall be prohibited from constructing or storing anything in any drainage easement or in any way disrupting or changing the drainage pattern as designed and installed on the Property per the County approved storm water drainage plan.

- K. **Architectural Guidelines.** No one specific style of architecture is required, however, structures shall to the extent practicable and have a low profile design.

The number of materials used for the exterior of all Buildings within the Property shall be kept to a minimum to achieve unity and simplicity. It is recommended that no more than two (2) basic building materials, in addition to glass, be used on exterior walls with one of these materials clearly having the dominant role. Masonry is the preferred basic building material, however, untextured concrete masonry units are unacceptable unless the units are finished with a stucco coating, which conceals all of the joints. Textured, stuccoed and colored concrete masonry units shall require prior approval of the Architectural Committee.

Predominant exterior colors shall be neutral or earth tone colors. Colors other than these may be permitted for accenting, trim and similar purposes. All proposed color schemes for Buildings, including trim colors, should be indicated on the plans submitted to the Committee. No structure shall be painted, repainted with another color, or surface with any material unless previously approved in writing by the Committee.

Metal buildings are prohibited, unless the exterior is clad in masonry, wood, stucco, or other building material acceptable to the Architectural Committee, or the Committee determines that the metal exterior proposed is of such high aesthetic and structural quality as to meet the intent of this Declaration to maintain a first-rate and harmonious development enhancing and protecting the value of the lands and improvements located in the Property. Application of high quality metal roofing systems shall be permitted if acceptable to the Architectural Committee. Concrete buildings must be finished to a level acceptable to the Architectural Committee. Acceptable finishes include paint, exposed aggregate, or other textured surface treatment.

Screens or parapets shall be used to organize and aesthetically shield rooftop as well as ground level mechanical equipment and appurtenances from public view.

Screening of any areas required to be screened pursuant to this Declaration on any Plat shall be approved by the Architectural Committee and shall be in accordance with Exhibit "E" attached hereto and incorporated herein by this reference, and such amendments thereto as may hereafter be adopted from time to time by the Architectural Committee.

- L. **Landscaping.** All lots shall be landscaped in accordance with a plan to be submitted by the lot owner and approved in writing by the Architectural Committee. There shall be no development of any lot prior to obtaining the approval of the Architectural Committee for the landscape plan. Such landscape plan shall include information regarding screening and fencing of areas, type of sodding, type of seeding, types of trees, hedges and shrubs, and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. Use of plant materials selected from the approved plant list attached hereto as Exhibit "D" and incorporated herein by this reference, and such amendments thereto as may hereafter be adopted from time to time by the Architectural Committee is encouraged and preferred. Any other information required by the Architectural Committee pertaining to landscaping shall also be submitted and require approval of the Architectural Committee. All landscaping plans shall include an irrigation system in accordance with Exhibit "D". It shall be the responsibility of the owner of a lot to landscape and maintain the area between the lot lines and the curbs of any public roadways adjacent to the lot. The Committee reserves the right to require special treatment of slopes, detention, basins, swales, or any other areas where erosion or drainage may present a problem.

All landscaping shall be undertaken and completed in accordance with such approved plan, and such plan may not be altered, amended or revised without written approval of the Architectural Committee. All landscaping required hereunder or otherwise to be provided on any lot shall be completed within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the lot; provided, however, if weather conditions or special requirements of grass species do not permit completion within the aforesaid time, then such landscaping shall be completed as soon thereafter as weather conditions or soil temperature will permit.

All landscaping shall be maintained in neat, clean and healthy condition with adequate watering, trimming, and removal of litter, fertilizing and replacement of plants so that the grounds of any lot compliment and enhance the overall appearance of the Park.

5. Lot Subdivision. Subdividing shall be in accordance with the following:

- A. Minimum Lot size shall be twenty thousand (20,000) square feet.
- B. Separate lots or parcels resulting from the subdivision or other splitting of a Lot shall each be at least twenty thousand (20,000) square feet in area and shall front on an existing street or on a street established or dedicated at the time such Lot is divided, unless the Architectural Committee shall in writing approve a modification of the foregoing.
- C. Any two (2) or more Lots may be combined into one (1) Lot provided the resulting Lot is not less than the minimum Lot size required pursuant to paragraph 5A and in all other respects satisfies the provisions and requirements of this Declaration.
- D. All subdividing or splitting of Lots, as set forth above, shall be subject to the prior approval of the Architectural Committee, and any governmental bodies having jurisdiction over such activity.

