

MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE LOWRY COMMUNITY

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**MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE LOWRY COMMUNITY**

This Master Declaration is made as of the date of execution as indicated below by the United States of America, acting by and through the Secretary of the Air Force ("Declarant").

Declarant is the owner of certain parcels of land in the City and County of Denver and the County of Arapahoe, Colorado, containing approximately 1775 acres, historically known as the Lowry Air Force Base which, with other parcels, is defined in this Master Declaration as the "Project Area." Declarant intends to convey or transfer, or has contracted for the conveyance or transfer, all or portions of the Project Area to the Lowry Economic Redevelopment Authority, a separate legal entity established pursuant to an Intergovernmental Agreement between the City and County of Denver, Colorado, and the City of Aurora, Colorado, for the purpose of developing the Project Area as a balanced, planned community accommodating a mix of residential, commercial, industrial and other land uses, including recreational areas and open space. The Declarant desires to establish certain easements, covenants, conditions and restrictions to provide for the cooperative development, improvement, use, operation, maintenance, repair and enjoyment of the Property located within such planned community. Further, Declarant now desires to create a planned community and to establish certain mutually beneficial easements, covenants, restrictions and equitable servitudes for the cooperative development, improvement, use, operation, maintenance, repair and enjoyment of such planned community under a general plan for the purpose of enhancing and perfecting the value, desirability and attractiveness of such planned community.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property is a planned community within the meaning of the Act and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following covenants, conditions, restrictions, and equitable servitudes in furtherance of, and the same shall constitute, a general plan for the subdivision, ownership, improvement, sale, use and occupancy of the Property and to enhance the value, desirability and attractiveness of the Property. This Master Declaration touches and concerns the Property and shall (i) run with the land and all parts thereof at law and as an equitable servitude; (ii) bind all Persons having or acquiring any interest in the Property or any part thereof; (iii) inure to the benefit of and be binding upon every part of the Property and every interest therein; and (iv) inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest; each Owner, their grantees, heirs and assigns and successors in interest; and the Master Association and its successors in interest.

ARTICLE 1
DEFINITIONS

1.1 Definitions. Unless the context otherwise specifies or requires, the following words and phrases when used in this Master Declaration shall have the meanings specified below.

1.1.1 "Act" means the Colorado Common Interest Ownership Act codified at Colorado Revised Statutes ("C.R.S.") §§ 38-33.3-101 et seq., as amended.

1.1.2 "Additional Lands" means the real property described on Exhibit B attached hereto and incorporated herein by this reference together with undescribed additional real property not to exceed 10% of the total area of the Property; provided, however, that in no event may the Declarant increase the number of Units beyond the number stated in section 1.1.43 below.

1.1.3 "Articles" means the articles of incorporation of the Lowry Community Master Association, Inc., a Colorado nonprofit corporation, which have been or will be filed in the office of the Secretary of State of the State of Colorado, as the same may from time to time be amended.

1.1.4 "Assessments" means the Regular Assessments and the Special Assessments.

1.1.5 "Beneficiary" means a mortgagee under a mortgage or a beneficiary under a deed of trust.

1.1.6 "Board" means the Board of Directors of the Master Association.

1.1.7 "Bylaws" means the Bylaws of the Master Association which may be adopted by the Board, as such Bylaws may be amended from time to time.

1.1.8 "Common Area" means any portion of the Property together with all improvements thereon (other than Limited Common Elements and Units) owned by the Master Association for the primary benefit of all Members and the Property as a whole including, without limitation, landscaped areas adjacent to public rights-of-ways, landscaped areas within island and/or median areas associated with public rights-of-ways, entrance areas, postal facilities, parking areas, trails, parks, gardens, Recreation Areas and other personal and real property now or hereafter owned or controlled by the Master Association. Common Areas are subject to the terms, limitations, rules and regulations provided in this Master Declaration and those Rules established by Board from time to time.

1.1.9 "Compliance Expenditures" shall have the meaning provided in section 4.6.

1.1.10 "Declarant" means the United States of America, acting by and through the Secretary of the Air Force. The term "Declarant" shall also include one or more successors in interest which have been designated in writing (which writing shall be recorded in the Records) by the then-existing Declarant and who is acting in concert with the then-existing Declarant under a plan for the ownership and development of the Property. By this document, the Declarant hereby irrevocably designates the Lowry Economic Redevelopment Authority ("LRA"), a separate legal entity established pursuant to C.R.S. § 29-1-203 and an Intergovernmental Agreement between the City and County of Denver, Colorado, and the City of Aurora, Colorado, dated August 1, 1994, and recorded at Filing No. 94-496A (also known as Auditor's No. XC4X040) in the office of the Clerk and Recorder for the City and County of Denver, as the Declarant in accordance with this section 1.1.10.

1.1.11 "Developer" means a Person, other than the Declarant, that purchases or owns a portion of the Property for purposes of subdivision, development, and/or resale.

1.1.12 "Development Rights" means the rights or combination of rights hereby reserved by the Declarant to (i) add real estate to the Property and make subject to this Master Declaration any Additional Lands; (ii) create Units and/or Common Areas and Limited Common Elements within the Property; (iii) further subdivide Units or convert Units into Common Areas or Limited Common Elements; and (iv) withdraw real estate from the common interest community.

1.1.13 "Dwelling unit" means one or more rooms of a lawfully habitable residential structure physically arranged so as to create an independent housekeeping establishment for occupancy by one single family with separate toilets and facilities for cooking and sleeping.

1.1.14 "First Mortgage" means any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering a Unit or a portion thereof recorded in the Records having priority of record over all other recorded liens except those liens made superior by statute (such as, for example, general ad valorem tax liens and special assessments, mechanic's liens and the Master Association's lien for Assessments). The phrase "First Mortgage" shall also include a leasehold mortgage or deed of trust; provided that the leasehold estate encumbered by the leasehold mortgage or deed of trust is for a term of not less than twenty (20) years and the leasehold mortgage or deed of trust encumbers an entire Unit.

1.1.15 "First Mortgagee" means any Person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such Person under such First Mortgage.

1.1.16 "General Common Allocation" means with respect to each Unit, the percentage number obtained by dividing the vote or votes allocated to a Unit by the total number of votes allocated to all Units within the Property existing from time to time as specified by section 4.2.1. The General Common Allocation is intended to provide for and allocate among all Unit Owners 100% of the voting rights existing within the Lowry Community from time to time and provide a means of allocating among all Unit Owners 100% of the costs and expenses of the Lowry Master Community Association. Addition or withdrawal of Units from the Property shall require recalculation and adjustment of the General Common Allocation as provided in this Declaration.

1.1.17 "Improvement" means every structure and all appurtenances thereto of every type and kind including, but not limited to, buildings, outbuildings, fixtures, utilities, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning units, water softener fixtures or equipment, poles, pumps, wells, tanks, solar collectors, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electricity, solar energy, telephone, regular or cable television, or other utilities.

1.1.18 "Limited Common Elements" means any portion of real property within the Property designated in accordance with the Act, this Master Declaration and any Subsidiary Declaration, as a common area for the primary benefit of the Owners and occupants of a particular area of the Property. A Limited Common Element may be owned by any Owner, a Subassociation, a nonprofit corporation or an unincorporated association in which all such Owners shall be entitled to membership.

1.1.19 "Lowry Design Review Committee" (sometimes referred to as the "LDRC") means the Lowry Community Master Association Design Review Committee described in Article 5 of this Master Declaration.

1.1.20 "Map" means the Land Survey Plat of the Lowry Community, prepared by BRW, Inc. dated January 21, 1997, attached to or recorded with this Declaration as Exhibit A, as it may be properly amended by the addition of Additional Lands or as otherwise provided in this Declaration.

1.1.21 "Master Association" means the Lowry Community Master Association, Inc., a Colorado non-profit corporation, as described in Article 4 of this Master Declaration, and its successors.

1.1.22 "Master Association Property" means all real and personal property now or hereafter owned by, or leased to, the Master Association.

1.1.23 "Master Declaration" (sometimes referred to herein as the "Declaration" or "this Declaration") means this instrument as it may be amended from time to time.

1.1.24 "Member" means any Person who is a member of the Master Association pursuant to section 4.2.

1.1.25 "Owner" means a Person or Persons (including Declarant or any Developer) owning a fee simple interest in a Unit from time to time. Such term shall include a contract vendee under an installment land sales contract, but shall not include (i) the vendor under such a contract; or (ii) a Person holding an interest in a Unit merely as security for the performance of an obligation (unless and until such a security holder becomes an owner in fee simple of a Unit).

1.1.26 "Parcel" means (i) those certain discrete areas depicted on the Map (which areas are referred to therein as Parcel 1, Parcel 2, etc.) and (ii) those certain discrete areas established from time to time by Declarant in its sole discretion.

