

**DECLARATION OF  
EASEMENTS, COVENANTS  
AND CONDITIONS**

**Westgate Commercial Center**

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DECLARATION OF EASEMENT, COVENANTS  
AND CONDITIONS

Westgate Commercial Center Subdivision

This Declaration of Easements, Covenants and Conditions (hereinafter the "Declaration") is made this \_\_\_ day of April, 1998 by Trails Down, LLC, a Colorado limited liability company, and Schrader Properties, LLC, a Colorado limited liability company (the "Declarant").

ARTICLE 1 - DEFINITIONS

1.1 Declarant is the owner of real property known as Westgate Commercial Center Subdivision, a subdivision in the Town of Windsor, County of Larimer, State of Colorado, according to the plat thereof (hereinafter the "Plat") recorded in the office of the Clerk and Recorder of Larimer County, Colorado on September 19, 1997 at Reception No. 97062048. The property which is initially subjected to these covenants is that portion of the Westgate Commercial Center Subdivision except Lot 5 and Tract A, but including Lots 1 through 4 and Tracts B, C and D (the "Property").

1.2 Declarant plans to develop the Westgate Commercial Center as an integrated mixed commercial use project substantially in accordance with the preliminary site plan approved by the Town of Windsor as the site plan may subsequently be changed by amendments approved by the Town of Windsor during the course of the development of Westgate Commercial Center (hereinafter the "Site Plan"). It is Declarant's intent that all of the improvements constructed on the Property shall be compatible with each other as to design and use so as to create an architecturally and aesthetically pleasing and attractive, well planned and maintained, high quality commercial project.

1.3 Declarant is adopting this Declaration in order to facilitate the development of Westgate Commercial Center in accordance with Declarant's plans. This Declaration provides a framework for establishing and maintaining the Common Areas, ensuring the implementation of quality architectural standards and establishing a mechanism for the administration of the Westgate Commercial Center Project and allocation of the costs incurred in connection therewith.

1.4 This Declaration prohibits use of the Property for residential purposes. Therefore, pursuant to the terms of § 38-33.3-121, Colorado Revised Statutes, the Colorado Common Interest Ownership Act shall not apply to the Property or to the Westgate Commercial Center project established thereon.

1.5 The terms and provisions set forth or recited in this preamble are intended to be a substantive part of this Declaration and may be enforced as such.

ARTICLE 2 - DEFINITIONS

The sections in this Article define words and phrases which, as used in this Declaration, have the meaning set forth below. Other terms in this Declaration may be defined in specific provisions herein and shall have the meaning assigned by such definitions. Defined words and phrases are indicated herein by capitalizing the first letter of a defined word or the first letter of each word in a defined phrase.

2.1 Annual Assessment means the Assessment levied by the Association pursuant to an Annual Budget as provided in Section 8.3.

2.2 Annual Budget shall mean the Annual Budget to be developed by the Board, as provided in Section 8.2.

2.3 Architectural Standards Committee or Committee shall refer to the Architectural Standards Committee established in Article 4 of this Declaration.

2.4 Articles shall mean the Articles of Incorporation for the Association as filed with the Colorado Secretary of State and any amendments that may hereafter be made to those Articles from time to time.

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2.5 Assessments shall mean all assessments made by the Association against Lots in Westgate Commercial Center as provided in Article 8 below. Assessments shall include Annual Assessments, Special Assessments and Remedial Assessments.

2.6 Association shall mean the Westgate Commercial Center Association, a Colorado non-profit corporation.

2.7 Board of Directors or Board shall mean the Board of Directors of the Association.

2.8 Clerk and Recorder shall mean the Clerk and Recorder of Larimer County, Colorado.

2.9 Common Area Improvements shall mean all improvements made on the Common Areas which are intended to be used by, and for the benefit of, all Owners, Tenants and Users. Common Area Improvements shall include all utility lines and other utility facilities; curb cuts and access ways connecting to the Common Area for ingress, egress and internal circulation; curb, gutter and sidewalks; flatwork, asphalt pavement, striping and other parking improvements.

2.10 Common Areas shall mean those tracts or other portions of the Property, which are owned by the Association or otherwise may be designated as Common Areas for the benefit of all Owners, Tenants and Users of the Westgate Commercial Center Project. Common Areas shall specifically include Roads, Streets and Detention Facilities and Landscape Areas.