6. Use and Maintenance. All Lots and the Improvements and Landscaping thereon shall be used and maintained in accordance with the following:

- A. All Lots and the Improvements and Landscaping thereon shall be kept and maintained in a safe, clean and attractive condition and good state of repair in compliance with all governmental laws. All Lots, or portions thereof, upon which Improvements or Landscaping are not present, shall be treated or surfaced in order to be free of weeds and other growth.
- B. No Lot or portion thereof shall be used in such a way which is dangerous or unsafe, constitutes a nuisance, or is in any way noxious or offensive by reason of the emission of dust, odor, gas, smoke, fumes, or noise.
- C. The Owner and/or other occupant of each Lot will remove at its own expense any rubbish of any character whatsoever which accumulates on its Lot.
- D. During the course of any placing of Landscaping on or construction of Improvements on a Lot, including additions, alterations or repairs thereto, such placing or construction shall be conducted in a manner which does not interfere with the use and possession of other Lots within the Property, and all Landscaping and construction materials and equipment shall be stored and operated in a neat and orderly fashion. Upon conclusion of any such placing or construction, all excess landscaping and construction materials, equipment and excess debris shall be promptly removed from the construction site.

E. Owners and all other occupants of Lots shall require their employees, tenants or customers to park on the parking area on such Lot and not on streets within the Property.

7. **Owners' Association.** The Owners' Association shall have the right and responsibility of architectural control for the Property (through the establishment and activities of the Architectural Committee selected by the members), and of maintaining, repairing, replacing and otherwise providing for the continued use and operation of the Common Facilities and of otherwise administering the provisions of this Declaration (except to the extent such administration is retained by Declarant in accordance with this Declaration), to the extent permitted by and consistent with the provisions of this Declaration and applicable law. The Declarant, for each Lot which is owned by the Declarant on the date of recording of this Declaration, hereby covenants, and each subsequent owner of any Lot, by acceptance of a contract or deed therefore, whether or not it shall be so expressed in such contract or deed, is deemed to covenant, that each of said Lots shall be and hereby is made subject to the exclusive easement and right-of-way necessary for the use of such portion of each Lot as may be necessary for the construction, operation, use, maintenance, inspection, repair, and replacement of Common Facilities and any utilities. Such easement and right-of-way and ownership of all Common Facilities shall be and hereby is vested in Declarant until such time as its transfer to the Owners' Association shall have the power and right to grant any and all covenants and rights to user to any utility suppliers desiring to use such rights-of-way and easements for the installation and operation of utility lines. The Owners' Association shall be formed and operated in accordance with the following:

- A. Declarant will incorporate the Owners' Association at or prior to the time of the first sale of a Lot by Declarant. Owners of Lots shall, by virtue of their ownership thereof, automatically become Members of the Owners' Association upon their acquisition of a Lot and liable for the Owners' Assessment, and shall automatically cease to be Members of the Owners' Association when they cease to be an Owner of a Lot. Membership shall be appurtenant to and may not be separated from ownership of the Lot. In case of complex ownership of a lot, only one person shall cast any vote attributable to such lot. The Owners' Association shall have the authority to adopt bylaws and rules and regulations necessary to carry out its duties under this Declaration in a manner consistent with this Declaration.
- B. The cost of operating the Owners' Association shall be collected by the Owners' Association through collection of the Owners' Assessment against the Lots within the property.
- C. The Owners of each Lot shall bear the responsibility for, and shall from time to time be assessed (through the Owners' Assessment) by the Owners' Association, for a fractional portion of the cost of operating the Owners'

Association, equal to their respective Owners' Membership Interests which Declarant acknowledges are approximately equal to that proportion which the square footage contained within all Lots. For purposes of this Declaration and determination of the Owners' Assessment, the Lots shall be conclusively deemed to have the respective Owners' Membership Interests set forth on Exhibit "A" attached hereto and by this reference incorporated herein until adjusted for the inclusion of any additional property as provided for in paragraph 9 of this Declaration. In the event of subdivision of any such Lot, the respective Owners' Membership Interest of the Owners of the subdivided Owners' Lots shall be reduced by the proportion to which the square footage of each respective new Lot bears to the total square footage of the Lot prior to subdivision.

