

DECLARATIONS WITH RESTRICTIONS, CONDITIONS  
AND COVENANTS OF THE HILAND OFFICE PARK,  
CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO

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This agreement and Declaration is made by the undersigned Declarants, and joined in by the undersigned Secured Party, for the purpose of creating legally enforceable restrictions, conditions, and protective covenants on certain lands owned by them to be known as "HILAND OFFICE PARK" in the City of Greeley, County of Weld and State of Colorado, for the mutual benefit and protection of present and future owners of the subject property. The terms and conditions of these Declarations are as follows:

GENERAL RECITALS

1. Declarants are the owners in fee simple of the following described real property, situate in the City of Greeley, County of Weld and State of Colorado (hereafter "Subject Property"):

Lots 1-8, Block 1, and Lots 1-6, Block 2,  
HILAND PARK, a subdivision of the City of  
Greeley, Weld County, Colorado,  
Being a replat of Lots 2, 3 and 4, Block 8,  
and Lots 1 and 2, Block 9, of HILAND KNOLLS,  
a subdivision located in the Southwest Quarter  
of Section 10, Township 5 North, Range 66 West  
of the Sixth P.M., Weld County, Colorado.

2. Secured Party is beneficiary of a deed of trust on the Subject Property and joins in these Declarations to subordinate the lien of said deed of trust to these Declarations.

3. The Subject Property is zoned C-3 pursuant to the Greeley Zoning Code of 1976. Except for those uses prohibited by these Declarations, the Subject Property may be used for all purposes permitted pursuant to said zoning and these Declarations, as well as any change in the zoning classification of the Subject Property.

AGREEMENT AND DECLARATION

Incorporating the above GENERAL RECITALS, Declarants hereby agree and declare that the following Declarations shall apply to all of the Subject Property and no person shall claim an interest in, make use of or occupy all or any part thereof unless such interest, use or occupation is consistent with these Declarations and conforms in all respect thereto:

ARTICLE I

NAME

The name by which the Subject Property shall be known is HILAND OFFICE PARK.

ARTICLE II

DEFINITIONS

1. Generally: The following general rules shall apply:
  - a. Words denoting the singular may be construed as denoting the plural, and words denoting the plural may be construed as denoting the singular.
  - b. Words of one gender may be construed as denoting such other gender as is appropriate.
  - c. The word "shall" is mandatory and the word "may" is permissive.
  - d. In the event of dispute as to any words used herein, except for those specifically defined, such dispute shall be resolved in accordance with Colorado law.
2. Specific Definitions: Specific definitions are as follows:
  - a. Building: Any structure which can be used for the support, shelter or enclosure of persons or property of any kind.
  - b. Committee: Building or architectural control committee comprised of five (5) members as herein provided.
  - c. Declarants: James G. Alles, Jacquelyn Kay Calhoun, Michael Deutcher, Burdett R. Edgren, James G. Martin, Larry R. Sears, David J. Shoemaker and Mary F. Shoemaker.
  - d. Improvements: Anything constructed or installed on a lot of a more or less permanent nature, including site work.
  - e. Lot: Any subdivision or parcel of the Subject Property created by plat, deed or court order.
  - f. Owner: Each and every person who owns a fee title interest in the Subject Property.
  - g. Person: An individual, firm, company, association, society, corporation or partnership.
  - h. Secured Party: East Greeley Land Company, a co-partnership, c/o Scott Realty, 1212 8th Avenue, Greeley, Colorado 80631 and Union Colony Bank, 1700 23rd Avenue, Greeley, Colorado 80631.
  - i. Subject Property: The above-described property, except that inclusion of public streets and easements shall not cause any governmental agency or utility to be deemed an Owner for any purpose hereunder.

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ARTICLE III

LEGAL NATURE OF DECLARATIONS

1. Declarations Run With Land: These Declarations shall run with the land and the title to the Subject Property and shall bind the Declarants, their survivors, successors, heirs, personal representatives and assigns

(immediate and remote) and all persons claiming by, through or under the Declarants, including any subsequent purchasers of any part of the Subject Property, and any lessees or tenants, guests, invitees, lien claimants or any other interest holder thereof.

2. Changes in Zoning: These Declarations shall not be affected or diminished by the fact that zoning clarification or regulation may subsequently change and any permitted use under the then current zoning of the Subject Property shall be a permitted use hereunder.