2.11 Common Expenses shall mean all expenditures made and liabilities incurred by the Association in performing its duties under this Declaration, including but not limited to (i) all expenses declared to be Common Expenses by this Declaration; (ii) all other expense of administering, servicing, conserving, managing, maintaining, repairing and replacing the Common Area Improvements; (iii) the cost to maintain and repair the Roads and Streets, Detention Facilities and Landscape Areas; (iv) the cost of all insurance maintained by the Association pursuant to the Declaration; (v) the cost of maintaining, repairing and operating street lighting which lights the Roads and Streets and is located on any tract upon which a Road or Street is located; and (v) any other expenditures which the Board of Directors deems to be a Common Expense.

2.12 Declarant shall mean Schrader Properties, LLP, a Colorado limited liability partnership, and Trails Down, LLC, a Colorado limited liability company.

2.13 Declaration shall mean this Declaration of Easements, Covenants and Conditions, Westgate Commercial Center.

2.14 Detention Facilities shall mean that detention pond located on Tract D, as well as any storm drainage improvements servicing the detention pond or otherwise serving any portion of the Property.

2.15 Expansion Property shall mean the property identified as Lot 5, Tract A and the March Property.

2.16 First Mortgage shall mean a real estate mortgage, deed of trust or other encumbrance of a Lot to secure the performance of an obligation that has first and paramount priority under applicable law, subject only to real property ad valorem taxes and other governmental assessments and liens.

2.17 Landscape Area shall mean those areas which are maintained by the Association, including all landscaped areas within Tract D (together with any landscaped portion of the right-of-way of Highway 392 located north of Tract D), as well as other Common Area landscaping which is accepted for maintenance by the Association in the future. Landscape Area shall not include Lot Landscape Area, except to the extent that any Lot Landscape Area is not maintained by any adjoining owner.

2.18 Longview Drive or Royal Vista Drive shall mean the road area located on Tract B, together with any extension of that road which may be subjected to this Declaration in the future.

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2.19 Lot shall mean a lot or Tract as platted and designated on the Plat (including any future subdivision or resubdivision approved by the Town of Windsor, Colorado) (excluding tracts owned by the Association); provided that if any platted lot is divided so that a portion of the lot is owned by an Owner in conjunction with all or a portion of an adjoining lot and the other portion of the lot is owned by another Owner separately, or in conjunction with all or part of the other adjoining lot, than an entire property so held under one ownership shall be a Lot for the purpose of this Declaration. If a platted Lot is divided as described above, the Owners of the Lot shall provide in the deed that divides the Lot how voting rights attributable to the platted Lot shall be divided. If such provision is not made in the deed, it shall be made in another Supplemental Document executed by all Owners of the subdivided platted Lot.

2.20 Lot Area shall mean the gross area of any Lot and shall be determined from the plat creating such Lot.

2.21 Lot Landscape Area shall mean landscaped areas within dedicated Road rights-of-way or located within tracts on the Property which are intended primarily for Road purposes, such as Tracts B and C. In accordance with Article 9, it shall be the obligation of each Lot Owner to maintain and care for landscaping between that Owner's Lot and the nearest edge of any Road adjoining that Owner's Property. Any center or median landscaping shall be treated as Landscape Area maintained by the Association. Maintenance of any sidewalks within the Lot Landscape Area shall be the obligation of the adjoining Owner. Maintenance of curbs and gutters in the Lot Landscape Area shall be the obligation of the Association.

2.22 Lot 5 shall mean the property defined as Lot 5 of the Westgate Commercial Center Subdivision, as shown on the Plat, which lot has not been included as a portion of the Property subject to this Declaration, but which property may be included as a portion of the Property in accordance with Article 11.

2.23 March Property shall mean the property south of Tract A, which is currently owned by Edna G. March as Trustee of the Edna G. March Revocable Trust, and is described in that deed recorded at Reception No. 91003440. The March Property is not subject to this Declaration, but may be included as a portion of the Property in accordance with Article 11.

2.24 Member shall mean a Person who holds a membership in the Association.

2.25 Owner shall mean the Person or Persons who are the owners of record of the individual portions of the Property in separate ownership.

2.26 Person shall mean a natural person, corporation, limited liability company, partnership trust or any other entity recognized as a person under the laws of the State of Colorado.