1.1.27 "Period of Declarant Control" means that period commencing upon recordation of this Master Declaration and terminating at the later of: (i) 60 days after conveyance of 75% of the Units that may be created to Owners other than the Declarant as provided by section 1.1.43; (ii) two years after the last conveyance of a Unit by the Declarant in the ordinary course of business; or (iii) two years after any right to add new Units was last exercised. Notwithstanding the foregoing, the Declarant may voluntarily: (i) terminate the Period of Declarant Control in a Recorded writing, which election shall be in the sole discretion of the Declarant; and/or (ii) surrender the right to appoint and remove any officer(s) and member(s) of the Board before termination of the Period of Declarant Control, but in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Master Association or the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

1.1.28 "Person" means a natural individual or any other entity with the legal right to hold title to real property.

1.1.29 "Plans and Specifications" means any and all documents designed to guide or control the construction of an Improvement including, but not limited to, those indicating size, shape, configuration or materials, all site plans; excavation and grading plans; foundation plans, drainage plans; landscaping and fencing plans; elevation drawings, floor plans, specifications on all building products and construction techniques; samples of exterior colors; plans for utility services and all other documentation or information relevant to the particular Improvement.

1.1.30 "Property" means initially all of the real property described on the Map along with any and all Improvements now in place or hereafter constructed thereon. The Property also includes Additional Lands as defined in section 1.1.2 which later become annexed and subjected to this Master Declaration by Declarant or by others pursuant to section 2.2.

1.1.31 "Property Maintenance Fund" means the fund created for the receipts and disbursements of the Master Association.

1.1.32 "Records" means the official real property records of the City and County of Denver and/or Arapahoe County, Colorado; "to Record" means to file for recording in the Records; and "of Record" and "Recorded" means having been recorded in the Records.

1.1.33 "Recreation Areas" means all Common Areas designated by Declarant as such to be held for recreational purposes for the benefit of all Members and the benefit of the Property as a whole; provided, however, that subject to all applicable laws, ordinances, resolutions and regulations, access to any Recreation Area or facility may be limited to dues-paying members, subject to fees and other charges, or otherwise conditioned or restricted, and made available to non-members, all on such terms and conditions as the Board may determine.

1.1.34 "Regular Assessments" means those Assessments levied by the Master Association pursuant to section 4.10.

1.1.35 "Restrictions" means all terms and provisions contained in (i) this Master Declaration as amended from time to time; (ii) any and all applicable Subsidiary Declaration(s) which may be recorded pursuant to section 2.1. hereof, as amended from time to time; (iii) the Rules in effect from time to time; (iv) the Articles and Bylaws of the Master Association in effect from time to time; and (v) any architectural standards or design guidelines as amended from time to time and as adopted pursuant to this Master Declaration.

1.1.36 "Rules" or "Rules and Regulations" means the rules and regulations adopted by the Board pursuant to section 4.15.8, as they may be amended from time to time, including rules or regulations, however denominated, which are adopted for the regulation and management of the property, including but not limited to architectural standards and design guidelines.

1.1.37 "Security Interest" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge or an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

1.1.38 "Special Declarant Rights" means the rights hereby reserved for the benefit of Declarant to perform the acts specified in parts 2 and 3 of the Act and section 8.7 of this Master Declaration and to exercise specifically the following rights: to complete improvements indicated on the Map; to exercise any Development Right; to maintain sales offices, management, offices, signs advertising and marketing the Property; to use easements throughout the Common Areas and Limited Common Elements for the purposes of making improvements within the Property; to merge or consolidate a common interest community of the same form of ownership; and to appoint or remove any officer of the Master Association, any member of the Board, and any member of the LDRC during the Period of Declarant Control.

1.1.39 "Special Assessments" means those Assessments levied by the Master Association pursuant to section 4.11.

1.1.40 "Subarea" means those certain discrete areas of the Property which may be referred to in any Map as a "Subarea."

1.1.41 "Subassociation" means any nonprofit Colorado corporation and its successors, organized and established by Declarant or pursuant to, or in connection with, a Subsidiary Declaration recorded by Declarant as provided in section 2.1.

1.1.42 "Subsidiary Declaration" means any declaration of covenants, conditions, and restrictions affecting any portion or subarea of the Property, which may be hereafter recorded by Declarant or recorded by others with the Declarant's approval and consent. The term "Subsidiary Declaration" does not include this Master Declaration and, further, any Subsidiary Declaration shall be interpreted in a manner consistent with the terms and provisions of this Master Declaration.

1.1.43 "Unit" means and refers to any physical portion of the Property which is legally designated and intended for separate and individual ownership by an Owner and the boundaries of which are described in or determined from this Declaration and its exhibits, as it may be amended, with the exception of the Common Area(s), Limited Common Element(s), and public streets, but including all appurtenances and improvements now or hereafter located within the Unit. The term "Unit" is intended to be synonymous with the term "unit" as defined in the Act. The total number of Units which the Declarant reserves the right to create upon the Property shall not exceed 6,000 Units unless such number is amended as provided in this Declaration.

ARTICLE 2 DEVELOPMENT OF THE PROPERTY/ANNEXATION

2.1 Subdivision and Development by Declarant. Declarant intends to segregate and divide the Property into several Subareas and/or Parcels and to further subdivide the created Unit into one or more Unit(s) as permitted by this Declaration. Declarant intends to develop or to permit, through others, the development of some or all of the Property and, at Declarant's option, to designate areas as Common Areas, Limited Common Elements, Recreation Areas, or for other purposes for the benefit of the developed areas and Units of the Property. It is contemplated that the Property, or Parcels or Subareas within the Property, will be developed as a unified planned development in which the development of, and restrictions upon each portion thereof, will benefit each other and the whole thereof. As each Subarea or Parcel is developed, Declarant may record one or more Subsidiary Declarations with respect to such Subareas or Parcels which shall refer to this Master Declaration and which may supplement this Master Declaration with such additional covenants, conditions and restrictions as Declarant may deem appropriate for that Subarea or Parcel. Each Subsidiary Declaration may provide for the establishment of a Subassociation to be comprised of Owners within the area subject to such Subsidiary Declaration. All lands, Improvements, and uses in each area so developed shall be subject to both this Master Declaration and the Subsidiary Declaration for that area. In the event of conflict, this Master Declaration shall control over any Subsidiary Declarations.

2.2 Annexation. Additional property may be annexed to the Property and subjected to the Master Declaration from time to time with the consent of 67% of the votes in the Master Association and, during the Period of Declarant Control, with the consent of the Declarant. Notwithstanding and the foregoing, up to and including 20 years from the date of recording of this Master Declaration, the Declarant may annex into the Property any portion of, or all of, the Additional Lands without the consent of the individual Owners (or any percentage thereof) and without the

consent of any First Mortgagees, Insurers or Guarantors; provided, however, that in no event may property not described in Exhibit B as Additional Lands be annexed to the Property if the total area of such undescribed property exceeds 10% of the total area of the real estate included within the Property and the Additional Lands. Each such annexation shall be effected by Recording an amendment to this Master Declaration entitled "Declaration of Annexation" in the Records in compliance with C.R.S. § 38-33.3-217, which document shall provide for annexation to the Master Declaration of the property described in such document. Any purchaser of all or a portion of the annexed property is deemed to irrevocably consent to annexation under the purview of this Master Declaration and to permit development in accordance with the general plan established hereunder.

2.2.1 Upon the Recording of a Declaration of Annexation, the Restrictions shall apply to the added land in the same manner as if it had been originally subject to this Master Declaration; and thereafter, the rights, privileges, duties and liabilities of the Persons subject to this Master Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Master Declaration. The Declaration of Annexation must comply with applicable provisions of C.R.S. §§ 38-33.3-209 and 38-33.3-210 and must contain (i) a reference to this Master Declaration, which reference shall state the date of Recordation and the recording information related to this Master Declaration; (ii) a statement that the provisions of this Master Declaration shall apply to the added land as set forth herein; (iii) an adequate legal description of the added land; (iv) an amendment to the Map or, if such an amendment is not necessary, a new certification of the Map in accordance with C.R.S. § 38-33.3-209; and (v) during the Period of Declarant Control, Declarant's written consent. The Declaration of Annexation may be contained as a part of or within any Subsidiary Declaration affecting the added land.

2.2.2 All provisions of this Master Declaration including, but not limited to, those provisions regarding obligations to pay Assessments to the Master Association and any right to cast votes as Members of the Master Association, shall apply to annexed property (including, but not limited to, all Units contained therein) immediately upon Recording a Declaration of Annexation with respect thereto in accordance with this section. Prior to transferring ownership of the first subdivided lot or any other discrete portion of any property annexed to the Property, Declarant shall convey any Common Area contained in such annexed property to the Master Association. Portions of the annexed property are not to be deemed Recreation Areas unless specifically so designated.

2.2.3 If Declarant fails to exercise its right to annex into the Property any Additional Lands within the time period

set forth in this section 2.2, or if Declarant Records an instrument surrendering its annexation right, that annexation right shall lapse unless the Master Association, upon the request of Declarant or the Owner of the real estate subject to such annexation right, agrees to an extension of the time period for exercise of the annexation right or to a reinstatement of the annexation right subject to whatever terms, conditions, and limitations the Master Association may impose on the subsequent exercise of the annexation right. The extension or renewal of the annexation right and any terms, conditions and limitations shall be included in an amendment executed by the Declarant or the Owner of the real estate subject to the annexation right and the Master Association, in compliance with C.R.S. § 38-33.3-217.

