

Foresight Park Declaration/CC&Rs Amendment Action/Response Needed by May 16, 2024

Dear Foresight Park Association Owner/s:

In 2023, the Association sent the Owner/s a copy of the Amended Declaration for the Association with the request that if Owner/s wanted any revisions, to submit them for the final draft to be voted on in 2024. There was no response from the Owner/s and the Association now needs your vote to Amend the Declaration.

Included in this packet is a copy of the Declaration and a Proxy form to vote on approval of this updated document. The Proxy will remain open until the Annual Meeting on May 16, 2024. More information will be sent in the coming months for Meeting details.

The Proxy has the Board of Directors listed on the form in order for you to return the form by filling out the remainder of it to simply approve the new Declaration. If you wish to add your own name of the name of a person to represent you at the Annual Meeting, simply cross out The Board of Directors and fill in the name of your Proxy. Even if you plan to attend the Annual Meeting, it is imperative that you vote and return your Proxy form to the Association at contact@hoaservicesco.com or by mailing to HOAServices, C/O Foresight Park HOA, 607 S. 7th St. Grand Junction, CO 81501.

The form votes in the affirmative, in that 67% of the owners' proxies are needed to approve the Declaration. If you do not want to approve the Declaration, simply ignore this letter and do nothing, as a lack of response is the same as a no vote.

Thank you for your time and assistance in maintaining the commercial values of your Association.

The Board of Directors
& Your HOA Mgmt. Team

HOAServices 607 S. 7th St.
Grand Junction, CO 81501
contact@hoaservicesco.com

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR FORESIGHT PARK FOR INDUSTRY, FILING NO. THREE**

Recitals

A. The Declaration of Protective Covenants for Foresight Park for Industry, Filing No. Three (“Declaration”) was recorded in the real property records of Mesa County, Colorado, on August 11, 1981, at Book 1327, Page 885.

B. By vote of the Owners, the Declaration was amended by the Amendment to the Declaration of Protective Covenants for Foresight Park for Industry, Filing NO. Three, Mesa County, Colorado, which was recorded the real property records of Mesa County, Colorado, on _____, at Reception No. _____, to extend its effective date to May 2, 2042.

C. The Owners and Board of Directors of the Association, by this Amended and Restated Declaration of Protective Covenants for Foresight Park for Industry, Filing No. Three, desire to place upon the Property, defined and described therein, certain covenants, conditions, and restrictions, obligations, liabilities and other charges set forth herein for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for a nonresidential industrial park.

NOW, THEREFORE, the Owners adopt this Amended and Restated Declaration of Protective Covenants for Foresight Park for Industry, Filing No. Three so that all Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, obligations, liabilities, and other provisions set forth herein.

ARTICLE I - Purpose

PURPOSE: FORESIGHT PARK FOR INDUSTRY, FILING NO. THREE, is hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the aforesaid land and each and every parcel thereof, to ensure proper use and appropriate development and improvement of said premises so as to:

- (a) Provide in the Grand Junction area attractive sites for industrial location;
- (b) Protect the Owners and tenants of building sites against such improper use of surrounding premises and buildings as will depreciate the value of their property;
- (c) Guard against the erection thereon of structures built of improper or unsuitable materials, or with improper quality and methods of construction;

- (d) Ensure adequate and reasonable development of said property;
- (e) Encourage the erection of attractive permanent improvements appropriately located to prevent an inharmonious appearance and function;
- (f) Provide adequate off-street parking space and loading facilities; and
- (g) Contribute to the economic development of the Grand Junction area specifically, Western Colorado generally, and provide a harmonious development that will promote the general welfare of the community's occupants and property Owners of the aforesaid subdivision.

ARTICLE II - Definitions of Terms

The following terms and words as used hereinafter shall be defined as follows:

- (a) Foresight Park for Industry – shall mean and include the subdivision in Mesa County, Colorado, known as Foresight Park for Industry, Filing No. One, Foresight Park for Industry, Filing No. Two, and Foresight Park for Industry, Filing No. Three, together with any subsequent filing or filings of Foresight Park for Industry to which these Protective Covenants may hereinafter be extended pursuant to the terms of these Protective Covenants.
- (b) Building site – shall mean a plot of land, the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the next subsequent Owner thereof. A building site may also be established by Declarant by an instrument in writing executed, acknowledged and recorded by the Declarant which designates a plot of land as a building site for purposes of these Protective Covenants. If two or more building sites, as defined hereinabove, are acquired by the same Owner in fee, such commonly owned building sites may, at the option of said Owner be combined and treated as a single building site for purposes of these Protective Covenants, provided that where two or more building sites are so combined, the location of the improvements shall always be subject to the prior written approval of the Architectural Control Committee.
- (c) Board of Directors – shall mean the Board of Directors of the Foresight Park Owners Association, Inc.
- (d) Association – shall mean the Foresight Park Owners Association, Inc.
- (e) Property – Shall mean that property shown and described on the Foresight Park for Industry Filing No. Three recorded in the records of the Mesa County Clerk and Recorder at Reception No. 1265596.

- (f) Declarant – shall mean Colorado West Improvements, Inc., and any other party or parties hereinafter designated as a Declarant for purposes of the Declaration or these Protective Covenants in any deed to such a party or parties from a Declarant.
- (g) Protective Covenants: shall mean this Amended and Restated Declaration of Protective Covenants for Foresight Park for Industry, Filing No. Three.
- (h) Improvement – shall mean and include all construction and work necessary or appurtenant to conditioning a building site for occupancy for a permitted use and shall include but not be limited to buildings, parking areas, driveways, access roads, loading areas, sign, utilities, fences, lawns and landscaping.
- (i) Owner – shall mean the party or parties owning fee title to a building site.
- (j) Street – shall mean a right-of-way dedicated to the public for use as a public street.
- (k) One parking space – shall mean an area measuring 8.5 feet by 20 feet or more.
- (l) Parking Area – shall mean that area occupied by parking spaces together with adequate ingress, egress and circulation to the parking spaces.
- (m) Front lot line – shall mean the boundary line of a building site which abuts upon any street.
- (n) Side lot line – shall mean any boundary line of a building site which is not a front lot line, but which extends to a front lot line.
- (o) Rear lot line – shall mean the line opposite and most distant from the front lot line.
- (p) Front yard – shall mean the space between the front lot line and a line parallel thereto and sufficiently removed therefrom to satisfy the front yard requirements set forth in paragraphs (a) and (e) of Article III.
- (q) Side yard – shall mean the space between a side lot line and the building.
- (r) Rear yard – shall mean the space between the rear lot line and a line parallel thereto and sufficiently removed therefrom to satisfy the rear yard requirements set forth in paragraphs (d), (e) and (f) of Article III.

ARTICLE III - Permitted Uses and Performance Standards

- (a) No noxious or offensive trades, services or activities shall be conducted on the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners of the other building sites or their tenants by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.
- (b) Building sites shall be used for nonresidential purposes only and shall be used for engineering, research facilities, laboratories, light industrial uses, offices, warehousing, supportive service facilities and such other uses as the Architectural Control Committee shall determine in its sole discretion to be in harmony with the purposes and development of the Foresight Park for Industry, Filing No. Three.

ARTICLE IV - Required Yards

- (a) All building sites shall have front yards of not less than 35 feet which shall remain free of buildings and structures, open storage and loading and parking areas, except that up to 20 percent of a front yard may be devoted to customer parking spaces with the prior written approval of the Architectural Control Committee.
- (b) All building sites shall have side yards of not less than 15 feet on each side of the buildings, and no buildings or structures shall be permitted in the side yards, provided, however, that where buildings on contiguous building sites are planned as an integrated architectural unit, side yard requirements may be varied with the prior written approval of the Architectural Control Committee.
- (c) No fence or wall (other than a retaining wall) shall be permitted to be constructed within the front yard or side yards except upon prior written approval of the Architectural Control Committee.
- (d) All building sites shall have rear yards of not less than 25 feet. No buildings or structures shall be permitted in rear yards except that fences or walls may be permitted, subject to prior written approval of the Architectural Control Committee.
- (e) In the case of building sites having more or less than four sides, the Architectural Control Committee shall determine the required yards with respect thereto in a manner which said Committee deems to be consistent with the intention of the foregoing provisions of this Article IV, and the decision of the Architectural Control Committee in such cases shall be final.

ARTICLE V - Street Parking

- (a) No parking shall be permitted on any street or access road, either public or private, or at any other place than the paved parking spaces provided for and described hereinbelow, and each Owner and tenant shall be responsible for compliance by its employees and visitors.