2.27 Plat shall mean the subdivision plat of Westgate Commercial Center Subdivision, a subdivision in the Town of Windsor, County of Larimer, State of Colorado, recorded on September 19, 1997 at Reception No. 97062048 of the records of the Clerk and Recorder of Larimer County, Colorado, and any amendments thereto or plats of any other portions of the Property.

2.28 Property shall include the Property as defined in Section 1.1, together with any other property which may be subjected to this Declaration in accordance with Article 11.

2.29 Remedial Assessment shall mean an Assessment made by the Board against specific Owners as provided in Section 8.4.

2.30 Roads or Streets shall mean those portions of the Property which are roads and streets and for which the Association has a maintenance and repair obligation (together with obligations to provide street lighting and snow removal), regardless of whether such roads or streets have been dedicated for public use. Streets and Roads shall initially mean those portions of Westgate Drive (Tract C) and Longview Drive (also known as Royal Vista Drive) (Tract B) when conveyed by Declarant to the Association as shown on the Plat. Roads or Streets shall not include any portions of the roads or streets which have been accepted for maintenance by any public entity, including the Town of Windsor or the State of Colorado. The Association will use its best efforts

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to have any Road or Street accepted for maintenance (including snow plowing and street lighting) by any governmental entity, including (but not necessarily limited to) the Town of Windsor or any special road district whose service territory includes the Property.

2.31 Rules and Regulations shall mean the rules and regulations adopted by the Association for the regulation and management of the Westgate Commercial Center Project as provided in Article 6 and all amendments or supplements to such Rules and Regulations.

2.32 Special Assessment shall mean an Assessment levied pursuant to Section 8.5.

2.33 Tenants shall mean and include all tenants and sub-tenants occupying portions of the Property pursuant to a lease or license from an Owner.

2.34 Tract A shall mean the property defined as Tract A of the Subdivision, as shown on the Plat, which tract has not been included as a portion of the Property subject to this Declaration, but which property may be included as a portion of the Property in accordance with Article 11.

2.35 Users shall mean all Owners and Tenants and their invitees, including all customers, clients and patrons of the businesses and enterprises conducted on the Property, suppliers of such businesses and enterprises, employees of such businesses and enterprises and the like.

2.36 Westgate Commercial Center Project or Westgate Commercial Center shall mean the commercial development on the Property and refers to all parts of the Property.

2.37 Westgate Drive shall mean the road area located on Tract C, together with any extension of the road which may be subjected to the Declaration in the future.

#### ARTICLE 3 - DECLARATION

3.1 Declarant hereby declares that the Property shall be subject to the easements, covenants, conditions and obligations set forth in this Declaration, all of which are declared and agreed to be for the protection of the value of the Property and for the benefit of all Persons having any right, title or interest in the Property and which shall be deemed to run with the land and be a burden upon and a benefit to any Persons acquiring such an interest, their heirs, legal representatives, successors and assigns. All of the easements, covenants, conditions and restrictions set forth herein are imposed on each portion of the Property as a mutual equitable servitude in favor of all other portions of the Property.

#### ARTICLE 4 - ARCHITECTURAL STANDARDS

4.1 Architectural Standards Committee. There is hereby established an Architectural Standards Committee which shall have the powers and duties set forth in this Declaration. Initially, the Architectural Standards Committee shall consist of the following individuals: Wayne K. Schrader, Stephen J. Schrader and Perry W. Schrader. Declarant shall have the right to remove members of the Architectural Standards Committee and to substitute other persons for any member of the Committee who may be removed, resign or for any other reason cease to act as such a Committee member. Declarant shall take such action by a written statement duly filed with the Committee and recorded in the records of the Clerk and Recorder. The Architectural Standards Committee shall, at all times, maintain a current list of its members and such members' addresses, as well as records of the Committee's actions which shall be available to Owners for review and copying at all reasonable times. The vote of a majority of the members of the Architectural Standards Committee shall constitute the action of the Committee. The Committee may take action by unanimous written consent in lieu of a meeting and may also meet by telephone conference in which all members are able to participate. At any time, Declarant may delegate its right to remove and appoint members of the Architectural Standards Committee to the Association. Such delegation shall be made in a written statement delivered to the Committee and the Board and recorded with the Clerk and Recorder. If Declarant so delegates these rights, the Association shall assume all of the duties and powers of the Architectural Standards Committee. In its capacity as the Architectural Standards Committee the Board may exercise such rights and powers itself, or it may appoint a committee to act for it in connection with some or all of such duties and powers.