3. Right of Enforcement; Expenses: These Declarations may be enforced by the Committee, by any Owner, or by the Declarants against any or all of the Owners. Enforcements may be by proceedings at law or in equity against persons violating or attempting to violate any provision hereof, and may restrain the violation or recover damages, or both. If the Committee brings or defends an action in order to enforce the Declarations, the person against whom enforcement is sought shall be liable to the Committee for its expenses in such action, including reasonable attorney fees, if the Court of proper jurisdiction rules in favor of the Committee.

4. Failure to Enforce: The failure to enforce any of the provisions hereof shall not be deemed a waiver of the right to enforce the same against subsequent violations.

5. Invalidation: Invalidation of any provision hereof by a court of competent jurisdiction shall not affect any other provision and all such unaffected provisions shall remain in full force and effect.

#### ARTICLE IV

##### EFFECT OF DEED, TRANSFER OF ANY INTEREST OR LIEN

The acceptance of a deed or any other document of transfer of any interest in the Subject Property, the creation of lien thereon or the mere act of occupancy of any part thereof shall mean that any such interested Owner or person accepts and is bound by these Declarations and any rules and regulations adopted by the Committee. No further act or instrument shall be required to so bind all such Owners or persons.

#### ARTICLE V

##### USE RESTRICTIONS AND COVENANTS

The following restrictions and covenants on use shall apply to all of the Subject Property and all Owners and any person who claims or has an interest therein:

1. General Purpose; Permitted Uses; Zoning: It is intended that the Subject Property shall be developed as a prestige office park. Except for those uses prohibited in paragraph 2 below, uses permitted by the C-3 zoning of the City of Greeley of the Subject Property are permitted uses under these Declarations, provided however, should the Subject Property be rezoned, then all uses permitted by the new zoning classification shall be permitted, with the same exceptions.

2. Prohibited Uses: Regardless of whether they are permitted uses under the zoning of the Subject Property, the following uses shall not be permitted on the Subject Property:

- window facilities.
- a. Restaurants with drive-in, carry-out or drive-up
  - b. Hotels or motels.
  - c. Night clubs, bars, lounges or taverns (this shall not prohibit the sale of beer, wine or alcoholic beverages in connection with a restaurant operation, the principle purpose of which is serving food and not beer, wine or alcoholic beverages).
  - d. Headquarters for transportation services.
  - e. Gasoline service stations.

3. Limitation on Further Subdivision or Multiple Use: None of the 13 Lots shall be further subdivided without express written approval of the Committee. Each Lot shall be devoted to a singular use as permitted by zoning and multiple uses of a Lot shall not be permitted without express written approval of the Committee.

4. Prohibition Against Offensive Activities: No noxious or offensive activity shall be conducted within the Subject Property, nor shall anything be done which may be or become an annoyance or nuisance to other Owners or be of a nature as may diminish or destroy the enjoyment of any of the Subject Property by the Owners thereof.

5. Maintenance; Right of Committee; Assessment of Costs: Each Owner shall maintain his Lot so as to prevent unclean, unsightly or unkept conditions. This includes the obligation to maintain each Lot and improvements thereon in a safe, neat and attractive condition, as well as the obligation to landscape as hereafter provided. No growth other than permitted shrubbery or trees shall be permitted to exceed twelve (12) inches in height. Should an Owner fail to so maintain a Lot and all improvements thereon, the Committee may notify him in writing requiring that he do such items as are designated to clean, maintain, repair or replace the Lot or improvements thereon within a specified time. If the Owner should fail to comply, the Committee is authorized to enter upon the Lot by all Lot Owners to do such work at the expense of the particular Lot Owner. Should the Lot Owner fail to pay such expense upon demand by the Committee, the Committee may collect such expenses from that Owner, together with all costs of collection, including attorney fees, and interest at the rate of eighteen percent (18%) from the date of expenditure. In addition to all other legal remedies, the Committee is authorized to create a lien on the Lot of such Owner in the manner provided above for mechanic's liens and to foreclose the same. For purposes of this paragraph, the Committee shall have reasonable right of access onto any Lot and shall be deemed irrevocably appointed the attorney-in-fact for all Lot Owners, without further act, to do all things reasonably necessary in carrying out the terms hereof.

