

**Recording Requested
and After Recording Return To:
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**GRANT OF RECIPROCAL EASEMENTS
AND DECLARATION OF COVENANTS
FOR
HARMONY TECHNOLOGY PARK**

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This Grant of Reciprocal Easements and Declaration of Covenants (the "Declaration") is made and entered into this 16th day of June, 2008 by Harmony Technology Park, LLC, a Colorado limited liability company ("Declarant"), whose address is c/o MAV Development Company, 303 Detroit Street, Ann Arbor, MI 48104.

RECITALS

This Declaration is made and executed upon the basis of the following facts, understandings and intentions of the Declarant;

A. Declarant is the owner of that certain parcel of real property located in the City of Fort Collins, County of Larimer, State of Colorado, with the legal description as set forth on **Exhibit A**, attached hereto and made a part hereof (the "Property").

B. The Declarant has or will develop and operate the Property to insure proper use, appropriate development and improvement of the Property. To effectuate the common use and operation of the Property, Declarant intends that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

C. The conditions, covenants, restrictions and easements set forth herein are intended to replace, amend, restate and supersede those certain Harmony Technology Park (HTP) Protective Covenants recorded February 18, 1998 at Reception No. 98011695 in the records of the Clerk and Recorder of Larimer County, Colorado (the "Prior Covenants") with respect to the Property. The Prior Covenants shall be of no further force and effect with respect to the Property.

NOW THEREFORE, Declarant makes the following grants, covenants, conditions, restrictions, submissions and declarations:

1. Definitions. Each reference in this Declaration to any of the following terms shall mean:

1.1 Act. The Colorado Common Interest Ownership Act, C.R.S. §38 33.3 101, et seq., as it may be amended from time to time.

1.2 Common Area. All areas of the Property, other than Lots, encompassing without limitation all those facilities within or upon the Property for the non-exclusive use of Owners, Occupants and Users in common, including but not limited to Private Roads, driveways, areas of ingress and egress, sidewalk and other pedestrian ways, areas containing buildings or structures used in connection with the maintenance of the Common Area roadways, sanitary and storm sewer areas (and sanitary and storm sewers to the extent shared by more than one Lot), delivery areas, landscape areas, areas containing signs or structures advertising the common name given for the Property, together with the signs and structures constructed thereon. Any enlargement of or addition to the Common Area as provided herein shall be included in the definition of Common Area for purposes of this Declaration. Portions of the Common Area are subject to certain easements as granted by Declarant.

1.3 Common Area Expenses. All costs and expenses incurred in connection with management, operation, maintenance, repair and replacement of the Common Area and Improvements thereon in accordance with or pursuant to this Declaration including, without limitation, gardening and landscaping, cleaning, sweeping, replacements, repairs, line painting, lighting, sanitary control, removal of snow, ice, trash, rubbish, garbage and other refuse, cost of personnel to implement such services, maintenance of shared sanitary sewer or storm lines outside the Lot, management fee for the Common Area Manager and any third-party manager hired by the Common Area Manager, any costs and expenses of collection of Common Area Expenses and of enforcement of this Declaration and the rules and regulations issued pursuant to this Declaration, if any, and any other costs and expenses incurred in connection with the exercise or performance by the Common Area Manager of any of its rights or obligations hereunder. In the event there is no Common Area Manager pursuant to the terms of Section 1.4 herein, there shall be no shared Common Area Expenses.

1.4 Common Area Manager. Declarant as the Owner of the Property, or its assigns and/or its successors as Owner of all of the Common Area, or any party appointed or hired by Declarant to serve as Common Area Manager. In the event Declarant transfers the entirety of its interest in the Common Area without an assignment of Declarant's rights and obligations as the Common Area Manager to a successor, assign, or third party appointed or hired to act as Common Area Manager (a "Termination Transfer"), there shall no longer be a Common Area Manager.

1.5 Declarant. Harmony Technology Park, LLC, a Colorado limited liability company, or any entity that controls, is controlled by or is under common control with Declarant, provided that written notice of assignment is executed by the Declarant designated and by the transferee and recorded in the real property records for Larimer County, Colorado.