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4.2 Definition of Property Improvements. Property Improvements shall mean and include, without limitation: (a) the construction, installation, erection or expansion of any building, structure, or other improvement to the Property, including landscaping and parking installations; (b) the demolition or destruction by voluntary action of any building, structure or other such improvement; (c) the grading, excavation, filling or similar disturbance to the surface of any land, including, without limitation, change of grade, change of ground level or change of drainage pattern; (d) the installation or removal of any landscaping; (e) the installation of any exterior sign in Westgate Commercial Center; and (f) any change or alteration of any previously approved Property Improvement, including any change of exterior appearance, color or texture.

4.3 Submission of Plans. Prior to commencement of any work to make a Property Improvement, the plans for such improvement shall be submitted to the Architectural Standards Committee. Plans for the construction of any building shall also include the plans for installation of parking facilities, landscaping, vehicle access ways, curbs, sidewalks, exterior lighting and other Common Area Improvements required on the Owner's Lot in order to develop the Property in accordance with the Site Plan. The plans shall also provide for installation of all necessary utility lines within the Common Area. The plans shall be accompanied by specifications and samples of materials and colors as the Committee shall reasonably request.

4.4 Action by Committee. The Architectural Standards Committee shall respond to a request for approval within 20 days after receipt of the necessary plans and other materials. However, if additional materials are needed in order to review the request, the Committee shall so advise the applicant, and the time for review of the request by the Committee shall be postponed until all materials requested by the Committee are submitted to it. The Committee shall not unreasonably withhold its approval of any proposals submitted to it. It is acknowledged and understood that Westgate Commercial Center shall be an integrated project, and the style, design, exterior surfaces, construction materials, colors and amenities of each part and parcel shall, insofar as practical, harmonize with all other parts. The action of the Architectural Standards Committee on a request for approval shall be in writing and shall be delivered and be effective as provided in Section 12.4 of this Declaration.

4.5 Notice of Completion. Upon completing a Property Improvement, or any part for which evidence of compliance is sought, the applicant shall give notice of completion to the Architectural Standards Committee, and the Committee shall have the Property Improvement inspected and give notice to the applicant of any failure to properly install the improvement in accordance with the approved plans. Such notice shall be given to applicant within 30 days after the Architectural Standards Committee receives the notice of completion. Any notice of improper installation shall specify the particulars of the noncompliance and shall require the applicant to take the necessary action to remedy the noncompliance within a reasonable time set forth in the notice.

4.6 Correction of Noncompliance. If the Committee gives written notice of noncompliance to an applicant, the applicant shall remedy and/or remove the same within the period provided in the notice of noncompliance. If the applicant fails to do so, the Committee may record a notice of noncompliance with the Clerk and Recorder, and it may also give notice of such noncompliance to the Association. The Association may remove the non-compliant property improvement or otherwise remedy the noncompliance, and the applicant shall be required to reimburse the Association upon demand for all expenses so incurred. If such expenses are not promptly repaid to the Association, the Association shall be entitled to recover the expense, together with reasonable attorneys' fees incurred, by action at law or inequity. In addition, the Association may levy a Remedial Assessment against the Lot of the noncomplying Owner in order to enforce payment of the amount owing, and such lien may be enforced as provided in Article 8.

4.7 Nonliability for Committee Action. No member of the Architectural Standards Committee nor any designated representative of the Committee shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Architectural Standards Committee, unless the damage or injury is due to the willful misconduct or bad faith of the party held to be liable. In reviewing any matter, the Committee shall not be responsible for reviewing, nor shall its approval of any improvement on any Lot be deemed to be an approval, from the standpoint of safety, whether structural or otherwise, of conformance with any building codes or other governmental requirements. If after approval is granted, any notice of failure

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to meet any governmental requirements is received by the Committee, the Committee, despite having given previous approvals, may still require compliance with any governmental requirements as a standard to meeting architectural compliance.

## ARTICLE 5 - COMMON AREAS, EASEMENTS AND IMPROVEMENTS

5.1 Owners' Easements. Each Owner shall have an easement for the use of all Common Area Improvements by such Owner, its Tenants and other Users provided that such use shall be in accordance with any Rules and Regulations adopted by the Association. The Association shall also have an easement across all Common Areas for the purpose of performing its duties under this Declaration.