- D. The Owners' Association shall be authorized to levy and collect all Assessments authorized by this Declaration and shall have the authority to establish and maintain reasonable reserves for the payment of anticipated and emergency expenses.
- E. The Owners' Association shall be controlled by Declarant until the first to occur of the following:
 - 1. All Lots within the Property have been sold by Declarant; or
 - 2. Declarant transfers control of the Owners' Association to the Owners, as evidenced by at least fifteen (15) days prior written notice to all then Owners of Lots.

Following such transfer of control, the Owners' Association shall be controlled by the Owners in accordance with the provisions of this Declaration, the Colorado Revised Statutes applicable to nonprofit corporation, and the Articles of Incorporation, By-Laws and rules and regulations of the Owners' Association.

- F. Declarant shall, at the time the Owners' Association is incorporated, convey its interest in the Common Facilities and easements and rights-of-way therefore to the Owners' Association.
 - G. The Owners' Association shall not be dissolved without the written consent of the Board of County Commissioners of Larimer County or the governmental entity having jurisdiction over the Property.
8. **Right to Enforce.** As long as Declarant retains an interest of any kind, whether of ownership, lien holder or other right, Declarant shall, without liability for failure so to do, have the right to enforce the provisions of this Declaration. The Owners' Association and the Owners shall have the concurrent right to enforce all provisions of this Declaration.

9. **Covenants for Assessments and Enforcement.** The Declarant, for each Lot which is owned by the Declarant on the date of recording of this Declaration, hereby covenants, and each subsequent owner of any Lot, by acceptance of a contract or deed therefore, whether or not it shall be so expressed in such contract or deed, is deemed to covenant, that each of the Lots or interests therein, as are owned by the Owners' Association, shall be and hereby is made subject to the Owners' Association Assessment per Lot for the use and benefit of the Association and its members. The Declarant and each subsequent owner do hereby covenant and agree, subject to the terms and conditions of this Declaration, to pay the assessments as applicable. Such assessments shall become and constitute a lien on each Lot subject to the respective assessments as of the thirtieth (30th) day following the date such assessment is established. The assessments, together with interest and costs of collection, including reasonable attorney's fees, shall also be the personal obligation of each owner of a Lot at the time the assessment became a lien. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them, however, the lien shall remain binding upon such successors as set forth in subparagraph C below. The provisions of this Declaration, including any Violation of this Declaration, may from time to time be enforced in accordance with the following:

- A. Appropriate proceeding at law or in equity against any person or entity violating or attempting to violate any provision of this Declaration, including, but not limited to, proceedings to enjoin, restrain and/or recover damages;
- B. In the event any Owner or other occupant of a Lot shall commit a Violation, and such Violation is not corrected within thirty (30) days after written notice thereof from Declarant or the Owners' Association, the Declarant or the Owners' Association, or their respective agents or representatives, shall have the right, power, and privilege to enter upon such Lot and make any and all corrections or improvements that may be necessary to correct such Violation, to charge the Owner of such Lot for the expense incurred in such correction through and Expense Assessment, and, in the event the Owner fails to pay such Expense Assessment to Declarant or the Owners' Association within thirty (30) days after demand for reimbursement therefore, to pursue any and all available rights and remedies against such Owner and/or Lot pursuant to this Declaration and/or applicable law, including the right to lien such Lot for such Expense Assessment.
- C. If any Assessment is not paid within thirty (30) days after due date thereof, the unpaid balance thereof shall bear interest from the date of delinquency until paid at the highest legal rate allowed by law. The amount of such unpaid Assessment, together with interest thereon and attorneys' fees and other costs incurred in collection or enforcement thereof, shall be a lien upon the Lot against which such Assessments were made (the "Liened Lot"), shall be the personal obligation of the Owner of the Liened Lot as of

the time of the making of such Assessment, and shall bind successive Owners of the Liated Lot in the event of notice of such lien is recorded in the Office of the Larimer County, Colorado, Clerk and Recorder, prior to any such sale or transfer of the Liated Lot, or in the event any such successive Owner acquires the Liated Lot with notice or knowledge of such lien. Except as set forth in paragraph 12 below, the lien of any deed or trust or mortgage now existing or hereafter placed upon any Lot. In addition to all other legal and equitable rights and remedies available hereunder an action at law may be brought against any Owner who is obligated to pay any sum due hereunder, and a Liated Lot may be judicially foreclosed against in the manner provided by law for the foreclosure or realty mortgages, and in any such action or foreclosure proceeding there shall be added to the amount of such unpaid sum or any portion thereof, the interest thereon and all costs and expenses, including reasonable attorneys' fees, incurred in collecting the delinquent Assessment.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Facilities or abandonment of his Lot.