6. Storage; Trash: No fuel tanks, storage receptacles or storage of materials shall be exposed to view. They may be installed only within any building, buried underground or within a screened or fenced service yard consistent with these Declarations. Each Owner shall provide adequate receptacles for garbage or trash consistent with the above. No rubbish, debris, ashes, trash or garbage of any kind shall be placed or permitted to accumulate on any Lot.

7. Condition of Committee Approval: No construction, improvement, alteration or site work shall be commenced on any Lot until approval of the plans and specifications therefor is given by the Committee in accordance with the procedures set forth in Article VI hereof.

8. Site Work: Dramatic changes in existing grade and height of the ground shall not be permitted except for extremely good reason.

9. Utilities: All utilities shall be placed underground from established utility locations with the minimum disruption of existing streets and utilities.

10. Landscaping: Landscaping shall be required on the Subject Property, applicable standards for Committee approval are:

a. Types: "Landscaping" means customary landscape treatment, including some of the following: trees, shrubs, flowers, grasses and other cultivated ground cover, and decorative rocks, gravel, bark and woodchips.

b. Minimum Requirements on Developed Lots: Within six (6) months of completion of a building on a Lot, at least twenty percent (20%) of the Lot area shall be landscaped.

c. Undeveloped Lots: Within twenty-four (24) months of installation of streets, curbs and gutters, all lots shall be maintained with suitable grasses for perennial ground cover, unless and until a building is constructed, at which time the other provisions hereof shall be applicable.

d. Required Frontage Landscaping: Some of the total landscaping required for any Lot shall be along street frontages within the particular Lot. The depth of the frontage landscaping need not exceed the set back requirement, but shall have a minimum depth of five (5) feet.

e. Limitations at Intersections: Landscaping shall preserve reasonable sight distances at intersections of a street or driveway entrance to a street.

f. Distribution of Landscaping: Landscaping, other than the required landscaping along frontages, shall be effectively distributed throughout the balance of the Lot, such as using the same for providing breaks in parking areas.

11. Signage: The size, materials, location, content, lighting and operation of all signs shall first be approved by the Committee. Applicable standards are:

a. Traffic control signs which comply with the City of Greeley and the State Highway Department criteria may be erected as required.

b. No signs shall be installed on buildings other than address signs or directional entrance signs.

c. A reasonable number of low level directional signs may be erected to facilitate parking and visitor access. Such signs shall not exceed eight (8) square feet in size and the letters thereon shall not exceed ten (10) inches.

d. Other than as provided in subparagraphs a, b and c, all signs shall: be free standing, be no larger than 40 square feet per face, have no more than one face in any direction, have no more than four faces and stand no more than 8 feet off the ground measured from the normal ground elevation (before berming or other landscape alterations) to the top of the complete sign structure.

e. Except as provided in subparagraph b, all signs shall be at least ten (10) feet back from the lot line, street right-of-way and the nearest point of the building.

f. No sign shall utilize moving parts, flashing, oscillating or moving lights. All illuminated signs shall be indirect or derive light from a concealed source (i.e., no exposed bulbs, tubing, etc.) Properly mounted and shielded ground floods may be used to light signs. Lights shall not unduly illuminate adjacent lots or buildings.

12. Lighting: Free-standing light poles shall not exceed 24 feet in height from the base at ground level and shall be of steel or aluminum construction. All illumination from such poles shall not unduly illuminate adjacent lots or buildings. No moving or obtrusive lighting shall be permitted.

13. Curb Cuts; Driveways; Parking: Vehicular access and parking structure shall first be approved by the Committee. Applicable standards are:

a. Only one curb-cut per lot shall be permitted unless the owner demonstrates a good and sufficient need for an additional cut in the development of the lot and the Committee approves the same.

b. Driveways shall be no greater than 24 feet in width unless the Committee otherwise approves. All driveways shall be of asphalt paving or concrete.

c. All parking areas shall be of asphalt paving or concrete. Sufficient parking shall be provided within each lot to take care of all employees and visitors under normal business conditions for that lot. When developed, each lot shall provide at least sufficient off-street parking to meet the then current Greeley standard (presently a minimum of one parking space for each 300 square feet of gross floor area within the building). No large trucks shall be allowed on the premises other than for loading or unloading deliveries. Non-operable or abandoned vehicles shall not be allowed on the premises for more than 24 hours.