5.2 Use of Access Road by Lot 5, Tract A and the March Property Owners. The Roads and Streets may be used by the owners, successors and assigns of Lot 5, Tract A and the March Property. In addition, the Declarant shall have the right to permit the owners, successors or assigns of Lot 5, Tract A and the March Property to tap into utility lines located in the Access Easements. Notwithstanding the foregoing, at such time as any construction requiring a building permit occurs on Lot 5, Tract A or the March Property, access to such tract from the roads shall be afforded only with the consent of Declarant and the Association after the owner of Lot 5, Tract A or the March Property has provided adequate assurance that the costs associated with the Common Area improvements and Road use and maintenance shall be proportionally borne by the owners of such property in the future or any such property has been subjected to this Declaration in accordance with Article 11.

5.3 Utility Line Easements. An easement shall exist for all utility lines installed on or in the Common Areas. Each Owner shall have an easement to tap into existing utility lines located in Common Areas and to extend such utility lines as needed in the development of the Owner's Lot. Utility extensions shall be made only in accordance with the conditions imposed by the Architectural Standards Committee and any Owner extending a utility line shall restore the Common Area to its original condition after completing such extension.

5.4 Construction Easements. As required for construction of improvements in Westgate Commercial Center, the Declarant and the other Owners, their affiliates, agents, licensees, architects, contractors, sub-contractors, materialmen and others engaged in such construction shall have a temporary easement across such portions of the Common Area as may be necessary in connection with such construction, including the right to use portions of such Common Areas for storage of materials and equipment and for a construction office or building. Such use shall be in accordance with the conditions and restrictions imposed by the Architectural Standards Committee and shall not unreasonably interfere with the rights of any other Owner in Westgate Commercial Center. Upon completion of any work as to which such a temporary license and easement was enjoyed, the Common Area used shall be promptly repaired and restored to its condition prior to such use in accordance with the conditions and restrictions established by the Committee.

5.5 Lot Landscape Area Maintenance. Each Lot Owner shall maintain any Lot Landscape Area adjoining that Lot Owner's property. If any Owner shall fail to maintain any Lot Landscape Area, including, but not limited to watering, mowing or other maintenance, the Association may perform such maintenance, and the costs associated therewith shall be assessed against that Lot Owner, and the Association shall have the same collection rights for such assessment as exist for Annual and Special Assessments pursuant to Article 8.

5.6 Changes in Common Area Improvements. Changes to the Lot Landscape Area and improvements on Lot Landscape Area may be made by a Lot Owner maintaining those improvements only with the approval and consent of the Architectural Standards Committee, and all such changes shall be made in compliance with the restrictions and conditions established by the Committee. Declarant may designate additional Lot Landscape Area and Common Areas located on the Expansion Property, which areas shall be maintained by adjoining Owners or the Association if Declarant in its sole discretion determines that such Common Area Improvements benefit the Property and the area of the Expansion Property on which the Common Area improvements are located has been made part of the Property.

## ARTICLE 6 - ASSOCIATION

6.1 Duties and Responsibilities of the Westgate Commercial Center Association. The Association has been incorporated as a non-profit corporation and is hereby designated to be the administrator and manager of Westgate Commercial Center and its affairs. The Association shall have all powers, authorities and duties set forth in this Declaration and in the Articles, By-laws and Rules and Regulations of the Association as may be necessary and proper to manage the business and affairs of Westgate Commercial Center. Without limiting the foregoing, the powers and duties of the Association shall include the following:

- a. To adopt Rules and Regulations governing the use of Common Areas and Common Area Improvements and otherwise providing for the regulation and management of Westgate Commercial Center and regulating the cutting and installation of Roads and standards for Road repairs;
- b. To adopt budgets for revenues and expenditures and to amend such budgets as necessary from time to time;
- c. To levy Assessments against Lots and collect such Assessments, all as provided in Article 8 below;
- d. To impose charges for late payment of Assessments, recover reasonable attorneys' fees and other legal costs incurred in collecting Assessments, and enforcing the provisions of this Declaration, whether or not suit was initiated, to charge interest at the rate provided in the Rules and Regulations on delinquent Assessments and to levy reasonable fines and penalties for violations of the Declaration, the Articles, the By-laws and the Rules and Regulations adopted by the Association;
- e. From funds available to it, to provide for maintenance, management, repairs, replacements and other expenses related to the Common Areas and Common Area Improvements, including maintaining, repairing, lighting and plowing Roads and Streets and maintaining Detention Facilities and Landscape Areas;
- f. To obtain insurance covering the Common Areas and the Common Area Improvements as provided in Article 7 below;
- g. To borrow such amounts as the Board may determine necessary or desirable and to pledge and assign future income, including revenues from Assessments, provided that such borrowing must be approved by Owners holding at least 75% of the votes that Members are entitled to cast.
- h. To employ workmen, managers and other employees, to contract for services, to purchase supplies and equipment, to enter into contracts and to do all other acts necessary to perform the duties placed on the Association pursuant hereto;
- i. To protect and defend areas under the control of the Association by suit or otherwise;
- j. To employ accountants, attorneys and other professionals as required to perform any of the responsibilities of the Association;
- k. To deposit monies in the hands of the Association in accounts of banks, savings banks and similar institutions insured by FDIC or similar governmental authority.
- l. The power or authority, acting through its board, to designate a single waste collector to serve all Lots within the Property.

6.2 Membership. All Owners shall be Members of the Association. The ownership interest of an Owner in a Lot shall be the sole qualification for membership. Upon the sale or transfer of the Owner's Lot, that Owner's membership shall terminate and shall automatically transfer to the Owner's purchaser or transferee.

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6.3 Voting. The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each 1,000 square feet (or fraction thereof) of Lot Area owned by that Lot Owner.

Class B: Class B Members shall be Declarant, who shall be entitled to three (3) votes for each 1,000 square feet of Lot Area owned by Declarant. The Class B membership shall cease and be converted to Class A membership upon the earlier of (a) the date that Declarant owns no portion of the Property (including the Expansion Property) except Lot 1, or (b) January 1, 2015.

6.4 Multiple Owners. When more than one Person holds an interest in any portion of the Property, all such Persons shall be Members, but the vote for such portion shall be exercised as all Owners may determine, and all such Persons shall be considered as one Owner for voting purposes. If a Lot is owned by more than one Owner, any Owner may vote that Lot's votes unless any other Owner of that Lot objects at the time the vote is cast.

6.5 Areas to be Maintained by the Association. With the exception of any Lot Landscape Area, the Association shall maintain all Common Areas and Common Area Improvements in Westgate Commercial Center. Maintenance shall include repairs, replacements, upgrades, resurfacing, painting, re-striping, cleaning, sweeping, trash removal, and all other work and services required to perform the duties of the Association hereunder as determined by the Board from time to time.

6.6 Property Manager. The Association may retain the services of a professional property manager to carry out the duties of the Association.

6.7 Affiliates. The Board of Directors may employ or engage the services of an affiliate of any Owner or the Declarant, or contract with any such affiliate, provided (i) the compensation for the goods or services furnished to the Association shall be commensurate with the charges that would be obtainable in an arms length transaction and generally no less favorable than those provided by such affiliate to third parties for comparable goods or services in similar market areas, (ii) the terms for such compensation are set forth in a written document which also describes the services or goods to be provided and (iii) the status of the supplier as an affiliate is disclosed to all of the members of the Board.

6.8 Indemnification. Each director, officer and employee, including a property manager, of the Association shall be indemnified by the Association against any expenses or liability, including attorneys' fees, incurred while acting as such director, officer or employee to the fullest extent permitted pursuant to Article 109 of Title 7, Colorado Revised Statutes as such Article is adopted by C.R.S. §7-22-101.5.

6.9 Limitation on Liability of Directors and Officers. All directors and officers of the Association shall have the benefit of the limitations on personal liability for injury to Person or property arising out of the tort as set forth in C.R.S. §7-108-402(2), which said Section is made applicable to non-profit corporations by C.R.S. §7-22-101.5.

6.10 Limitation on Liability of Association. Notwithstanding the duty of the Association to maintain Common Areas and Common Area Improvements, the Association shall not be liable for injury or damage, other than normal costs of maintenance and repair, caused by any latent condition of the Common Areas or by the conduct of other Owners or Persons, or by casualties for which insurance maintained by the Association is not applicable.

#### ARTICLE 7 - INSURANCE

7.1 General. To the extent reasonably available, the Association shall obtain and maintain the insurance described in this Article. If such insurance is not reasonably available, the Board of Directors may determine to not provide such insurance or to provide alternative insurance. To the extent reasonably possible, all insurance shall be underwritten with companies licensed to do