D. All remedies provided in this Declaration, in law or in equity, shall be cumulative and not exclusive.

10. **Priorities.** Except as specifically provided hereinafter, no Violation of this Declaration shall restrict, impair or defeat the lien of any mortgage or deed of trust or other encumbrance now existing or hereafter made in good faith and for value of any Lot, or portion thereof, or restrict, impair or defeat any right or power of sale or other remedy contained therein or limit or prevent the foreclosure thereof- provided, however, that:

A. Any lien against a Liated Lot made a matter of record prior to the recordation of any such mortgage, deed of trust or other encumbrance shall be entitled to all priorities provided by applicable law; and

B. Any subsequent Owner of any Lot or interest therein shall be subject to and bound by all provisions of this Declaration, regardless of whether such ownership interest was acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

11. **Binding Effect.** Except for those obligations specifically identified as personal obligations in paragraph 10 of this Declaration, the provisions of this Declaration shall run with the land and the title thereto, and shall extend to and be binding upon all persons, legal entities, grantees, their successors and assigns, and any Owner or lessees of any person or legal entity having any interest in the Property or any Lot. Except for the continuing obligation for the maintenance of certain Common Facilities, which obligation terminates as provided in paragraph 22 of this Declaration, this Declaration shall remain in full force and effect for a period of

twenty (20) years from the date hereof, and shall be deemed renewed for successive then (10) year periods, unless amended as provided herein.

12. **Waiver or Abandonment.** The waiver of, or failure to enforce any breach or violation of any provision contained in this Declaration shall not be deemed to be a waiver or abandonment of such provisions, or a waiver of the right to enforce any subsequent breach or violation of such provisions. The foregoing shall apply regardless of whether any person affected hereby, or having the right to enforce these provisions, had knowledge of the breach or violation. No provision contained herein shall be deemed to have been waived or abandoned unless this Declaration is amended to delete such provision pursuant to paragraph 18.
13. **Equal Treatment of Owners.** This Declaration shall be applied to all Owners without discrimination.
14. **Severability.** The invalidity of any one or more phrases, sentences, clauses, paragraphs, or sections hereof shall not affect the remaining portions of this Declaration or any part thereof, all of which are inserted conditionally upon their being held valid in law. In the event that one or more of the phrases, sentences, clauses, paragraphs, or sections contained herein should be invalid or should operate to render this Declaration invalid, this Declaration shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections had not been inserted.
15. **Gender.** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities, or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.
16. **Headings.** The marginal or topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of this Declaration.
17. **Amendment.** Amendment, modification or revocation of this Declaration shall require an amendment in writing, executed and acknowledged by the then Owners representing not less than three-fourths (3/4) of the Owners' Membership Interests or such higher percentage as required by applicable law, and recorded in the Larimer County Recorder's Office, Colorado. For purposes of amendment, Declarant shall be deemed to be the holder of the Owners' Membership Interests. Notwithstanding the foregoing, Declarant shall have the right to amend this Declaration at any time prior to the initial sale of a Lot by Declarant, and Paragraphs 7 (concerning the Owners' Association's responsibility to maintain the Common Facilities), 7(B), 7(G) and 21 shall not be amended without the written consent of the Board of County Commissions of Larimer County or the governmental entity having jurisdiction over the Property.