2.2.4 If the Declarant exercises its right to annex into the Property any Additional Lands within the time period set forth in this section, the Declarant alone is liable for all expenses in connection with such annexed property for so long as Declarant owns such property. Any income or proceeds from the annexed property inures to Declarant for so long as Declarant owns the annexed property. If Declarant fails to pay all expenses in connection with such real estate during this time, the Master Association may pay such expenses, and such expenses shall be assessed as a common expense against the annexed property, and the Master Association may enforce the assessment pursuant to C.R.S. § 38-33.3-316 by treating such real estate as if it were a Unit.

2.3 Conveyance and Acceptance of Common Areas. Declarant expressly reserves the right in the course of development of the Property and the development of any Additional Lands to convey to the Master Association, and the Master Association shall accept the conveyance of, certain areas such as, but not limited to, open spaces, ridges and drainage ways which for any reason are not intended to be developed and/or other property or facilities which are deemed by Declarant to be most suitable as Common Areas of the Master Association. Prior to transferring ownership from the Declarant to a Developer or Owner, the Declarant shall either convey or provide for the later conveyance of all such property to the Master Association. Subject to C.R.S. § 38-33.3-312, the Association reserves the right to convey all or any portion of the Common Area to any governmental or quasi-governmental entity including any metropolitan or special district.

2.4 Initial Unit and Further Subdivision of Units. At the time of execution of this Declaration, the Declarant has created one initial Unit comprised of the entire Property depicted on Exhibit A. The Declarant intends to further subdivide this initially created Unit into one or more Units as permitted by this Declaration with the total Units created not exceeding that number stated in section 1.1.43. By this Declaration, the Declarant expressly reserves the right to subdivide any existing Unit(s) owned and controlled by the Declarant into two or more Units as

permitted by C.R.S. § 38-33.3-213. Such subdivision of any Unit(s) by the Declarant may be effected by an amendment to this Declaration which is executed by the Board of Directors of the Master Association without the approval of any Unit Owners as permitted by C.R.S. §§ 38-33.3-217(1) and 38-33.3-213. Nothing herein shall be construed to prevent or preclude any other subdivision of a Unit as may be permitted by C.R.S. § 38-33.3-213.

ARTICLE 3 GENERAL RESTRICTIONS/PERMITTED USES

3.1 General Restrictions. All of the Property shall be owned, held, conveyed, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.1.1 Insurance Rates. Nothing shall be done or kept on or at the Property which will increase the rate of insurance on any Master Association Property without the approval of the Board, nor shall anything be done or kept on or at the Property which would result in the cancellation of insurance on any Master Association Property or which would be in violation of any law.

3.1.2 Violation of Restrictions. If any Owner or Developer or their respective family, guests, licensees, lessees, invitees, agents or employees violates the Restrictions, the Board may invoke any one or more of the following remedies: (i) impose a fine upon such Developer or Owner for each violation; (ii) cause the violation to be cured and charge the cost thereof to such Developer or Owner; and (iii) obtain injunctive relief against the continuance of such violation and/or other judicially available remedy, including damages and attorney's fees. Before invoking any such remedy, the Board shall give such Developer or Owner notice (as provided in the Bylaws, or if not so provided, as provided in section 8.2 of this Master Declaration) except that the Board may immediately suspend the right to use any Recreation Area and/or facility owned by the Master Association by any Developer or Owner and their respective family, guests, licensees, lessees, invitees, agents, and employees, without notice for any period during which any Assessment owned by such Developer or Owner is past due and unpaid.

3.2 Exemption of Declarant. Notwithstanding anything in this Master Declaration to the contrary, during the Period of Declarant Control neither Declarant nor any of Declarant's activities shall in any way be subject to the control of, or under the jurisdiction of, the Lowry Design Review Committee. Without in any way limiting the generality of the preceding sentence, this Master Declaration shall not prevent or limit the right of Declarant to (i) excavate and grade; (ii) construct and alter drainage patterns and facilities; (iii) construct any and all types

of Improvements; (iv) maintain model homes and construction, sales, management and leasing offices and similar facilities of a reasonable size, and in locations well suited for such uses as determined by the Declarant from time to time; and (v) post signs incidental to construction, sales, leasing, or other Declarant activities on the Common Area, Limited Common Elements, Recreation Areas, and/or Units owned by Declarant. Notwithstanding anything to the contrary contained in the foregoing, no such activities shall be carried on in such a way as to create a health hazard or unreasonably interfere with the use and enjoyment by any Owner or the Owner's family of the Owner's Unit; and once the Declarant ceases to be an Owner, the Declarant will cease to have any rights with regard to any real estate used as a sales office, management office, or model.

3.3 Assignment by Declarant/Transfer of Special Declarant Rights. Notwithstanding any other provision of this Master Declaration to the contrary, Declarant may delegate, transfer or assign in whole or in part any of its privileges, exemptions, Development Rights and duties under this Master Declaration or under the Act (including the Special Declarant Rights) to any other Person and may permit the participation in whole or in part by any other Person in any of its privileges, exemptions rights and duties hereunder. Without in any way limiting the generality of the preceding sentence, Declarant may in its sole discretion exempt from the control and jurisdiction of the Lowry Design Review Committee any Developer, or any assignee and successor in interest of all or substantially all of Declarant's interests, rights, and responsibilities in and to the Property. Such exemption shall be made in writing. Any such delegation, transfer or assignment of any Special Declarant Right must be made in accordance with C.R.S. § 38-33.3-304.

ARTICLE 4 MASTER ASSOCIATION

4.1 Organization. The Master Association may exercise all powers identified in part 3 of Article 33.3, Title 38, C.R.S., subject to the provisions of this Article. The Master Association shall be organized no later than the date that the first Unit is conveyed to a purchaser other than Declarant. The Master Association shall be a non-profit Colorado corporation created for the purpose, charged with the duties, and invested with the powers prescribed by law, the Act, and set forth in the Articles, Bylaws, Rules, and in this Master Declaration. Neither the Articles, Bylaws nor any Rules promulgated by the Board shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. In case of conflict between the Master Declaration and the Articles, Bylaws and/or Rules, this Master Declaration shall control.

4.2 Membership and Voting.

4.2.1 Generally. Every Owner (including Declarant) shall be a Member of the Master Association and shall remain a Member for so long as that Person continues to be an Owner of a Unit. The Master Association shall have only one class of Members. As Members of the Master Association, the Owner(s) of a Unit shall be entitled to cast the total vote for the Owner(s) Unit in accordance with a General Common Allocation specified in this section. The vote attributable to each Unit is a percentage of the outstanding votes held by all Owners of all Units within the Property from time to time. The total of all votes outstanding at any given time shall equal 100% with the exception of minor variations due to the rounding of fractions or percentages. The General Common Allocation for each Unit shall be determined by the following formula:

Where a Unit is used for single family, duplex, townhouse, or other multifamily residential dwelling unit(s) not exceeding a density of nine (9) units per acre: The vote attributable to such Unit shall be one (1) vote for each dwelling unit divided by the total number of votes allocated to all Owners of all Units within the Property; or

Where a Unit is used for a residential building or buildings devoted to apartment, townhouse, or multifamily use at a density equal to or greater than nine (9) units per acre: The vote attributable to such Unit shall be one (1) vote for every five (5) dwelling units divided by the total number of votes allocated to all Owners of all Units within the Property; or

Where a Unit is used for commercial, industrial, office, or for public or private recreational use regardless of the size of the Unit: The vote attributable to such Unit shall be one (1) vote for each 1,500 square foot increment of floor area within the building(s) divided by the total number of votes allocated to all Owners of all Units within the Property. The calculation of floor area of a building shall be the gross floor area of all floor(s) of the building(s) measured from the exterior of the structure, including any basement area, but excluding floor areas within any structure devoted to parking use. Floor areas not comprising a full 1,500 square feet increment shall not receive a proration or fractional vote. The Board of Directors may promulgate written standards for fairly and uniformly calculating the floor area of a building for purposes of this section; or

For all other Units including any Unit comprised entirely of vacant land regardless of zoning classification or

anticipated use: The vote attributable to such Unit shall be one (1) vote per Unit divided by the total number of votes allocated to all Owners of all Units within the Property.

For purposes of allocation of voting rights under this section to residential uses, the determination of the density of dwelling units per acre shall be made by the Board and shall be based on criteria substantially similar to that criteria employed by the Department of Planning and Community Development for the City and County of Denver in Denver's determination of density of residential development for purposes of zoning administration.

Each Owner's membership in the Master Association shall be appurtenant to and may not be separated from ownership of the Unit to which the membership is attributable. Vote(s) allocated to any Unit must be cast as a block and without dividing or fractionalizing such vote or votes. Except as expressly provided in this Article, no other voting rights are created by this Master Declaration.