14. Fencing: Fencing shall be discouraged except for limited screening purposes.

15. Buildings: Buildings shall be first approved by the Committee. Applicable standards are:

a. Exterior colors shall be limited to muted color shades, preferably of natural or earth tones such as brown, gray or green. Use of pastel colors is prohibited.

b. All exterior walls (including retaining walls or planters) shall be composed of (or faced with) brick, masonry, stucco, wood, glass, or any combination thereof, except that block masonry cannot exceed 50% of the exterior surface area of any wall. Limited steel or aluminum facing systems or window framing may be used for architectural esthetics. Steel buildings must be completely covered with permissible materials.

c. Roofs with sufficient pitch so as to be exposed, shall be finished with cedar shakes or cedar shingles.

d. All exterior heating, air conditioning or venting devices shall be shielded from public view by raised parapets or enclosures of permissible materials.

e. The building shall be constructed as one unit and no more than one building shall be constructed on each lot unless otherwise approved by the Committee.

f. On Lots 1 through 8 of Block 1 and Lots 2, 5 and 6 of Block 2, no building shall exceed 12 feet in height measured from the highest ground elevation on the particular lot to the highest point of the building (whether roof-line, building accessory or structure of any type). On Lots 1, 3 and 4 in Block 2, the building height shall not exceed 24 feet measured in the same manner.

16. Completion of Construction: The exterior of all buildings and other structures shall be diligently completed within one year after commencement of construction, unless completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. In such event, extensions may be granted by the Committee. All construction sites shall be neatly maintained and kept safe.

17. Temporary Structures: No structure of a temporary character shall be placed upon any lot at any time except shelter customarily used by a contractor during construction. Such permitted temporary shelter shall not be used for any other purpose or permitted to remain on the lot after completion of construction.

18. Destruction of Improvements: In the event any structure is wholly or partially destroyed by casualty, such structure shall either be promptly rebuilt to conform with these covenants, or all remaining portions of such structure, including foundations and all debris, shall be promptly removed from the property.

## ARTICLE VI

### BUILDING COMMITTEE

1. Authority: The committee shall have the exclusive authority to approve or disapprove any construction, improvements, alteration or site work on any lot within the Subject Property pursuant to these Declarations, to grant any variance to these Declarations, such other powers and duties as are necessary to carry out the intention of these Declarations, and such other authority as may be expressly delegated to it by the Owners.

2. Committee Membership: The committee shall consist of five (5) members and the initial Committee membership shall be comprised of James G. Alles, Jacquelyn Kay Calhoon, Michael Deutcher, Burdett R. Edgren and Larry R. Sears.

3. Qualifications: Committee members shall be Owners of a lot. If lot is owned by a business entity, an officer, director, manager, partner or joint venturer of the entity shall qualify.

4. Term: The term for Committee members shall be set by the Committee, but shall not be less than one year unless a member is appointed to fill an unexpired term. If the term is more than one year, the term of different members should be staggered so that all members are not elected in the same year.

5. Vacancies: Committee vacancies caused by death, resignation, removal or other inability to serve shall be filled by appointment of the



Committee to serve the unexpired term, provided that any vacancy of Declarant shall be filled by another Declarant, if possible, until all Lots have been sold.

6. Committee Quorum and Voting Requirements: A simple majority of the Committee members shall constitute a quorum and a simple majority vote of those attending shall be required for passage of all motions unless a larger majority is specifically required.

7. Officers; Procedures; Notices: The Committee shall select one of their number as chairman and one as secretary. The Committee may adopt reasonable rules and regulations or bylaws for the operational procedures of the Committee, including notice requirements and procedures for the conduct of meetings and elections.

8. Change of Committee Membership upon Sale of Lots: As the Declarants make sales of Lots to new Owners one of the Declarants shall be replaced by a new Owner through an election of the new Owners as follows:

a. After the first 3 Lots are sold, one new Owner shall be elected to replace a Declarant.

b. After the next 3 Lots are sold, another new Owner shall be elected to replace a Declarant.

c. After the next 3 Lots are sold, another new Owner shall be elected to replace a Declarant.

d. After all of the Lots are sold, the final 2 members shall be elected by all Owners to replace the remaining Declarants.