18. **Violation of Law.** Any violation of any federal, state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property subject to this Declaration is hereby declared to be in violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.
19. **Governing Law.** This Declaration and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of Colorado.
20. **Applicable Law.** In the event any provision of this Declaration conflicts with or is inconsistent with any law or governmental authority having jurisdiction over the Property ("Applicable Law"), then such Applicable Law shall be deemed to control to the extent it is more restrictive than this Declaration. In the event any provision of this Declaration is more restrictive than Applicable Law, such provision of this Declaration shall apply to the Property.
21. **Enforcement by County of Larimer, Colorado.** In accordance with the Subdivision Regulations adopted by Resolution of the Larimer County Commissioners, until such time as the provisions of this paragraph 21 are released by the County of Larimer, or maintenance of Common Facilities is undertaken by a governmental, or quasi-governmental entity, the County of Larimer shall have the right to maintain the Common Facilities and recover for the costs thereof in accordance with the provisions of this paragraph 21. If the Owners' Association shall fail to maintain the Common Facilities in a reasonable order and condition, the Board of County Commissioners for Larimer County may serve written notice upon the Association or the Owners of the Lots setting forth the deficiencies of maintenance and demanding a cure of such deficiencies within thirty (30) days of the date thereof, and stating the date and place of hearing upon such notice to be held within fourteen (14) days of the giving of such notice. If the deficiencies set forth in the notice, as modified or amended at the time of hearing, are not cured within the said thirty (30) days or any extension thereof granted by the County, the County of Larimer may undertake to maintain the Common Facilities for a period of one (1) year. Prior to the expiration of said year, the County shall, upon its initiative or upon written request of the Owners' Association, call a public hearing to be held by the Board of County Commissioners and shall provide notice thereof to the Association and the Lot Owners. At such hearing, the Association or Owners shall show cause why maintenance by the County shall not continue for a succeeding year and if the Board of County Commissioners shall determine that the Owners' Association is ready and able to provide such maintenance, County maintenance shall cease at the expiration of said year. If the Board of County Commissioners determines that the Owners' Association is not ready and able to provide such maintenance, the County may continue to maintain such facility in succeeding years, subject to the requirements for a similar hearing in each and every year thereafter.

The Owners of the Lots shall pay the costs of such maintenance by the County and any unpaid assessments shall become a tax lien upon the said Lots to be certified, collected, enforced and remitted in the manner provided by law for the collection, enforcement, and remittance of general property taxes.

22. **Written Notice.** Whenever this Declaration calls for written notice to any Owner by Declarant, or the Owners' Association, notice shall be deemed given at the time that the notice is deposited in the United State Mail, with sufficient postage affixed for 1st Class Mail, addressed to the last know address of the Owner (or the address of one person holding an interest by Complex Ownership), as shown by the records of the Declarant, or this entity giving such notice if notice is given by the Owners' Association. In the event the records do not reflect an address for the Owner, notice shall be deemed given at the time that such written notice is posted upon any Lot of the Owner to be given notice.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this day of 2000.

INTERCHANGE BUSINESS PARK

By: James R. Mokler, Member

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

On this ____ day of _____ 2001, before me, the undersigned officer, personally appeared, James R. Mokler, who acknowledged himself to be a member of INTERCHANGE BUSINESS PARK, a Colorado Limited Liability Company, and Dennis Sinnett, who acknowledged himself to be a member of INTERCHANGE BUSINESS PARK, a Colorado Limited Liability Company, and that they, as such officers, being authorized so to do, execute to foregoing instrument for the purposes therein contained by and on behalf of the said company.

IN WITNESS WHEREOF, I hereunto set my hang and official seal.

Notary Public

Address

My commission expires: _____

By: Dennis Sinnett, Member

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

On this ____ day of _____ 2001, before me, the undersigned officer, personally appeared, Dennis Sinnett, who acknowledged himself to be a member of INTERCHANGE BUSINESS PARK, a Colorado Limited Liability Company, and Dennis Sinnett, who acknowledged himself to be a member of INTERCHANGE BUSINESS PARK, a Colorado Limited Liability Company, and that they, as such officers, being authorized so to do, execute to foregoing instrument for the purposes therein contained by and on behalf of the said company.

IN WITNESS WHEREOF, I hereunto set my hang and official seal.

Notary Public

Address

My commission expires: _____

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THE DECLARATION FOR
INTERCHANGE BUSINESS PARK

OWNER'S ASSOCIATION
MEMBERSHIP INTEREST

Lot Number	Lot Size (SF)	Percentage
1	84,711	6.75%
2	80,125	6.39%
3	64,026	5.10%
5	66,859	5.33%
6	89,229	7.11%
7	87,470	6.97%
8	70,184	5.60%
9	48,071	3.83%
10	73,318	5.85%
11	63,643	5.07%
12	68,348	5.45%
13	66,015	5.26%
14	44,244	3.53%
15	144,524	11.52%
16	114,174	9.10%
17	<u>22,146</u>	<u>1.77%</u>
TOTALS	84,711	100.00%

67370 Lot 4

*Lot
4 : 67370*

EXHIBIT "B"
ATTACHED TO AND MADE A PART OF THE DECLARATION FOR
INTERCHANGE BUSINESS PARK

SIGN DESIGN STANDARDS

1) Sign Objectives.