4.2.2 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. If a Unit is owned by more than one Person, each such co-Owner of the Unit may vote or register a protest to the casting of votes by the other co-Owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Master Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven (11) months after its date, unless it provides otherwise. Owners within Subareas or Parcels may, and are encouraged to, appoint a single delegate to hold and exercise proxies for all such Owners.

4.3 Board of Directors. The affairs of the Master Association shall be governed by a "Board of Directors" (sometimes referred to as the "Board") which may, by resolution, delegate any portion of its authority to an executive committee, an officer, executive manager, managing agent, Person, or director for the Master Association or to a Subassociation or the board of directors thereof. The qualifications and number of directors, the term of office of directors, the manner in which directors shall be elected and the manner in which directors shall be replaced upon removal or resignation shall be as set forth in the Bylaws; provided, however, that the Bylaws shall contain the following provisions:

4.3.1 Subject to this section 4.3, during the Period of Declarant Control, Declarant may appoint and remove the officers and members of the Board.

4.3.2 Not later than 60 days after conveyance to Owners other than Declarant of 25% of the total number of Units

that Declarant reserves the right to create upon the Property (as stated in section 1.1.43), at least one member and not less than 25% of the members of the Board must be elected by Owners other than the Declarant. Not later than 60 days after conveyance to Owners other than Declarant of 50% of the total number of Units that Declarant reserves the right to create upon the Property, not less than 33.3% of the members of the Board must be elected by Owners other than Declarant.

4.3.3 Except as otherwise provided in C.R.S. § 38-33.3-220(5), upon the termination of the Period of Declarant Control, the Owners shall elect a Board of at least three members, at least a majority of whom must be Owners other than the Declarant or designated representatives of Owners other than the Declarant. The Board shall elect officers for the Master Association. The Board members and officers shall take office upon election.

4.3.4 In all elections of the members of the Board in which Owners other than Declarant are eligible to vote, all Owners other than Declarant shall be authorized to cast votes pursuant to section 4.2.1 hereof, for each Board position being voted upon.

4.3.5 Notwithstanding any provision of the Master Declaration or Bylaws to the contrary, the Owners, by a vote of sixty-seven percent (67%) of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board with or without cause, other than a member appointed by the Declarant.

4.3.6 Within 60 days after the Owners other than the Declarant elect a majority of the members of the Board, the Declarant shall deliver to the Master Association all property of the Owners and of the Master Association held by or controlled by the Declarant including, without limitation, the following items:

4.3.6.1 The original or a certified copy of the recorded Master Declaration as amended, the Master Association's Articles of Incorporation, Bylaws, minute books, other books and records, and any Rules and regulations which may have been promulgated;

4.3.6.2 An accounting for Master Association funds and financial statements, from the date the Master Association received funds and ending on the date the Period of Declarant Control ends. The financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statement presents fairly the financial position of the Master Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the

financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for, or charged to, the Master Association.

4.3.6.3 The Master Association funds or control thereof;

4.3.6.4 All of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Master Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Areas, and inventories of these properties;

4.3.6.5 A copy, for the nonexclusive use by the Master Association, of any Plans and Specifications used in the construction of the Improvements in the Common Area;

4.3.6.6 All insurance policies then in force, in which the Owners, the Master Association, or its directors and officers are named as insured persons;

4.3.6.7 Copies of any certificates of occupancy that may have been issued with respect to any Improvements located on any portion of the Common Area;

4.3.6.8 Any other permits issued by governmental bodies applicable to Master Association Property and which are currently in force or which were issued within one (1) year prior to the date on which Owners other than the Declarant took control of the Master Association;

4.3.6.9 Written warranties of any contractors, subcontractors, suppliers, and manufactures that are still effective and which relate to Master Association Property;

4.3.6.10 A roster of Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;

4.3.6.11 Employment contracts in which the Master Association is a contracting party;

4.3.6.12 Any service contract in which the Master Association is a contracting party or in which the Master Association or the Owners have any obligation to pay a fee to the persons performing the services; and

4.3.6.13 Originals or certified copies of any documentation assigning rights held by the Declarant which are necessary or appropriate, in the sole opinion of the Declarant, to be held and exercised by the Master Association, including but not

limited to the assignment of rights created by or arising from deed or contract.

4.4 Officers. The Board will select the officers of the Master Association, which officers may also serve as members of the Board.

4.5 Articles and Bylaws. The purposes and powers of the Master Association and the rights and obligations with respect to Memberships may be amplified by provisions of the Articles and Bylaws of the Master Association. Such Articles and Bylaws may include any reasonable provisions with respect to corporate matters including provisions with respect to notices, record dates and quorums for meetings of directors and Members, but no such provisions may be inconsistent with any provision of this Master Declaration.

4.6 Assessments, Fines and Compliance Expenditures. Each Owner of a Unit shall be obligated to pay and shall pay to the Master Association, at least annually or when otherwise due and payable, (i) Assessments; (ii) reasonable and uniformly applied fines imposed by the Master Association for violation of the Restrictions and any Rules adopted by the Master Association; and (iii) any "Compliance Expenditures" (as defined below). Each Assessment, fine, and Compliance Expenditure shall be a separate, distinct and personal debt and obligation of the Owner against whose Unit the same is assessed. All Assessments, fines, and Compliance Expenditure shall be payable in full without offset for any reason whatsoever. The obligation of each Owner to pay Assessments, fines, or Compliance Expenditure shall be entirely independent of any obligation of the Master Association to such Owner or of Declarant or any other Owner to such Owner. No Owner may be exempt from liability for payment of any Assessment, fine, or Compliance Expenditure by waiver of the use or enjoyment of any of the Common Areas or by abandonment of the Unit against which the Assessment, fine, or Compliance Expenditure is made. Any Assessment or fine that is not paid within fifteen (15) days after the same becomes due shall be deemed delinquent. If an Assessment or fine is delinquent, the Master Association may recover all of the following (collectively, the "Compliance Expenditures") in addition to the delinquent Assessment or fine:

4.6.1 Reasonable costs incurred in collecting the delinquent Assessment or fine including, without limitation, reasonable attorneys' fees and court costs; and

4.6.2 Interest on the delinquent Assessment or fine and the cost of collection described in section 4.6.1 at an annual percentage rate equal to 18% per annum commencing 15 days after the Assessment became due.

4.7 Meetings. The meetings of the Master Association shall be held at least once each year. Special meetings of the Master Association may be called by the President, by a majority of the Board, or by Owners having twenty percent (20%) of the total number of votes in the Master Association. Not less than ten (10) nor more than fifty (50) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States first class mail to the mailing address of each Unit or to any other mailing address designated in writing by the Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Master Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Board.

4.8 Determination of Budgets. The total amount required to be raised by Assessments shall be determined by the Board of Directors of the Master Association at least once a year and shall be based upon an annual budget to be approved by the Board and adopted by the Master Association annually showing, in reasonable detail, the various matters proposed to be covered by the budget, the estimated costs and expenses of the Master Association, an amount deemed necessary or desirable as a contingency reserve and the total amount required to be raised by Assessments to cover such estimated costs and expenses and contingency reserve. The budget shall cover all costs and expenses expected to be incurred by the Master Association in performing its functions, or in providing services required or permitted under this Master Declaration. The budget may be revised as necessary from time to time. Assessments may be raised or lowered by the Board as required to meet such revised budget. Without limiting the generality of the foregoing, it is expressly understood that the budget (and, accordingly, the Assessments) shall be subject to modification due to the annexation of property to the Property in accordance with this Master Declaration. Within thirty days after adoption of any proposed budget for the Master Association, the Board shall mail, by ordinary prepaid first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) or more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting the Owners vote to reject the budget, the budget is ratified, whether or not a quorum is present; provided that such vote of the owners to reject the budget shall require: (1) a vote of seventy-five percent (75%) of all Owners during any Period of Declarant Control; or (2) following the period of Declarant Control, a vote of fifty percent (50%) of all Owners. In the event that the proposed budget is rejected by such vote of the Owners, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board in the same manner as provided by this section.

4.9 Purpose of Assessments. The Assessments levied by the Master Association shall be used exclusively for (i) promoting the recreation, comfort, health, safety, and welfare of the Members, Owners and/or residents of the Property; (ii) managing any portion of the Master Association Property (except for any Units so owned); (iii) enhancing the quality of life in the Property and the value of the Property; (iv) improving and maintaining the Common Area, the Property, services, Improvements and facilities devoted to or directly related to the use and enjoyment of the Common Area, including, but not limited to, the payment of taxes on the Common Area and insurance in connection therewith and the repair, replacement and additions thereto; (v) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Area; (vi) carrying out the powers and duties of the Board as set forth in this Master Declaration and the Bylaws; (vii) carrying out the purpose of the Master Association as stated in the Articles; and (viii) carrying out the powers and duties relating to the Lowry Design Review Committee, after Declarant has delegated or assigned such powers and duties to the Master Association. Notwithstanding anything contained in this section to the contrary, the Master Association shall not levy Assessments in connection with the management, improvement, or maintenance of property owned by any Subassociation unless the Board of Directors of such Subassociation consents in writing to such Assessment.