1.6 Declarant Control Period. The period of time that the Declarant is entitled to exercise the Declarant Rights, including but not limited to the appointment of the Common Area Manager and the members of the DRC. The Declarant Control Period begins on the date of recording of this Declaration and expires upon the first of the following to occur:

(a) two years after the last conveyance of a Lot by the Declarant in the ordinary course of business; or

(b) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

1.7 Declarant Rights. Each provision in this Declaration that calls for Declarant approval, that gives the Declarant a veto, or that otherwise entitles the Declarant to exercise or refuse to exercise a right, remedy or similar entitlement of any kind shall be deemed a "declarant right" for purposes of Colorado law.

1.8 Design Guidelines. Those architectural, landscape and/or design standards adopted by the Declarant as the Design Guidelines, as the same may be updated, modified, or revised from time to time.

1.9 Development and Sale Period. The period of time during which the Declarant or any "Declarant Affiliate" owns any portion of the Property. A "Declarant Affiliate" is any Person that controls, is controlled by, or is under common control with the Declarant, and any Person who is an owner, a member, a manager, a partner, or a shareholder of the Declarant.

1.10 DRC. The design review committee established by the Declarant pursuant to this Declaration as the board that will administer the aesthetic and architectural servitudes set forth in this

Declaration, and for the purpose of exercising the functions set forth in this Declaration relating to design review and approval.

1.11 Improvements. Including but not limited to buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, any structures of any type or kind or any other change in the Property from its natural state.

1.12 Lot. Those separately platted portions of the Property (whether platted at the time of this Declaration or subsequent to the date hereof) intended to be conveyed to a third party, whether related or unrelated to Declarant, and utilized for construction of Improvements intended for commercial or other related uses by the Owners and other Occupants.

1.13 Occupant. Any Person or Persons from time to time entitled to the use and occupancy of any portion of a Lot in the Property under this Declaration or any lease, license or concession agreement, or other instrument or arrangement under which the Occupant acquires its right to such use and occupancy.

1.14 Owner or Owners. The Declarant executing this Declaration and its successors in interest holding fee simple title to the Property, as shown in the official records of the County of Larimer, State of Colorado, as of the time in question. The term Owner shall include the Person or Persons holding record fee title to all or any portion of the Property.

1.15 Person or Persons. Individuals, partnerships, firms, associations, corporations, limited liability companies, trusts, governmental agency, administrative tribunal, or any other form of business or legal entity.

1.16 Plans and Specifications. Any and all documents designed to guide, govern, or otherwise control the exterior architectural, aesthetic, and site design of an Improvement including, but not limited to, those indicating size, shape, configuration or materials; all site plans; grading plans; drainage plans; landscaping, fencing, signage and lighting plans; elevation drawings, specifications on all exterior building products; samples of exterior colors; and all other documentation or information relevant to the exterior architectural, aesthetic, and site design of a particular Improvement.

1.17 Private Road. Portions of the Common Area may consist of private roads abutting one or more lots ("Private Roads"). Common Area Expenses for Private Roads shall be limited Common Area allocable only to those Lots to which a Private Road abuts. With respect to any Lot to which a private road is appurtenant, each Lot's share ("Limited Share") shall be a fraction, the denominator of which is the square footage of the Private Road, and the numerator of which for each Lot is the square footage of the portion of the Private Road adjacent to its Lot from the boundary of such Lot to the centerline of such Private Road.

1.18 Pro Rata Share. With respect to each Lot, a fraction, the numerator of which is the number of square feet of such Lot and the denominator of which is the number of square feet contained in all of the Property, excluding the square footage of the Common Area.

1.19 Property. As shown on **Exhibit A** hereto, including Lots and Common Area.

1.20 Users. All persons granted permission to utilize the Common Area, including without limitation, Occupants, Owners, employees and service people, licensees, invitees, customers, owners, contractors, agents, leasees, subleasees, tenants and concessionaires.