ARTICLE VI - Off-Street Parking and Loading

- (a) Adequate off-street parking shall be provided by each Owner and tenant for customers and employees. The minimum standards shall be the total of the following:
 - 1. One parking space for each one and a half employees per shift based on largest shift employment.
 - 2. One parking space for each 200 square feet of gross floor space in commercial retail or service use.
- (b) Each Owner shall also provide adequate paved space for the circulation of traffic in the parking areas, which shall not be a part of the off-street parking space required under subparagraph (a) above.
- (c) Each Owner shall provide access roads to the street, which shall not be a part of the off-street parking required under subparagraph (a) above. Access points from the street to the building site shall have a maximum width of 26 feet per access point.
- (d) Adequate off-street loading and maneuvering space shall be provided for every use, which shall not be a part of the off-street parking space required under subparagraph (a) above.
- (e) Truck loading and receiving areas shall not be permitted in the front yard of a building, provided that the Architectural Control Committee may approve such necessary areas in the front yard of a building when the facilities are so screened as not to be visible from the public street in front of the building.
- (f) All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage.

ARTICLE VII - Landscaping, Outside Storage and Maintenance

- (a) Building sites shall be landscaped in accordance with a plan submitted to and approved in writing by the Architectural Control Committee. Such landscaping shall include sodding, planting of trees, shrubs and other customary landscape treatment for the entire site, including adequate screening of parking areas.
- (b) The landscape development, having once been installed, shall be maintained in a neat and adequate manner which shall include lawns mowed, hedges trimmed, watering when need, removal of weeds from planted areas and replacement of nursery stock if required.
- (c) The approved plan for landscaping the site may not be altered without submitting the revised plan for written approval of the Architectural Control Committee.
- (d) All materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature, stored outside shall be screened, such screening to be approved by the Architectural Control Committee.
- (e) Each Owner and tenant shall keep its premises, buildings, improvements and appurtenances in a safe, clean, neat, wholesome condition, and shall comply in all respects with all government, health and police requirements. Each Owner and tenant shall remove at its own expense any rubbish or trash of any character which may accumulate on its property and shall keep non-landscaped areas mowed. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators.

ARTICLE VIII - Utility Connections

All electrical and telephone connections and installations of wires to buildings shall be made underground from the nearest available power source. No transformer shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the land, and where placed on the surface shall be adequately screened and fenced, and all such installations shall be subject to the prior written approval of the Architectural Control Committee.

ARTICLE IX - Signs – Advertising Space

- (a) Purpose and Scope: To create the uniform application of a signage visible to any person while in or passing by Foresight Industrial Park. This applies to freestanding signs, those affixed to structures, directional signs, or signs within a building's glass frontage.

To create reasonable standards for maintenance that ensure the aesthetics and integrity of the Foresight Industrial Park are maintained.

- (b) Enforcement: Owners are required to submit all sign designs for review and approval of the Architectural Control Committee.

- (c) Types of Signage Allowed:

1. On Single Use Buildings:

a. Two free standing or wall building signs shall be allowed. The total square footage of two signs shall not exceed 70 square feet with a width to height ratio not less than 65/35.

b. Any single building sign shall not be larger than 50 square feet with a width/height ratio not less than 65/35.

2. On a Multiple Use Building:

a. Two free standing or wall building signs shall be allowed. The total square footage of two signs shall not exceed 70 square feet with a width to height ratio not less than 65/35.

b. Each tenant space shall be allowed to place either a window sign or building sign above their space of up to 10 square feet.

c. Where no building sign is elected, the tenants of that building may proportionally place either window or building signs above their space where all signs do not exceed 70 square feet.

- (d) Building and Tenant Sign Restrictions:

1. Signs must comply with City of Grand Junction Code requirements.

2. The height of any free-standing sign shall not exceed 6.5 feet. Mounding shall be included in the height of the sign and measured from average ground level at the structure.