Signs in Interchange Business Park are intended to serve two functions:

- a) Building identity and address
- b) Directional information
- c) Lot 2 shall be allowed one sign 60' high and 185 S.F. Lot 2 shall be exempt from these sign guidelines to allow identification of fast food and gas / C-store brands.

Signage shall conform to a uniform system, which standardizes overall size, background color, letter size, letter style, and construction. This has been done in order to develop a coordinated, harmonious development appearance and to avoid conflicting and non-compatible signs.

2) Procedure.

- a) Using this guide, select sign type and prepare and submit a scaled drawing of sign graphics to the Architectural Committee for approval.
- b) Following approval, install sign in approved location and according to this guide.

3) Specifications Guide.

Sign Types.

A variety of standard sign types and sizes have been approved for use in Interchange Business Park. Two basic sign systems are acceptable and can be used simultaneously. The two systems are as follows:

- a) Individual Letters applied to building walls and similar surfaces. Self-contained cabinet signs applied to wall surfaces are not permitted. Signs may not extend above roof level
 - (1) Letter size. The size of letters shall be limited to a maximum 18" dimension. Discretion must be used to relate the letter size to the scale of building for surface to which it is being applied.
 - (2) Logos. Use of company logos or trademarks is encouraged. The size of the logo is optional, but will be subject to architectural review

(3) Frequency. A maximum of one sign application for each public street that the building and/or Lot fronts onto will be permitted. iv)

(4) Letter Style. The following list of standard letter styles will be permitted:

HELVETICA
AVANT GARDE
MICROGRAMMA
WINDSOR
CASLON
TIFFANY

Use of both upper and lower case letter is acceptable.

(5) Illumination. Individual applied letters may be internally illuminated or backlighted. External illumination such as spot lighting or no illumination is also acceptable.

(6) Color. Signage that has colors or tones that contrast with the building color is encouraged. For example, light colored buildings would have dark colored signage and vice versa. Color for logos shall be optional.

b) Free Standing Cabinet Signs made of dark toned aluminum or fiberglass.

(1) Sign Size and Type. A variety of size and shapes are approved as follows:

Description	Dimensions	
	Height	Width
Slab shape	12" - 60"	12" - 60"
Cube shape	12" - 60"	12" - 60"

(2) Letter Size and Type. The size of letters shall be limited to 6" maximum dimension. They type of letter styles shall be the same as those described in paragraph A.iv above.

(3) Illumination. Cabinet signs may be externally or internally illuminated. No illumination is also acceptable.

(4) Color. The background for all signs shall be dark in color. Letters shall be white. Color for logos shall be optional. Use of bold colors is encouraged. Pastel colors are discouraged.

Design Variations.

Any sign solutions that vary from the standards set forth by this guide are discouraged. Proposed variations must be submitted to the Architectural Committee for review and approval

EXHIBIT "C"
ATTACHED TO AND MADE A PART OF THE DECLARATION FOR
INTERCHANGE BUSINESS PARK

SITE LIGHTING

All site lighting schemes shall be subject to the approval of the Architectural Committee for aesthetic compatibility with the overall scheme of the Property.

Fixtures shall be bronze in color and compatible with or equivalent to: Gardco Lighting, For Ten H1923, 250 UHP Sodium Lamp fixture with tapered round poles, or Kim Lighting Type Fix EKG Series.

EXHIBIT "D"
ATTACHED TO AND MADE A PART OF THE DECLARATION FOR
INTERCHANGE BUSINESS PARK

LANDSCAPE GUIDELINES

1. General

Landscape plans to comply with the Larimer County Landscape requirements and plant list.

Landscape improvements shall make every effort to minimize the public and private cost of maintenance.

Landscape improvements shall be designed to minimize water use after establishment.

Landscaping shall screen elements that have an undesirable association.

Landscaping should not result in any unsafe or potentially hazardous condition.

Landscaping shall ensure the safety of vehicular movement especially sight lines at intersections.