4.10 Amount of Regular Assessments. A Regular Assessment is defined for purposes of this section as that sum which must be levied in the manner and against each individual Unit in order to raise the total amount for which the levy in question is being made. Subject to the provisions of this section, each individual Regular Assessment and, accordingly, each Unit shall be assessed in accordance with the General Common Allocation (as such allocation is determined by the Board from time to time in accordance with the formula described in section 4.2.1 and 1.1.16). The Master Association may levy a Regular Assessment against each Unit effective upon creation of such Unit as provided by this Declaration. Until the Master Association levies a Regular Assessment, the Declarant shall pay all expenses of the Master Association. Declarant may, at its election and discretion, subsidize or assist in the payment of costs and expenses of the Master Association; provided that the Declarant shall not have any obligation whatsoever to subsidize or otherwise contribute to a maintenance fund or other contingency reserve to be used to cover future costs and expenses. After any Regular Assessment has been made by the Master Association, Regular Assessments shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Master Association. Where the obligation to pay a Regular Assessment first arises after the commencement of the year or other period for which the Regular Assessment was levied, the Regular Assessment shall be prorated, as

of the date when said obligation first arose, in proportion to the amount of the assessment year or other period remaining after said date.

4.11 Special Assessments. The Master Association may levy, from time to time, one or more Special Assessments for the purpose of defraying in whole or in part the cost of any construction, restoration, unexpected repair or replacement of a capital improvement or for carrying out the other responsibilities of the Master Association in accordance with this Master Declaration. Each Special Assessment shall be allocated among the Owners of Units in accordance with the provisions of this Master Declaration. Each Owner shall pay all Special Assessments assessed against such Owner's Unit. The due date for payment of any Special Assessment shall be fixed by the Board.

4.12 Other Matters Relating to Assessments. Subject to the foregoing provisions, the Board shall have the power and authority to determine all matters in connection with Assessments including the power and authority to determine where, when, and how Assessments shall be paid to the Master Association. If any common expense is caused by the misconduct of any Owner, the Master Association may assess that expense exclusively against such Owner's Unit and any such assessment shall be deemed a Regular Assessment for purposes of this Declaration.

4.13 Lien for Assessments, Fines and Compliance Expenditures. Subject to and in accordance with C.R.S. § 38-33.3-316, the Master Association shall have a lien against each Unit to secure payment of any Assessment, fine, Compliance Expenditure or other amount due and owing to the Master Association with respect to the Owner of that Unit. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Colorado. Upon written request, the Master Association shall send to an Owner or its designee (including any prospective mortgagees, purchasers, tenants, or lessees), or to a First Mortgagee or its designee, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. Such statement shall be delivered personally or by certified mail, first-class postage pre-paid, return receipt to the Master Association's registered agent. The statement shall be sent within fourteen (14) calendar days after receipt of the request and shall be binding on the Master Association, the Board and every Owner. If such statement is not sent to the inquiring party, delivered personally or by certified mail, first-class postage pre-paid, return receipt requested, then the Master Association shall have no right to assert a lien upon the Unit for unpaid Assessments or fines which were due as of the date of the request. The Master Association shall have the right, but not the obligation, to prepare and record in the Records a "Notice of Lien" which shall set forth: (i) the amount of any Assessment, fine, Compliance Expenditure or other amount due and owing to the Master Association; (ii) the date such

amount was due and payable and from which interest accrues; (iii) all costs and expenses including reasonable attorney fees incurred in collecting the unpaid amount to the date of recording of such Notice of Lien; (iv) the Unit affected by the lien; and (v) the name or names, last known to the Master Association, of the Owner or Owners of the Unit. Notwithstanding anything to the contrary contained herein, all properties dedicated to, and accepted by, a local public agency, public authority, municipal corporation, governmental or quasi-governmental entity, and the Common Area(s) and Limited Common Element(s) shall be exempt from the lien for Assessment, fine, Compliance Expenditure, or other amount owing to the Master Association.

4.14 Lien Priority. A lien recorded in accordance with this Declaration shall be prior to all other liens and encumbrances on a Unit except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) a lien on a First Mortgage which was recorded before the date on which the Assessment, fine, Compliance Expenditure or other amount due and owing to the Master Association sought to be enforced became delinquent; (iii) and liens for real estate taxes and other governmental assessments or charges against the Unit. Notwithstanding the foregoing, the lien for Assessment, fine, Compliance Expenditure or other amount due and owing to the Master Association is also prior to the lien of a First Mortgage to the extent of an amount equal to the Assessments based on a periodic budget adopted by the Master Association pursuant to section 4.8 which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by either the Master Association or any party holding a lien senior to any part of the Association lien created under this Declaration or an action or a nonjudicial foreclosure either to enforce or extinguish such lien.

4.15 Duties and Powers of the Master Association. Subject to and in accordance with this Master Declaration, the Master Association shall have all of the rights and powers conferred upon it by law, the Act, this Master Declaration, any Subsidiary Declaration, the Articles and the Bylaws or the articles and bylaws of any Subassociation. Without limiting the generality of the foregoing, the Master Association shall have the following powers and shall perform each of the following duties for the benefit of the Members of the Master Association:

4.15.1 Assessments. To determine, levy and collect Assessments, fines, Compliance Expenditures, and any other charge permitted by this Declaration or the Act.

4.15.2 Master Association Property. Subject to the provisions of C.R.S. § 38-33.3-312, to accept, own, convey, lease, encumber, operate and maintain all Master Association Property (real and personal) which may be conveyed to it by Declarant (or otherwise acquired by the Master Association),

together with all Improvements of whatever kind and for whatever purpose which may be located in said areas.

4.15.3 Title to Property Upon Dissolution.

Subject to C.R.S. § 38-33.3-218, in the event of dissolution of the Master Association, the Common Area shall, to the extent permitted by law and where reasonably possible, be conveyed or transferred to an appropriate governmental or quasi-governmental agency or agencies, or to a nonprofit corporation, association, trust or other organization, to be used for the common benefit of the Owners for similar purposes for which the Common Area was held by the Master Association. To the extent the foregoing is not possible, the Common Area shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed first for the payment of debts and obligations incurred by the Master Association and then to the Unit Owners in an equitable manner determined by the Board (which determination will be conclusive) based upon the General Common Allocation for each Unit.

4.15.4 Repair and Maintenance of Master Association Property. To maintain in good repair and condition all lands, Improvements, and other Master Association Property owned, controlled or maintained by the Master Association. To include, as part of the annual budget, reserve funds in an amount determined by the Board for repairs and replacement of Improvements and other Master Association Property owned, controlled, or maintained by the Master Association.

4.15.5 Maintenance of Common Areas. To maintain Common Areas, Limited Common Elements, and Improvements thereon which shall be installed, or otherwise accepted for maintenance by Declarant and/or the Master Association and, in addition, to maintain certain designated landscaped areas located along and within certain designated primary public rights-of-way and drainage and other easements located on or benefitting the Property where such maintenance obligation has been accepted by the Master Association or Declarant.

4.15.6 Payment of Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any Master Association Property, to the extent that such taxes and assessments are not levied directly upon the Members. The Master Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

4.15.7 Insurance. To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount, and to comply with C.R.S. § 38-33.3-313.

4.15.8 Rules. To make, establish and promulgate, and in its discretion to amend or repeal and reenact, such rules as

it deems proper covering any and all aspects of its functions or the function of any committee appointed by the Master Association, including the use and occupancy of Master Association Property ("Rules"). Without limiting the generality of the foregoing, such Rules may set dues and fees and establish the regulations governing the operation of Master Association Property and/or Common Areas and may include architectural standards and design guidelines. Each Member shall be entitled to examine such Rules at any time during normal working hours at the principal office of the Master Association.

4.15.9 Lowry Design Review Committee. To appoint and remove members of the Lowry Design Review Committee as provided in Article 5 hereof, and to insure that at all reasonable times there is available a duly constituted and appointed design review committee.

4.15.10 Enforcement. To enforce, on its own behalf and on behalf of all Owners, all of the covenants, conditions and restrictions set forth in this Master Declaration and the Restrictions, which includes any architectural standards and/or design guidelines, under an irrevocable power of attorney (hereby granted) coupled with an interest as beneficiary of said covenants, conditions, and restrictions, and as assignee of Declarant, and to perform all other acts, whether or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of the Restrictions.

4.15.11 Management Company. The Master Association may, but shall not be obligated to, retain the services of a professional management company to manage some or all of the affairs of the Master Association provided that: (i) such company shall be licensed to do business in the State of Colorado, to the extent required by law; (ii) the term of any contract for such services shall not exceed one (1) year and shall be terminable on thirty (30) days written notice, with or without cause and without the payment of a termination fee; and (iii) each and every management contract made between the Master Association and a manager or managing agent during the Period of Declarant Control shall terminate absolutely and, in any event, no later than thirty (30) days after the expiration of the Period of Declarant Control.

4.15.12 Borrowing. Subject to the provisions of C.R.S. § 38-33.3-312, to borrow money and to incur indebtedness for the purposes of the Master Association, and to cause to be executed and delivered therefor, in the Master Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecation or other evidences of debt and securities therefore encumbering the Common Area, or portions thereof and/or other Master Association Property.