3. The material for the base of the sign should be the same or similar material to that used in the building's exterior structure.
 4. When base material is dissimilar from the material used in the building's exterior structure, the square footage of the sign's base material shall be included in the overall square footage of the sign.
 5. Temporary signs for new businesses shall be allowed for six months after the new business occupies a building space.
 6. Freestanding sign placement on a site shall not interfere with driver viability at intersections, driveways, or where streets/lanes merge. Judgement here shall reside solely with the Architectural Control Committee.
 7. One name plate sign, not more than 15 square feet, identifying the permitted use shall be permitted on each building site.
 8. One advertising sign, not more than 15 square feet, identifying the product or service provided by the business shall be permitted.
- (e) Directional signs: Shall be allowed as reasonably necessary for the safe ingress/egress of vehicles and pedestrians. No directional sign shall be larger than three square feet.
- (f) Prohibited Signs:
1. Signs that flash, change color, move, or have internal animated effects are prohibited.
 2. Signs that imitate an official traffic sign used by the city, state or county, are prohibited.
- (g) Prior Approval: Owners and tenants must receive written approval from the Architectural Control Committee before installing, erecting, or placing any sign on a building or building site. The Owner or tenant must submit plans for all proposed signs, including details of design, materials, location, size, height, color, and lighting to the Architectural Control Committee for approval.
- (h) Association Sign: The provisions with respect to signs contained in this Article IX shall not apply to signs identifying the Foresight Park for Industry, nor to temporary signs related to construction, sale or lease of land or buildings in Foresight Park for Industry, Filing No. Three, provided that such temporary signs are approved by the Architectural Control Committee.

ARTICLE X - Owners and Tenants Association

There is hereby established the Foresight Park Owners Association, Inc., also known as the Owners and Tenants Association for Foresight Park for Industry, Filing No. Three, sometimes referred to as the "Owners and Tenants Association" and "the Association". Each fee Owner of land in Foresight Park for Industry, Filing No. Three, including Declarant, shall be a member. Each fee Owner shall be entitled to one vote in the Association for each full 10,000 square feet of land owned in Foresight Park for Industry, Filing No. Three. Each fee Owner may assign any vote to which he is entitled to his tenant or tenants on such terms as they may agree upon, and while any tenant is entitled to a vote, he or it shall be deemed a member of the Association in the place of the fee Owner to the extent of the vote or votes assigned.

The Association is formed to provide for the enforcement of these Protective Covenants, maintenance, improvement and beautification of areas and facilities of Foresight Park for Industry, Filing No. Three, used in common such as outlots in streets, street-lighting, and park and open areas, and to undertake such other activities as are related to maintaining Foresight Park for Industry, Filing No. Three, as a desirable development for members of the Association. The Association shall cause to be organized or designated some legal entity or nominee which shall be authorized to hold title to real property. Such legal entity or nominee shall accept and retain legal title to those islands in the street system of Foresight Park for Industry, Filing No. Three, which are shown on the plats of the subdivisions comprising Foresight Park for Industry, Filing No. Three, as outlots, and to such other open or park areas as may hereafter be deeded thereto by Declarant. Such legal entity or nominee shall hold such legal title for the use and benefit of the members of the Association. The Association shall be responsible for the maintenance and upkeep of such outlots and open or park areas, and any improvements thereon. The Association shall pay, or arrange for payment directly by its members on an equitable basis, for such utility services as may be required for street lighting, water fountains, sprinkler system and other uses in connection with such commonly used facilities. To these ends set forth hereinabove, the Association may assess its members, provided that such assessments are made upon affirmative vote of not less than two-thirds of all votes then outstanding among all members of the Association, and provided further that the amount of such assessment shall be made against the members in direct proportion to the number of votes which each has. Such assessments shall not constitute a lien against property owned or leased by the members but shall constitute a debt owned by them to the Owners and Tenants Association.

The Association may establish its own By-Laws for the conduct of its affairs, which shall include reasonable notice to each member prior to any meeting. Decisions of the Association shall be by majority of votes cast at any meeting, except as otherwise provided hereinabove.

ARTICLE XI - Architectural Control Committee

There is hereby established an Architectural Control Committee which shall consist of three members. The Committee may be expanded to five members by vote of the Board of Directors. The Board of Directors shall appoint the members of the Architectural Control Committee. The term of office of the members of the Architectural Control Committee shall be for one year, and shall run from the 1st day of June each year, through the 31st day of May of the succeeding year. In the event of the death, retirement, incapacity or temporary absence of a committee member, the Board of Directors may appoint a successor member, or in the event such absence is temporary, a temporary successor.

A Chairman of the Architectural Control Committee shall be selected annually by majority vote of the members. The Chairman, following election, shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting, setting forth the place and time of said meeting, which notice may be waived, however, by any member or members. In the event of the death, retirement, incapacity or temporary absence of the Chairman, the remaining members shall appoint or elect a successor, or if the absence is temporary, a temporary successor.