2. Grading.

Eliminate irregular and abrupt landforms.

Create smooth slopes and gradual transitions between slopes.

Maximum slopes of berms and banks to be one in three.

Maintain positive drainage away from building.

3. Plant materials.

No artificial plant materials shall be used.

No trees that drop fleshy fruits or large seeds shall be planted within 25 feet of paved surfaces.

Trees, shrubs, and ground covers should be predominantly those that can withstand semi-drought conditions once established. The following pages contain a list of recommended plants. Selection of plants is not necessarily restricted to this list. High activity, screening, or other areas requiring frequent heavy irrigation may utilize more common water loving species

4. Minimize plant sizes.

Deciduous shade trees should be 1 ½" to 2" caliper measured 6" above ground.

Ornamental and flowering trees should be 1 ¼" to 1 ½" caliper measured 6" above ground.

Evergreen trees should be five to six feet in height.

Evergreen shrubs should be a five-gallon container.

Deciduous shrubs should be appropriate for use and spacing.

5. Grasses and Living Ground Covers.

Bluegrass blends and other water loving grass mixes are discouraged, except in high activity areas.

Grassed areas should be sown with a drought tolerant species or mix. The following grass mixes are recommended:

100% Buffalo grass (Sharps Improved). Minimum seeding rate is 4 lbs. per 1,000 square feet.

40% Smooth Brome; 40% Fairway Crested Wheat; 20% Annual Rye. Minimum seeding rate is 3 lbs. bulk weight per 1,000 square feet.

Other mixes of drought tolerant species will be considered.

Addition of wildflower seed mixes is encouraged.

6. Irrigation.

All trees and shrubs shall be irrigated with an automatic trickle irrigation system or equivalent automatic water supply.

Grass and groundcover areas may be irrigated by any system, which will facilitate frequent watering during establishment and occasional watering during the growing season.

7. Mulches.

Fine aggregate inorganic mulch surfaces such as gravel, sand, lava rock and small stones shall be limited to 10% of the landscaped area, except such restrictions shall not apply when used in conjunction with evergreen shrubs and trees at a density of one plant per 25 square feet of landscaped area, at the discretion of the Architectural Committee.

Organic mulches such as wood chips, pole peelings, redwood bark and stump grindings will be considered more appropriate in shrub bed plantings and around trees.

Rounded river rock (3" - 9" diameter) and larger rocks and boulders are permitted but should not exceed 20% of the landscaped area.

All loose mulch material shall be at least 5" deep or 3" deep if underlain by a fabric or film to inhibit weed growth.

8. Plan Review.

A landscape plan shall be submitted to the Architectural Committee for approval prior to initiation of landscape site work.

Recommended Plant List

TREES

Acer grandidentatum	Canyon or bigtooth maple
Ceitis occidentalis	Common hackberry
Ceitis reticulata	Netleaf hackberry
Crataegus douglasii	Black hawthorn
Elaeagnus umbellata 'Cardinale'	Cardinal Autumn olive
Juniperus monosperma	Redberry juniper
Juniperus osteosperma	Utah juniper
Juniperus scopulorum	Rocky Mountain juniper
Pinus edulis	Pinyon pine
Pinus flexilis	Limber pine
Pinus ponderosa	Ponderosa pine
Quercus gambelii	Gambel or scrub oak
Quercus maerocarpa	Burr oak
Robinia neornexicana	New Mexico locust

SHRUBS

Amelanchier ainifolia	Serviceberry	Amelanchier utahensis
Utah serviceberry	Amorpha canescens	Leadplant
Artemisia cana	Silver sagebrush	Artemisia filifolia
Threadleaf sage	Artemisia frigida	Fringed sagebrush