1.21 Transfer. The sale or other conveyance by any Owner of its interest in the Property or any Lot or any portion thereof. The following shall not be considered a Transfer: (i) the

Owner elects to transfer an interest in such Owner to an entity controlled by or in control of the Owner or its affiliates; or (ii) the Owner transfers to a lender with a lien on the Property.

1.22 Other Terms. Certain other terms shall have the meaning set forth for each such term in this Declaration.

2. Purpose, Declaration and Grant of Reciprocal Easements.

2.1 Purpose. The Property is made subject to the conditions, covenants, restrictions and easements set forth herein, all of which shall be deemed to run with the Property and each and every Lot thereof (a) to provide for mutual, common and reciprocal rights and easements in certain portions of the Property constituting Common Area; (b) to provide for the management, operation, maintenance, repair and replacement of the Common Area; (c) to ensure a reasonably consistent development of the Property; and (d) to protect and enhance the quality, value, desirability and attractiveness of the Property.

2.2 Declaration. Declarant, for itself, its successor and assigns, hereby declares that the Property and each part thereof shall from and after the date of this Declaration, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, easements, equitable servitudes and other provisions set forth in this Declaration for the duration hereof, all of which shall run with the title to such Property and be binding upon all parties having any right, title or interest in the said Property or any part thereof and upon their heirs, personal representatives, successors and assigns and shall inure to the benefit of each party having any such right, title or interest in said Property or any part thereof and to and for the benefit of Declarant so long as it owns a Lot, and the Common Area Manager all as hereinabove or hereinafter defined, and their successors and assigns.

2.3 Not a Common Interest Community. The Property has not been established as a Common Interest Community and is not a Common Interest Community by virtue of this Declaration.

2.4 Common Area Easements. The Common Area shall be used only for the following purposes related to the businesses and activities conducted in the Property.

(a) Ingress and Egress. Ingress and egress by any Users and any motor vehicles of such Users to and from any portion of the Common Area and the public streets adjacent to the Common Area, including, without limitation, service and delivery vehicles.

(b) Public Utilities. Installation, maintenance, repair, replacement and operation of public utilities and services for the Common Area or Lots, together with and including, without limitation, vaults, manholes, meters, transformers, pipelines, valves, pumps, generators, hydrants, sprinkler controls, conduits, sewage facilities, and all related facilities, all of which shall whenever and wherever reasonably feasible be located below the surface of the Common Area, or the surface of any other above ground improvements located thereon; provided, however, that in any event, (i) all of the foregoing permitted public utilities and installations, which are located above the surface of the Common Area, shall be placed so as not to interfere with, restrict, or impede other uses of Common Area provided for herein; and (ii) no such public utilities and installations, which must be located above the surface of the Common Area, shall be placed upon any Lot without the prior written consent of the Owner whose Lot is affected, which consent shall not be unreasonably withheld.

(c) Pedestrian Traffic. Pedestrian traffic by Users upon the Lots, between the Lots and between the Lots and the adjoining public or private streets.

(d) Temporary Construction Activity. Construction, maintenance, repair, replacement, rearrangement and remodeling of Improvements, Lots, and landscaping, pedestrian walkways and other Improvements in the Common Area that may include benches, mailboxes and public telephones not substantially affecting or changing the Common Area except as permitted or required herein. All such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with use of Common Area, shall be diligently prosecuted to completion, and shall otherwise be performed in compliance with the provisions of Section 2.8 hereof. In connection with work of construction performed within Lots, incidental encroachment upon Common Area may occur as a result of the use of ladders, scaffolding, store-front barricades and similar facilities resulting in temporary obstruction of portions of the Common area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work expeditiously pursued, but in no event shall any public or private road that serves as an entrance to the Property be closed for construction-related purposes without the prior written consent of the Declarant. Common Area may be utilized for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with any work provided for herein and temporary storage of materials and vehicles being utilized in connection with such construction, subject to all of the other terms of this Agreement.

2.5 Lot Easements. The Lots shall be subject to use for the benefit of other Lots relating to connection to or with utility installations; provided, however, that no such use shall be allowed in a manner which unreasonably burdens the affected Lot, results in interference with the Improvements thereon, or inconveniences unreasonably the Users or Occupants thereof.