While the Architectural Control Committee consists of three members, the vote of two members, shall constitute the action of the Architectural Control Committee on any matter before it. If the Architectural Control Committee consists of five members, the vote of three members, shall constitute the action of the Architectural Control Committee on any matter before it.

No building, improvement or landscaping shall be erected, placed or altered on any building site nor shall any construction be commenced thereon until plans for such building or other improvement or landscaping have been approved by action of the Architectural Control Committee, provided that improvements and alterations which are completely within a building may be undertaken without such approval. The Architectural Control Committee shall exercise its best judgment to see that all buildings, improvements and landscaping conform and harmonize with existing structures and landscaping at Foresight Park for Industry, Filing No. Three, as to external design, quality and type of construction, materials, color, siting, height, grade and finished ground elevation, and the actions of the Architectural Control Committee through its approval or disapproval of plans and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

The Architectural Control Committee shall reply to all submittals of plans made in accordance herewith in writing within thirty days of receipt thereof. Where prior written consent or approval of the Architectural Control Committee is required under these Protective Covenants with respect to construction, installation or location of any building or

other improvements or landscaping, such improvement shall conclusively be deemed to have been constructed installed or located in compliance with these Protective Covenants unless a legal action shall be commenced objecting thereto within thirty days of the completion of such construction, installation or location.

All communications and submittals shall be addressed to the Architectural Control Committee for Foresight Park for Industry, Filing No. Three in care of Foresight Park for Industry, Filing No. Three, to any such address as the Chairman of the Architectural Control Committee shall hereafter designate in writing addressed to Owners and tenants of land in Foresight Park for Industry.

The following information shall be submitted in digital format to the Architectural Control Committee in connection with its consideration of any plans:

- (a) Architectural plans for the proposed building or buildings, which shall include outline specifications designating materials and mechanical, electrical and structural systems, and samples of external colors.
- (b) A site plan for traffic engineering analysis, showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks.
- (c) A grading plan and a planting plan, including screen walls and fences, for analysis of adequacy of visual screening, erosion control, drainage and landscape architectural design.
- (d) A site plan showing utilities and utility easements.
- (e) An estimate of the maximum number of employees contemplated for the proposed development.
- (f) Plans for all signs to be erected, including details for signs, materials, locations, design, size, color and lighting.
- (g) A description of proposed operations in sufficient detail to permit judgment of the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard radiation, radioactivity, electrical radiation or liquid wastes that may be created.
- (h) A description of proposed operations in sufficient detail to permit judgment as to whether or not they are permitted uses under the terms of then existing zoning ordinances, and these Protective Covenants.

- (i) Any other information as may be required by the Architectural Control Committee in order to ensure compliance with requirements contained herein.

Neither the Architectural Control Committee, nor any member, employee or agent thereof shall be liable to any Owner or tenant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence or non-feasance, arising out of or in connection with the approval, disapproval, or failure to approve any such plans for any other action in connection with its or their duties hereunder. Likewise, anyone so submitting plans to the Architectural Control Committee for approval, by submitting such plans, and any person when he becomes an Owner or tenant, agrees that he or it will not bring any action or suit to recover any damages against the Architectural Control Committee, or any member, employee or agent of said Committee.

ARTICLE XII - Buildings

Construction or alteration of all buildings in Foresight Park for Industry shall meet the standards provided in these restrictions:

- (a) Any building erected on the premises shall be designed by a licensed architect or engineer.
- (b) No buildings or other structures, or combination of buildings or structures, shall be erected, altered, placed or maintained on the premises which shall occupy more than 50 percent of the land area of a building site. The combined area of the buildings, structures and parking areas on any building site shall not exceed 70 percent of the area of the building site.
- (c) No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is screened, covered and installed in a manner which shall first have been approved in writing by the Architectural Control Committee.
- (d) During construction, all building sites shall be kept cleaned up on a daily basis, and all trash, rubbish and debris removed therefrom after any construction work is done thereon.