4.15.13 Assignment. To assign its right to future income, including the right to receive Assessments.

4.15.14 Acceptance of Assignments. To accept, hold, and exercise any right to enforce restrictions upon property, including but not limited to rights assigned by the Declarant to the Master Association which were created by or which arise from deed or contract.

4.15.15 Rosters. To create and maintain a current roster of all known Unit Owners and First Mortgagees, together with their mailing addresses and telephone numbers as reported to or known by the Master Association.

4.15.16 Other. To carry out all duties of the Master Association set forth in the Restrictions.

4.16 Non-Liability of Officials. To the fullest extent permitted by law, neither Declarant, the Board of Directors, the Lowry Design Review Committee, any other committee of the Master Association nor any member thereof, nor any officers, directors, partners, or employees of the Declarant or of the Master Association or any other Person shall be liable, except for wanton and willful act or omissions, for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of Plans or Specifications (whether or not defective), course of action, act, inaction, omission, error, negligence, or the like made in good faith and which Declarant, the Board, or such committees or officers reasonably believed to be within the scope of their respective duties, subject to C.R.S. § 38-33.3-303(2).

4.17 Indemnification. To the fullest extent permitted by law, Declarant, and every director, officer, committee member, partner and shareholder of the Master Association, the Lowry Design Review Committee, and of the Declarant (to the extent a claim may be brought by reason of Declarant's appointment, removal, or control over members of the Board or its control over the Master Association or any committee thereof) shall be and is hereby indemnified by the Master Association. Every other person serving as an employee or direct agent of the Master Association, or otherwise acting on behalf of, or at the request of, the Master Association may, in the discretion of the Board, be indemnified by the Master Association. Any such indemnification shall be limited to all expenses and liabilities (including, without limitation, all attorneys' fees and court costs) reasonably incurred by or imposed upon such person in connection with any proceeding to which he may be a party or in which he may become involved, by reason of having appointed, removed, controlled, or failed to control members of the Board, or controlled, or failed to control the Master Association, or incurred in any settlement thereof, whether or not he is a director, officer or member of a committee or serving in such other specified capacity at the time such expenses are incurred.

4.18 Non-Liability for Certain Changes and Amendments. Neither the Declarant, the Master Association, nor their successors or assigns shall be liable to, or subject to injunction by, any Member or Owner or to one another in the event that any change in zoning of the Property is sought or obtained, or in the event that any subdivision map amendment or change in density shall be sought and obtained.

4.19 Audit. The Master Association shall provide a financial statement (which may or may not be audited) for the immediately preceding fiscal year, free of charge to the party so requesting, to any first Mortgagee of a Unit, or any insurer or guarantor of such a First Mortgage, within a reasonable time after written request therefor by any such party.

4.20 Master Association Books and Records. The Master Association shall make available to Owners, First Mortgagees, and insurers or guarantors of any such First Mortgage, current copies of this Master Declaration, the Articles, Bylaws, Rules and regulations, books, records, and financial statements of the Master Association. "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances. The Master Association may set a reasonable charge for reproduction of any document requested by any Person.

4.21 Termination of Contracts and Leases of Declarant. The following contracts and leases, if entered into before the Board elected by the Owners pursuant to section 4.3.3 takes office, may be terminated without penalty by the Board of the Master Association, at any time after the Board elected by the Owners pursuant to section 4.3.3 takes office, upon not less than ninety (90) days' notice to the other party:

4.21.1 Any management contract, employment contract, or lease of recreational or parking areas or facilities;

4.21.2 Any other contract or lease between the Master Association and Declarant or an affiliate of Declarant; or

4.21.3 Any contract or lease that is not bona fide or was unconscionable to the Owners at the time entered into under the circumstances then prevailing.

This section does not apply to any lease the termination of which would terminate the planned community created by this Master Declaration or reduce its size, unless the real estate subject to that lease was included in the planned community for the purpose of avoiding the right of the Master Association to terminate a lease under this section or a proprietary lease.

4.22 Surplus Funds. Any surplus funds of the Master Association remaining after payment of, or provision for, common expenses, costs, obligations and any prepayment of or provision for reserves shall not be credited to the owners but shall, instead, be added to any reserve accounts maintained by the Master Association.

ARTICLE 5 LOWRY DESIGN REVIEW COMMITTEE

5.1 LDRC Membership. The Lowry Design Review Committee ("LDRC") shall consist of at least three (3) voting members or any odd number of voting members not to exceed eleven (11) voting members, which members need not be Owners or Members of the Master Association. The Board may reduce the number of members of the LDRC to three and increase it to an odd number of members not to exceed eleven as often as the Board wishes. Each member of the LDRC shall hold office until such time as he or she has resigned and his or her successor has been appointed or until such time that the member is removed, as provided in this article. A member of the LDRC may be removed at any time without cause or reason.

5.2 Appointment and Removal. The Board shall have the right to appoint and remove all members of the LDRC, except that during the Period of Declarant Control, Declarant may appoint and remove all members of the LDRC.

5.3 Architectural Standards and Design Guidelines. Subject to Board approval, the Lowry Design Review Committee may, from time to time, publish, amend, and promulgate architectural standards and/or design guidelines which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intent of this Master Declaration and to encourage and achieve efficient, coordinated, and high quality use of the Property. Such standards and guidelines shall be rules and regulations of the Master Association and shall be in the initial form and substance of the "Design Guidelines for the Lowry Community" ("Design Guidelines") attached hereto as an appendix; provided that the Design Guidelines may be amended from time to time by the Master Association as provided by the Design Guidelines and this Declaration. Attachment of such Design Guidelines to this Master Declaration is for informational purposes only and such attachment shall not result in the incorporation of such Design Guidelines into this Master Declaration. PRIOR TO ACQUIRING ANY UNIT OR UNDERTAKING ANY IMPROVEMENT OF A UNIT, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE AND/OR OWNER MUST CONTACT THE DECLARANT OR THE LOWRY DESIGN REVIEW COMMITTEE TO OBTAIN AND REVIEW THE MOST CURRENT ARCHITECTURAL STANDARDS AND DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION, LANDSCAPE AND USE OF THE UNIT AND THE STRUCTURES TO BE CONSTRUCTED OR RENOVATED THEREON. THE ARCHITECTURAL STANDARDS AND DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, RECOMMENDATIONS, OR LIMITATIONS IN

ADDITION TO THOSE EXPRESSLY SET FORTH OR REFERRED TO IN THE RESTRICTIONS AND MORE STRINGENT STANDARDS, REQUIREMENTS OR LIMITATIONS THAN THE SPECIFIC STANDARDS, REQUIREMENTS OR LIMITATIONS SET FORTH OR REFERRED TO IN THE RESTRICTIONS.

5.4 Review of Proposed Construction. Whenever in this Master Declaration or in any Subsidiary Declaration the approval of the Lowry Design Review Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which in its sole discretion are relevant. Prior to commencement of any construction of any Improvement on the Property, the Plans and Specifications therefor shall be submitted to the Lowry Design Review Committee, and construction thereof may not commence unless and until the LDRC has approved such Plans and Specifications in writing. The LDRC shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Master Declaration, and perform such other duties assigned to it by this Master Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specification approved by the LDRC. The LDRC shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated are in compliance with the Restrictions, will not be detrimental to a residential area and/or the Property as a whole, and that the appearance of any structure affected thereby will be in aesthetic harmony with the surrounding structures. The LDRC may condition its approval of Plans and Specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving the material submitted. The LDRC may require a reasonable fee to accompany each application for approval. The LDRC may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the LDRC of all required Plans and Specifications and other information, the LDRC may postpone review of any material submitted for approval. Upon certified receipt and acceptance by the LDRC of all required Plans and Specifications and other information, the LDRC shall have thirty days in which to approve or disapprove such Plans and Specifications in writing. At such time as the Plans and Specifications meet the approval of the LDRC, one complete set of Plans and Specifications will be retained by the LDRC, one complete set shall be delivered to the Declarant, and a complete set of Plans will be marked "Approved" and returned to the Owner. If found not to be in compliance with the Restrictions, one set of such Plans and Specifications shall be returned to the Owner or the Owner's designee marked "Disapproved", accompanied by a reasonable statement of items found not to so comply. Any material modification or change to an approved set of Plans and Specifications must again be submitted to the LDRC for its

inspection and approval. If the LDRC fails to approve or disapprove properly submitted Plans and Specifications within such thirty-day period, the submitted Plans and Specifications shall be deemed to have been approved. The LDRC is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other Improvements and locations, quality and quantity of landscaping on the Units, and may disapprove aspects thereof which may, in the reasonable opinion of the LDRC, adversely affect the living enjoyment of one or more Owner(s) or of the general value of the Property. The LDRC is also permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted in accordance with the reasonable opinion of the LDRC.