A Declarant may qualify as a new Owner if he or she purchases a Lot from the Declarants. In all elections provided herein all Owners who purchased from Declarants shall qualify or be elected and all shall be entitled to vote in each election. Elections shall be held within 60 days of the sale which triggers the election.

9. Owner Voting: Each Lot Owner shall be entitled to one vote for each Lot owned. If ownership is in undivided interests or is fractionalized, each interest or fractional Owner shall be entitled to that fraction of vote equal to the interest owned, with the division of ownership presumed equal unless otherwise stated in the record conveyance.

10. Proxy Voting: Proxy voting by Owners or Committee members is permitted only if the proxy is in a writing which states the vote on the particular issue, signed by the voter and delivered to the Chairman (or acting Chairman) of the Committee before the vote.

11. Delegation of Authority: The Committee may delegate some or all of its powers and duties to one or more individual members of the Committee or some other agent or representative in writing. In such event, the person or persons so delegated shall have such authority to act for the Committee as is specified in the written delegation.

12. Authority to Hire; Costs: The Committee has authority to hire or retain such professionals or other persons as it deems necessary for the purposes of performing its function. The costs of the Committee operations may be assessed to all Owners pursuant to paragraph 17, but the Committee shall also have the power to require the Owner submitting matters



to it for approval to pay reasonably necessary costs of the Committee in reviewing the same. The Committee may require the submission of these costs prior to their review and as a necessary condition thereof. Any excess shall be returned but the Owner shall remain liable to pay any additional expense if prepayment is insufficient.

13. Required Committee Approval: No construction, improvement, alteration, landscaping or site work shall be commenced on any Lot until approval of the plans and specifications therefor is given by the Committee in accordance with the procedures set forth hereafter.

14. Procedure for Approval of Plans: Any Owner seeking approval of intended work shall submit to the Committee the following information in writing:

a. Sufficiently detailed plans for all proposed improvements of all types, which shall include outline specifications designating sizes, dimensions, materials, structural systems and samples of exterior colors and materials.

b. Site plan showing the location and design of all buildings, fences, driveways, roadways, parking areas, loading areas, sidewalks, signs and utility locations and easements, indicating the dimensions thereof.

c. If separate, a site plan showing all grading, drainage design, landscaping, and screens and irrigation.

d. Estimate of maximum number of employees or occupants for the proposed development and description of said development.

e. If required, payment of anticipated Committee costs.

f. Any other information as may be reasonably required by the Committee in order to insure compliance with these Declarations.

If the submittal is deemed insufficient by the Committee, it shall advise the applicant in writing of what additional matters are required. Within thirty (30) days after a satisfactory submittal to the Committee, together with any required prepayment of costs, the Committee shall either approve or disapprove said plans. Any disapproval shall specify the grounds therefor in writing, and, if practical, a summary of changes which would enable the plans to be approved. The failure of the Committee to act within said thirty (30) days shall constitute an approval of the plans, so long as the same are not in violation of these Declarations. Any approval given shall not constitute a warranty that any building is in compliance with governmental rule or regulation.

15. Variations: Upon written application detailing good and sufficient grounds, the Committee shall have the power to grant exceptions or variations to the requirements of these Declarations, after due notice and hearing at which all Owners of Lots within the Subject Property shall have the opportunity to be heard and present evidence. A variance or exception may then be granted only by affirmative vote of at least four (4) Committee members when the variance or exception is reasonably consistent with the intent and purposes of these Declarations and not materially detrimental or injurious to other properties within the Subject Property. Any such variance shall not be deemed a waiver of the same requirement in any other instance.

16. Liability; Indemnification: The Committee, or any member thereof, shall not be liable, individually or as a group, to Owners or other interested persons for errors in judgment, negligence or otherwise, unless guilty of willful misconduct, bad faith or malicious intent.

17. Power to Assess; Possible Lien: For purposes of paying necessary Committee expenses, including expenses incurred in the enforcement of these Declarations, the Committee shall have the power to assess the Owners on a per Lot basis. Such assessment shall be in writing and due within fifteen (15) days, unless otherwise stated. Should a Lot Owner fail to pay such assessment, the Committee may collect such assessment from the Owner, together with all costs of collection including reasonable attorney fees and interest at the rate of eighteen percent (18%) from the due date. In addition to all other legal remedies, the Committee is authorized to create a lien on the Lot of such Owner in the same or similar manner provided for a mechanic's lien and to foreclose the same.