2.6 Grant of Easements by Declarant. Declarant hereby grants and conveys the following easements:

(a) Declarant as the Owner of the Property hereby grants, bargains, sells and conveys to the Owners of the Lots and their respective successors and assigns a perpetual, non-exclusive easement for ingress, egress, access to the Common Area, and for the purposes set forth in Sections 2.1, 2.2 and 2.3,.

(b) Declarant hereby grants and conveys to each Owner of a Lot a nonexclusive easement appurtenant to the Common Area for the purpose of permitting the drainage of water from, over and across the Property in accordance with a drainage plan established by Declarant and if such approval is required, by the City of Fort Collins.

2.7 Use and Duration of Easements. Each easement granted herein shall be used by the Owners as an appurtenance to their respective Lot and solely for the purposes of developing and operating the Property. Subject to the provisions of Section 16.2 hereof relating to the amendment of this Declaration, the easements herein granted in each instance shall be perpetual and shall be appurtenant to each Lot owned by the Owner of each such Lot, and in each instance such easement shall be non-exclusive and for use in common with the granting Owner by the other Lot Owners, Users and Occupants.

2.8 Construction and Installation.

(a) Construction Work Generally. All construction, alteration or repair work, undertaken by any Owner upon any Lot it does not own pursuant to any easement granted herein, any other provision of this Declaration or otherwise shall be accomplished promptly using due diligence so to do. The Owner undertaking such work shall take all necessary measures to minimize any disruption or inconvenience caused by such work to the other Owners, Occupants or Users of the affected Lot. The Owner undertaking such work shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of the Lot upon which such work is performed to a condition equal to or better than the condition existing prior to beginning such work. In addition, the Owner

undertaking such work shall pay all costs and expenses associated therewith. All such work shall be undertaken only after giving the Owner of the affected Lot thirty (30) days prior written notice of the work to be undertaken, the scope and nature of the work, the duration of the work, and the area in which the work is to be performed. Such notice shall include any plans or specifications for the work which is to be accomplished on the affected Lot.

(b) Utility Connections. Any work performed by an Owner to connect to, repair, relocate, maintain or install any storm drain, utility line, sewer, water line, gas line, telephone conduits or any other public utility service to the extent not a shared utility line maintained by the Common Area Manager, shall be the responsibility of the Owner of the affected Lot and shall be performed so as to minimize interference with the provisions of such services to any other Owner, Occupant or other Lot. No Owner shall interfere with any such public utilities and services if such interference would disrupt the orderly development and operation of the businesses conducted by any other Owners or Occupant on any other Lot unless notice is provided pursuant to subsection (a) hereof of the nature and extent of the work to be undertaken in connection with such utilities and services, together with an offer to the Owner notified to permit that Owner to require that such work be carried on at such times as would minimize or prevent the disruption of the orderly development and operation of any business conducted on the other Owner's Lot. If an Owner elects to require performance of such work in such a manner so as to minimize or prevent such disruption, the Owner undertaking such work shall bear the cost of any overtime or other additional expenses necessitated by such request. Any work of installation, alteration, replacement or repair of utility installations which requires interference with the paving in the Common Area shall be undertaken with particular care so as to minimize the impact upon traffic circulation within the Common Area and access of all Users to the various businesses established in the Property.

(c) Obstruction. No construction work shall be undertaken or caused to be undertaken, by any Owner which would interfere with or prevent ingress, egress and access by service or delivery vehicles to the service driveways upon each Lot.

(d) Emergency Work. Notwithstanding any other notice provision contained in this Section 2.8, in the event of emergency conditions, any Owner may undertake the necessary construction work on another Owner's Lot to remedy the emergency condition, provided that the Owner undertaking such work does so in good faith, gives notice thereof to the other Parties, Declarant, and the Common Area Manager upon the occurrence of the emergency condition or as soon thereafter as possible, and otherwise conforms to the applicable provisions of this Section 2.7. As used herein, an emergency condition is one that poses an imminent risk of damage to property or injury to persons.