5.5 Meetings of the LDRC. The LDRC shall meet from time to time as necessary to perform its duties hereunder. The LDRC may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for and on behalf of the LDRC, except the granting of waiver or variances pursuant to section 5.11. In the absence of such designation, the vote of the majority of all of the members of the LDRC, or the written consent of a majority of all of the members of the LDRC taken without a meeting, shall constitute an act of the LDRC.

5.6 No Waiver of Future Approvals. The approval or consent of the LDRC to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the LDRC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter subsequently or additionally submitted for approval or consent by the same or a different Person.

5.7 Compensation of Members. The members of the LDRC may, at the sole discretion of the Declarant or the Board, as appropriate, be entitled to reasonable compensation from the Master Association for services rendered, together with reimbursement for expenses incurred by them in performance of their duties hereunder. Any decision to provide such compensation shall be determined and memorialized in writing by Declarant during the Period of Declarant Control and thereafter by the Board.

5.8 Inspection of Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

Upon the completion of any Improvement for which approved Plans and Specifications are required under this Master Declaration or any architectural standards or design guidelines, the Owner or applicant for approval shall give a written notice of completion to

the LDRC. Within such reasonable time as the LDRC may designate, but not to exceed fifteen (15) days after LDRC's receipt of a written notice of completion, the LDRC or its duly authorized representative may inspect such Improvement. If the LDRC finds that the improvement complies with all applicable requirements and the approved Plans and Specifications, the LDRC shall provide to the owner or applicant written certification of such finding. If the LDRC finds that such work was not performed in strict compliance with all applicable requirements and the approved Plans or Specifications submitted or required to be submitted for approval of the Improvement, the LDRC shall issue a notice of noncompliance and shall provide written demand that such noncompliance be remedied within fifteen (15) days. If for any reason after receipt of written notice of completion from the Owner, the LDRC fails to send notice of noncompliance to the Owner within forty-five (45) days of LDRC's receipt of the notice of completion, the Improvement shall be deemed to be in conformance with the approved Plans or Specifications. The Owner may demand, and the LDRC shall provide, written certification of such conformance where the LDRC is unable to verify that notice of nonconformance was timely sent as required by this section.

5.9 Inspection of Work in Progress. In addition to the inspection of completed work as provided by this Master Declaration, the LDRC may investigate or inspect any Property within the Lowry Community for conformance or compliance with the mandatory requirements of this Master Declaration or any architectural standards or design guidelines promulgated hereunder. Where such investigation or inspection reveals that the Property is not in compliance with such requirements, the LDRC may send notice of noncompliance to the Owners of such Property. Such notice shall be sent via certified mail/return receipt requested and shall identify the particular circumstances or conditions of the Property that fail to conform to specified sections of such requirements. Such notice shall also contain the date, time, and place of a hearing held by the LDRC for the purpose of evaluating the Property's conformance with such requirements and to consider the issuance of a finding of noncompliance. Notice of noncompliance shall also be sent via first class U.S. Mail addressed to "Occupant" at the addresses of properties adjacent to the Property for which the notice of noncompliance is issued. All notices of hearing shall be sent no less than fifteen (15) days prior to the date of the hearing. On the date and time of the hearing noticed as required by this section, the LDRC shall hear and consider information and evidence presented by interested parties regarding the conformance of the Property with such requirements. The hearing shall be conducted in accordance with bylaws, rules and procedures promulgated by the LDRC. At the conclusion of the hearing, the LDRC shall either: (1) make a finding that the Property is in conformance with the requirements; (2) make a finding that the Property is not in conformance; or (3) continue the hearing to a date certain for the purpose of obtaining

additional information regarding conformance. Where the Property is determined to be not in conformance with the requirements, the LDRC shall issue a written finding of noncompliance. Such finding of noncompliance shall be sent to the Board of Directors. If the LDRC issues a finding of noncompliance, the Owner may appeal to the Board of Directors by giving written notice of such appeal to the Board and the LDRC within thirty (30) days after receipt of the finding of noncompliance by the Owner. The Board of Directors shall provide notice and shall hear the matter in accordance with the provisions of its Bylaws. At the conclusion of the hearing, the Board shall decide whether or not there has been such noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. Where the Owner does not timely appeal the LDRC's finding of noncompliance, the Board shall ratify the finding of noncompliance and the Board may correct, remedy, or remove such noncompliance in accordance with this Master Declaration or the Restrictions. If the Board of Directors determines that noncompliance exists or ratifies a finding of noncompliance, the Owner shall correct, remedy, or remove the same within a period of not more than twenty (20) days from the date of receipt by the Owner of the ruling of the Board of Directors. The Board may provide additional time, not to exceed a total of sixty (60) days, in which the Owner must bring the Property into compliance. If the Owner does not comply with the Board ruling within such period, the Board may, at its option, record a notice of noncompliance against the real property on which the noncompliance exists, may remove the noncomplying Improvement, or may otherwise remedy the noncompliance, and the Owner shall reimburse the Master Association, upon demand, for all expenses incurred therewith. If such expenses are not promptly repaid by the Owner to the Master Association, the Board may levy such assessments and penalties as permitted by the Master Declaration against the Owner of the property for such costs and expenses. The right of the Master Association to correct, remedy, or remove any noncompliance shall be in addition to all other rights and remedies which the Master Association may have at law, in equity, or under this Master Declaration or other Restriction. If at any time prior to the Board of Director's final determination of noncompliance or ratification of a finding of noncompliance, the Owner may notify the LDRC in writing that the noncompliance has been corrected, remedied, or removed. Following LDRC inspection of the Property and confirmation that the Property is in compliance, the LDRC may suspend all actions to enforce compliance.

Any inspection by the LDRC or the Master Association shall not be a representation by the LDRC or the Master Association that there has been or will be compliance with the Plans and Specifications, the provisions of this Master Declaration, and any design guidelines, rules, or regulations promulgated under this Declaration or that the Unit, improvements, thereon are free from defective materials or workmanship.

5.10 Non-Liability of LDRC Members. Neither the LDRC nor any member thereof nor the Board nor any member thereof shall be liable to the Master Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the LDRC's or the Board's respective duties under this Master Declaration unless due to the wanton and willful misconduct of the LDRC or its member or the Board or its member, as the case may be. Except insofar as its duties may be extended with respect to a particular area by a Subsidiary Declaration, the LDRC shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, solely on the basis of conformance with the Restrictions, aesthetic considerations and the overall benefit or detriment which would result to the surrounding residential area and the Property generally. The LDRC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building, zoning or other codes.

5.11 Waivers and Variances. Subject to Federal, State and local laws, ordinances, rules and regulations, the LDRC may authorize waivers or variances from compliance with any of the architectural or design provisions included in the Restrictions (but not this Master Declaration), including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, setbacks, building envelopes, colors, materials, or similar restrictions. Such waivers or variances must be evidenced in writing and must bear the signature of an authorized member of the LDRC which confirms that the waiver or variance was approved by at least a majority of all of the members of the LDRC. If such a waiver or variance is granted, no violation of the Restrictions or any architectural standards or design guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of this variance shall not operate to waive or vary any of the terms and provisions of the Restrictions or any architectural standards or design guidelines for any purpose except as to the property and particular provision and in the particular instance covered by the waiver or variance. It is expressly understood that any waiver or variance of the type described in this section relates only to the architectural provisions of the Restrictions and/or any architectural standards or design guidelines as applicable, and does not relate to any federal, state and/or local laws, ordinances, rules and/or regulations.

A waiver or variance may be granted where all of the following factors are found by the LDRC to be present or exist:

- A. An applicant has requested in writing the granting of a waiver or variance to a specific requirement imposed by the Restriction; and
- B. Strict application of the Restriction would be impossible, unduly harsh, or unnecessary in light of either:
 - (1) physical conditions or physical restraints such as topography, natural obstructions, aesthetic, or environmental considerations present on the applicant's property; or
 - (2) the presence of an extreme and unjustified economic hardship to the applicant under the circumstances particular to the proposed Improvement; or
 - (3) the applicant's proposal, although not meeting the requirements of the Restrictions, directly and substantially advances the stated intent of the Restriction; and
- C. The waiver or variance would not unreasonably burden other property within the Lowry Community or an adjacent property; and
- D. The waiver or variance granted is the minimum possible to alleviate the physical condition or relieve the hardship; and
- E. The waiver or variance requested is not the result of or made necessary by actions or activities of the applicant.

An applicant for a waiver or variance shall bear the burden of establishing the standards justifying the waiver or variance and shall present sufficient and competent information and evidence justifying the granting of any requested waiver or variance. The LDRC may impose reasonable conditions on such waiver or variance as are necessary or desirable to advance the intent or goals of the Restrictions. Evidence that the proposed Improvement will exceed other standards or requirements or where the proposed Improvement significantly advances the goals and policies of the Lowry Development Plan and/or the architectural standards or design guidelines, may be favorably considered by the LDRC in the determination of the granting or denial of a waiver of variance.