ARTICLE XII

TERMINATION: TERM OF DECLARATIONS: NO PARTITION

These Declarations may be terminated at any time by unanimous written agreement reciting the intention to terminate them which is executed and acknowledged by all of the then Owners of the Subject Property. Upon recordation thereof, these Declarations shall terminate. Otherwise, and subject to any amendment, these Declarations shall remain effective for a period of twenty (20) years from the date of recordation, and shall be automatically extended thereafter for successive 10-year periods, unless a notice of termination is executed and acknowledged by the Owners of sixty-seven percent (67%) or more of the Lots and recorded with the Weld County Clerk and Recorder's Office prior to the expiration of the relevant time period. No partition is permitted during the term or any renewal.

ARTICLE XIII

AMENDMENTS

These Declarations may be amended by an affirmative vote of the Owners of at least sixty-seven percent (67%) of the Lots within the Subject Property in favor of any proposed written amendment. Such amendment shall be effective upon recordation, executed and acknowledged by the Owners of at least sixty-seven percent (67%) of the Lots.

ARTICLE IX

JOINDER AND SUBORDINATION

Secured Party joins in these Declarations and subordinates its lien or encumbrance to them. Any sale under foreclosure (or threat of foreclosure) of the lien shall be subject to these Declarations.

EXECUTED and delivered this 8 day of October, 1981.

DECLARANTS:

James G. Alles  
JAMES G. ALLES

Jacquelyn Kay Calhoun  
JACQUELYN KAY CALHOON

Michael Deutcher  
MICHAEL DEUTCHER

Burdett R. Edgren  
BURDETT R. EDGREN

James G. Martin *As Attorney In Fact*  
JAMES G. MARTIN

Larry R. Sears  
LARRY R. SEARS

David J. Shoemaker  
DAVID J. SHOEMAKER

Mary F. Shoemaker  
MARY F. SHOEMAKER

SECURED PARTIES:

UNION COLONY BANK

By: Kristin Nyatt, Assoc. Officer  
Authorized Signature

EAST GREELEY LAND CO., a General Partnership

By: Ernest B. Smith  
General Partner

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 8th day of October, 1981, by JAMES G. ALLES, JACQUELYN KAY CALHOON, MICHAEL DEUTCHER, BURDETT R. EDGREN, JAMES G. MARTIN, LARRY R. SEARS, DAVID J. SHOEMAKER and MARY F. SHOEMAKER, doing business as HILAND PARK DEVELOPERS, a joint venture.   
I, Shirley Richardson, Notary Public, do hereby attest to the foregoing and witness my hand and official seal.



Shirley Richardson  
Notary Public  
1221 5th Ave.  
Greeley, Colo. 80631

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me by William J. Hyatt  
as Loan Officer of UNION COLONY BANK,  
this 10 day of October, 1981.



WITNESS my hand and official seal.

Mary Ozaki  
NOTARY PUBLIC, 1701 23rd Ave.  
Greeley, Colo. 80631

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me by Ernest B. Scott,  
as Managing Partner of EAST GREELEY LAND CO.,  
this 8th day of October, 1981.



WITNESS my hand and official seal.

Stella M. Hoke  
NOTARY PUBLIC,  
1517 8th Ave.  
Greeley, Colo. 80631



**EXHIBIT B  
 TO  
 DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR  
 HILAND PARK OFFICE COMPLEX**

**ALLOCATION OF INTERESTS**

The percentage of liability for Common Expenses of the Association are allocated as set forth below. Only Assessable Units shall be used in calculating the share of liability. Each Assessable Unit shall be liable for its pro rata share of Common Expenses. Building Envelopes A/B, C and E/F shall each be counted as two (2) Units for purposes of calculating the pro rata share. The votes in the Association are allocated as set forth below. Voting is not restricted to Assessable Units.

Unit Designation	Share of Common Expense Liability When All Units Are Assessable Units	Voting Interest
Building Envelope A / B	<i>HARR</i> 2/7 <i>VACANT</i>	2 votes 1
Building Envelope C	2/7 <i>NCMC</i>	2 votes
Building Envelope D	1/7 <i>1ST MZG / KAU</i>	1 vote
Building Envelope E / F	<i>WAGON</i> 2/7 <i>HALL</i>	2 votes
TOTAL	100%	7 votes