Artemisia ludoviciana	Prairie sage	Artemisia schmidtiana
Silvermound	Artemisia tridentate	Big sagebrush
Atriplex canescens	Fourwing saltbrush	Atriplex confertifolia
Shadscale	Atriplex gardneri	Gardner saltbrush
Caragana arborescens	Siberian peashrub	Ceanothus prostrates
Squawcarpet	Ceanothus velutinus	Mountain lilac
Ceratoides lanata	Winterfat	Cercocarpus intricatus
Littleleaf mountain mahogany	Cercocarpus ledifolius	Cercocarpus montanus
Chamaebatiaria millefolium	Fernbush	Apache plume
Birchleaf mountain mahogany	Rubber rabbitbush	Douglas rabbitbrush
Cotoneaster apiculata	Cranberry cotoneaster	Cowania mexicana
Cliffrose	Ephedra nevadensis	Nevada Mormon tea
Ephedra viridis	Green Mormon tea	Fallugia paradoxa
Chrysothamnus nauseosus	Chrysothamnus viscidiflorus	Juniperus communis
Forestiera neomexicana	'Jemez' New Mexico olive	Common juniper
Peraphyllum ramosissimum	Squaw apple	Pententilla fruticosa
Shrubby cinquefoil	Prunus besseyi	Sand cherry
Purshia tridentate	Antelope bitterbrush	Quercus turbinella
Shrub live oak	Rhamnus cathartica	Common Buckthorn
Rhamnus grangula	Glossy Buckthorn	Phammus smithii
Smithii Buckthorn	Rhus glabra	Smooth sumac
Rhus glabra cismontane	Dwarf smooth sumac	Rhus trilobata
Oakbrush sumac	Sarcobatus vermiculatus	Greasewood
Sherpherdia argentea	Siverleaf buffaloberry	Mountain snowberry
Yucca elata	'Bonita' Soap tree yucca	Yucca glauca
Great Plains yucca	Symphoricarpos oreophilus	Zinnia grandiflora
Rocky Mountain zinnia	Curleaf mountain mahogany	

Notes:

The list of plants shown here will tolerate minimal watering and maintenance once established; two to three good soakings during extended summer dry periods. All will need frequent watering during establishment, which may take three growing seasons.

Plants with higher water requirements (not shown here) may be used in areas of intensive activity or other special purpose areas but should be given more frequent watering and higher maintenance.

Plant availability:

Not all the drought tolerant plants listed are readily available in larger container sizes. Check the following suggested sources:

Native Plants Inc.
9180 S. Wasatch Blvd.
Sandy, UT 84092

Mountain Meadows Nursery
5050 Coal Mine Rd.
Littleton, CO 80122

Western Evergreens
13022 East 13TH Ave.
Brighton, CO 80601

Little Valley Nursery
14201 W. 44TH Ave.
Golden, CO 80401

EXHIBIT "E"
ATTACHED TO AND MADE A PART OF THE DECLARATION FOR
INTERCHANGE BUSINESS PARK

SCREENING STANDARDS

No outside storage of lumber, metals, or bulk materials of any kind except building materials stored during the course of construction of any approved structure shall be allowed without screening. Materials and equipment so stored shall not extend above to top of such screening nor shall operations relating to storage and handling of such materials.

The type, style, materials, and color of fencing and solid walls should complement or harmonize with the architectural design of the main Building and should minimize visual impact on adjacent areas.

Fencing shall not encroach into landscape buffers or drainage easements. Solid fences and walls are best used adjacent or attached to the Buildings as architectural extensions. Careful consideration shall be given to the coordination with geometry, materials, height, location, and color of the structure. If a fence or wall is attached to a Building, it is considered an architectural extension and it is preferred that it is built at the same time as the Building and with complementary materials.

Fencing used to screen parking areas, outdoor storage areas, miscellaneous structures, or used for windscreens, shall be compatible with other fencing materials used on the Lot. These shall be placed with due consideration for aesthetics and uses of adjacent Lots.

A general outline of the locations, materials, and heights of all proposed fencing and walls shall be submitted to the Committee.

Earth berms should fit into the overall grading and landscaping plans for the Lot and should be placed so as not to impede storm runoff and site drainage. Berms may be combined with plant materials for maximum screening effect. Retaining walls or other grading devices may also be used for screening. The general location, contours, heights, and construction techniques of proposed berms and other grading devices shall be submitted to the Committee. Plant materials used for screening purposes should have a high percentage of evergreens for a year-round screening effect with consideration being given to the size, density, and branching structure of plant materials used during different stages of growth and maturity.

Plant materials should be chosen from the approved plant list shown in Exhibit "D", and may be combined with different methods of screening such as fences or berms. Plant materials shall be placed so that the mature plant does not block site lines at the intersection of streets as provided in the Declaration.

Plans for plants used for screening purposes should be included with the general plating plan submitted under these Development Standards with the notation that the plant mass is intended for screening purposes.