3. Use and Restrictive Covenants.

3.1 Use. The Property shall be used for purposes allowed under the Harmony Technology Park Overall Development Plan for approved by the City of Fort Collins ("ODP"), as the same may be amended from time to time.

3.2 Lot and Height Limitations. Buildings and structures shall only be placed or constructed only upon the Lot(s) in accordance with the building code of the City of Fort Collins, as the same may be amended from time to time.

3.3 Remodeling and Replacement. Improvements located within a Lot may be remodeled, demolished, removed and replaced upon compliance with the provisions of this Declaration.

3.4 Upkeep and Maintenance. All Owners shall provide for appropriate upkeep and maintenance for the Improvements upon each such Owner's Lot to ensure that the Property and each part

hereof is maintained in a good condition and retains at all times the appearance of a first class commercial complex. Such upkeep and maintenance shall include, without limitation, appropriate measures to protect wood, stucco and concrete surfaces from weathering, deterioration and aging, and to protect from and immediately remove graffiti or other defacement from such surfaces; installing and maintaining landscaping and signage consistent with the Design Guidelines; removal of snow and ice; maintenance, repair or replacement of all paving, including sidewalks and parking areas; removal of trash; installation and maintenance of exterior lighting; and other items as necessary to maintain the Lot and Improvements in a first-class condition. All required maintenance shall be performed whenever reasonably necessary in order to comply with the provisions of this Section 3.4. Declarant shall have a license over each Lot to perform the maintenance required by this Section 3.4 if the Owner of such Lot fails to comply with this Section 3.4 after reasonable notice and opportunity to cure, and the Owner shall reimburse Declarant upon demand for all costs incurred by Declarant therefor.

3.5 Nuisances. No Owner, Occupant or User shall use or permit the use of its Lot, or any portion thereof, (i) for the conduct of any offensive, noisy or dangerous trade, activity or occupation, (ii) for the maintenance of any nuisance or the conduct of any activity which violates public policy, (iii) for any activity which interferes with the business of any other Owner or Occupant of the Property, (iv) in violation of any governmental law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Property or any portion thereof.

3.6 Rules and Regulations. Declarant may, from time to time, adopt reasonable rules and regulations pertaining to the use of all Common Area by Owners, Occupants and Users, including the monument signs for the Property.

3.7 No Walls, Fences or Barriers. No walls, fences or barriers of any sort or kind shall be constructed or erected in the Property, or any portion thereof, by any Owner or Occupant which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement of Owners, Occupants and Users, including without limitation pedestrians and vehicular traffic, between the various Property; provided, however, curb stops and other reasonable traffic controls, including without limitation, directional barriers and parking stops and as may be necessary to guide and control the orderly flow of traffic, may be installed so long as access to the Lots and the Property are not closed or blocked except to limit access to exclusive parking areas on the Lots, and the traffic circulation driveways of the Common Area, as shown on the Site Plan, is not changed or affected in any substantial way.

3.8 Fencing off Construction. Each Owner at its own cost and expense shall fence off or cause to be fenced off any development, construction, repair, alteration or remodeling work performed by the Owner on any Lot under this Declaration, that could adversely affect the other Property. Fencing shall be of a height and construction sufficient to protect existing facilities in the Property from inconveniences occasioned by such work.

3.9 Signs. No freestanding, monument or pylon signs shall be located on the Common Area or Lot except as shown on **Exhibit B** hereto. No such signs shall be erected without the prior written approval of the DRC as to size, style, priority and arrangement of names, wording and height, including but not limited to real estate signs (e.g. "for sale" or "for rent" or similar signs, whether installed by an Owner or its broker or agent), which approval shall not be unreasonably withheld. All signs within the Property shall conform to the Sign Criteria set forth in the Design Guidelines.

3.10 Lighting. If "special" lighting (other than necessary for Property security) is required by any Owner or Occupant of the Property, such special lighting shall comply with this Declaration, the Design Guidelines, and the applicable requirements of the City of Fort Collins. The electricity to service said lighting requirements shall be separately metered and all expenses thereof shall