ARTICLE XIII - Duration and Amendment

- (a) These Protective Covenants, and any amendments hereto, shall remain in effect until May 2, 2042, unless sooner terminated as hereinafter provided.
- (b) These Protective Covenants may be amended from time-to-time hereafter, or terminated, by an instrument in writing executed and acknowledged by all

Declarants then owning land in Foresight Park for Industry, Filing No. Three, and by Owners of more than one-half of the acreage of Foresight Park for Industry, Filing No. Three, other than acreage owned by Declarant. At such time as no Declarant shall own land in Foresight Park for Industry, Filing No. Three, these Protective Covenants may be amended, or terminated, by an instrument in writing executed and acknowledged by Owners of more than two-thirds of the acreage in Foresight Park for Industry, Filing No. Three. Amendments made pursuant to the provisions of this Article XIII (b) shall inure to the benefit of and be binding upon the Owners of all land in Foresight Park for Industry, Filing No. Three, the Declarant, and any others having an interest therein, as tenants or otherwise, their respective heirs, successors and assigns.

- (c) Notwithstanding anything herein to the contrary, these Protective Covenants, as amended may be extended beyond May 2, 2042, for successive ten year periods by instruments in writing executed and acknowledged by the then Owners of more than two-thirds of the acreage in Foresight Park for Industry, Filing No. Three.

ARTICLE XIV - Enforcement

The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarants and Owners of every part and parcel of the premises. These conditions, covenants, restrictions and reservations may be enforced, as provided hereinafter, by the Board of Directors. Violation of any condition, covenants, restriction or reservation herein contained shall give to the Board of Directors the right to bring proceedings in law or equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoy them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In any legal or equitable proceedings to enforce the provisions hereof or to enjoying their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the Court in such proceedings. Such remedies shall be cumulative and not exclusive.

ARTICLE XV - Extension of Covenants to Adjoining Lands

Any Owner or Owners of land which adjoins the land already subject to these Protective Covenants may apply to the Board of Directors to have said adjoining land made subject hereto. With the written approval of all members of said Board of Directors to the inclusion of such adjoining land within the system of these Protective Covenants, the Owner or Owners thereof may make such land subject hereto by executing an instrument in writing applying these Protective Covenants to such adjoining land, and by recording the same in the

real property records of Mesa County, Colorado. Upon such recordation these Protective Covenants shall run with the land already subject hereto and with such adjoining land as if said Protective Covenants had always applied to all of said land from the inception of these Protective Covenants, and shall inure to the benefit of and be binding upon the Owners of all of such land, the Declarants, and any others having an interest therein, as tenants or otherwise, their respective heirs, successors and assigns. A resolution of the Board of Directors approving the inclusion of such land within the system of these Protective Covenants shall be sufficient evidence of compliance with this provision.

Any landowner extending these Protective Covenants to his or its adjoining lands pursuant to this Article XV, as well as any party so designated in any deed from such owner, shall be a “Declarant” for purposes of these Protective Covenants.

Any land owner wishing to make his or its adjoining land subject to these Protective Covenants, subject, however, to exceptions or modifications, may do so by following the procedures provided in this Article XV and by having such Protective Covenants, containing such exceptions or modifications, approved by the Board of Directors in writing prior to recordation.

The term “adjoining land” as used in this Article XV shall mean any land adjacent to land already subject to these Protective Covenants, whether or not separated by any street, roadway, right-of-way, or easement.

ARTICLE XVI - Separability

Invalidation of any of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE XVII - Execution in Counterpart

This Agreement may be executed by the various Owners of property within Foresight Park for Industry, Filing No. Three, in any number of counterparts with the same force and effect as to their rights and obligations, as if all such Owners had affixed their proper corporate or individual signatures and seals on a single instrument.

PROXY

**Must be Returned at the Annual Meeting or to the Association at
607 S. 7th St. Grand Junction, CO 81501 by or before May 16, 2024**

(Name): _____ as an Owner and member of
Foresight Park Owners Association, Inc. (“Association”), hereby appoints The Board of
Directors or Owner’s Named Proxy: _____
as agent and proxy (“my Proxy”), to vote my membership interest at any meeting or
meetings of the Association’s membership called to consider or vote upon all the matters
listed below and matters incidental thereto:

I direct my Proxy to vote in favor of the proposed Declaration of Protective
Covenants for Foresight Park for Industry, Filing No. Three (Declaration).

DATED this _____ day of _____, 2024.

If Owner is an entity:

If Owner is an individual:

Entity Name

Print Name(s): _____

By: _____
_____, _____

Property Address:

Property Address:

This Proxy is solicited by the Board of Directors, and will be voted as indicated on the items
listed above in this Proxy.