The LDRC shall hold at least one hearing to consider the request for any variance or waiver. No less than fifteen (15) days before such hearing, notice of the time, date, place, description of the requested waiver or variance, and the street address or other identifying description of the property shall be sent or delivered

by the applicant to the mailing address for each property which is adjacent to the property for which the waiver or variance is requested. The applicant shall provide an affidavit to the LDRC at the time of the hearing evidencing that the required mailing was performed in accordance with this section. The LDRC may require by rule or regulation additional notice requirements for hearings of requests for waivers or variances. Where the LDRC determines that the standards for granting a waiver or variance are satisfied, a written recommendation that the waiver or variance be granted shall be signed by the Chairman of the LDRC. Such recommendation shall be delivered by the LDRC to the Board of Directors or the Board's designee within five (5) days of the date of such recommendation. Upon receipt of a recommendation for granting of a waiver or variance, the Board may either ratify the recommendation or remand the recommendation to the LDRC for further consideration. If the Board ratifies a recommendation of approval or denial, such ratification shall become effective immediately upon issuance of a written ratification of the LDRC's recommendation by the Board of Directors. Any remand to the LDRC shall be accompanied by a statement of reasons for such remand and such remand shall be reconsidered by the LDRC. Following such remand, the LDRC shall reconsider the requested waiver or variance and resubmit its recommendation to the Board within seven (7) days following receipt of the remand and the statement of reasons. No hearing or notice of the Board's action shall be required prior to remand or ratification of any recommendation. In the event that the Board of Directors fails for any reason to remand or ratify a recommendation of the LDRC within seven (7) days of receipt of the recommendation, the recommendation of the LDRC shall be deemed ratified and effective. Any applicant aggrieved by the denial of a request for a waiver or variance or aggrieved by a condition imposed upon an approved waiver or variance may appeal to the Board of Directors by giving written notice of such appeal to the Board of Directors and to the LDRC within twenty (20) days of the date of the Board's ratification of such denial or refusal. Within ten (10) days following receipt of the notice of appeal, the Board of Directors shall hear the appeal in accordance with the provisions of the Bylaws for notice and hearing, and the Board shall decide whether or not the requested waiver or variance or the conditions imposed by the LDRC shall be approved, disapproved, or modified. The Board of Director's decision on appeal shall be final.

The granting of a waiver or variance shall not operate to waive or vary in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, the subdivision regulations and zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

5.12 Subsidiary Design Review Committees. The Lowry Design Review Committee may, from time to time, establish and delegate authority to subsidiary architectural or design review

boards or committees to govern and regulate the construction and development upon specified portions of the Property and to enforce the terms of this Master Declaration, design guidelines, and any applicable subsidiary declaration. The Board shall appoint and remove the members of any such subsidiary architectural or design review board or committee in a manner consistent with its appointment of members to the Lowry Design Review Committee and shall be responsible for promulgating all rules and procedures under which such subsidiary architectural or design review boards or committees shall operate; provided such rules and procedures shall substantially conform with the rules and procedures set forth in this article. If the Lowry Design Review Committee and the Board adopt any additional architectural standards or design guidelines with respect to any such specified portion of the Property, the Lowry Design Review Committee or any subsidiary architectural review committee shall be required to enforce such standards and/or design guidelines.

5.13 Prior Existing Development Approvals. The LDRC shall ratify and accept any Plans and Specifications approved by the Declarant provided that such approval was made prior to the date of recordation of this Master Declaration by written agreement, contract, or other document executed by the Declarant. Where an improvement depicted or described within Declarant-approved Plans and Specifications does not conform or comply with an applicable requirement contained in any adopted architectural standards or design guidelines, a waiver or variance shall be deemed to have been properly granted for such non-conforming improvement. It is the intent of this section that such Declarant-approved Plans and Specifications shall be integrated and incorporated into the LDRC's review processes and procedures to the greatest extent possible and that concepts, locations, designs, details, and other specifications which are depicted in the Declarant-approved Plans and Specifications are not subject to further review and approval of the LDRC. Nothing in this section is intended to limit, prevent, or preclude the LDRC from requiring the submission of additional Plans and Specifications necessary to integrate such Declarant-approved development plans into any LDRC review processes and procedures. Any modification, revision, change, or amendment to a Declarant-approved Plan and Specification which is proposed or requested after recordation of this Master Declaration shall be subject to LDRC review and approval in accordance with this Master Declaration and any architectural standards or design guidelines.

ARTICLE 6 EASEMENTS

6.1 Maintenance Easement. An easement is hereby granted to the Declarant and the Master Association, its officers, agents, employees and assigns upon, across, over, in, and under the

Common Area and a right to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated to and permitted to perform pursuant to this Master Declaration.

6.2 Utilities Easement. A blanket easement is hereby created upon, across, over, and under the Common Area for public utilities and the installation, replacement, repair, and maintenance of utilities including, but not limited to, public water, sewer, gas, telephones, electricity and cable television systems, if any. By virtue of this blanket easement, it shall be expressly permissible to erect and maintain the necessary public facilities, equipment and appurtenances on the Property and to affix, repair, and maintain water and sewer pipes, gas, electric, telephone, and television wires, circuits, conduits and meters. In the event any public utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over, or under any part or all of the Common Area without restricting or nullifying the terms hereof; provided, however, that such right and authority shall cease and terminate upon conveyance by Declarant of the last Unit within the Property to the first Owner thereof (other than Declarant). The easement provided for in this section shall in no way affect, avoid, extinguish, or modify any other recorded easement(s) on the Property.

6.3 Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress, and egress over, in, upon, under, and across the Common Area including, but not limited to, the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's construction on the Property.

6.4 Declarant's Easements. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements for access, utilities, drainage, water and any other purposes incident, associated, or related to development, maintenance, lease, improvement, and/or sale of the Units and for the exercise of its Special Declarant Rights located in, on, under, over and across the Common Area and any Master Association Property during the Period of Declarant Control, provided that such easements do not create a permanent, unreasonable interference with the rights of the Owners. Upon termination of the Period of Declarant Control, an easement is hereby granted to the Master Association for purposes permitted by this Master Declaration.

6.5 Easements Deemed Created. All conveyances of portions of the Property (including Units) hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve

the easements contained in this Article 6, even though no specific reference to such easements or to this Article 6 appears in the instrument of such conveyance.

ARTICLE 7 AMENDMENT

7.1 Amendment. Subject to the provisions of section 7.2 and C.R.S. § 38-33.3-217, any amendment to this Master Declaration that would terminate the Master Declaration shall require the affirmative vote or written consent of the Members to whom at least sixty-seven percent (67%) of the votes in the Master Association are allocated and, during the Period of Declarant Control, the written approval of Declarant. Further, any termination of this Master Declaration and the planned community created hereby, must be in accordance with C.R.S. § 38-33.3-218. Except as provided in the foregoing, and subject to section 7.2 hereof and C.R.S. §§ 38-33.3-217 and 218, this Master Declaration may be amended by the affirmative vote or written consent of the Members to whom at least sixty-seven percent (67%) of the votes in the Master Association are allocated and, during the Period of Declarant Control, with the written approval of Declarant.

7.1.1 An amendment to this Master Declaration shall be effective only upon the occurrence of all of the following events:

7.1.1.1 The amendment shall have been reduced to a writing, which writing shall have been approved (by an affirmative vote or written consent) by the applicable required percentage of Members and, if applicable, Declarant and the First Mortgagees;

7.1.1.2 A written certificate, executed and acknowledged by the president or any vice president of the Master Association, shall be attached to the written amendment which shall state that such amendment was approved by the applicable required percentage of Members, Declarant and by First Mortgagees, if any, who are required to approve such amendment pursuant to sections 7.1 or 7.2; and

7.1.1.3 The approved written amendment described in section 7.1.1.1, and including the certificate described in section 7.1.1.2, shall be Recorded in the Records.

7.1.2 It will be a presumption subsequent to the Recording of an amendment to this Master Declaration pursuant to section 7.1.1.3 that all votes and consents required to pass the same pursuant to this Master Declaration were duly obtained (at a duly-called meeting of the Master Association, in the case of votes). Such presumption may be rebutted by an action commenced

within one year from the date the amendment is Recorded; in the absence of any such action, such presumption shall thereafter become conclusive.

7.1.3 Except to the extent expressly permitted or required by the Act and/or this Declaration, no amendment made to this Master Declaration may create or increase Special Declarant Rights, increase the total number of Units stated by section 1.1.43, or change the boundaries of any Unit or the allocation interests of a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

7.2 First Mortgagee Approval. Except to the extent otherwise provided herein, the prior written consent of at least a majority (i.e. more than 50%) of the total number of votes entitled to be cast by First Mortgagees identified in the roster of the Master Association required by section 4.15.14 must be obtained to add or amend any provisions of this Master Declaration, the Articles, or Bylaws of the Master Association, which establish, provide for, govern, or regulate voting allocation. Except to the extent otherwise provided herein, the prior written consent of at least sixty-seven percent (67%) of the total number of First Mortgagees identified in the roster of the Master Association required by section 4.15.14 must be obtained to add or amend any provisions of this Master Declaration, the Articles, or Bylaws of the Master Association, which establish, provide for, govern, or regulate: (i) any provisions which are for the express benefit of First Mortgagees; or (ii) any action to terminate this Master Declaration. Nothing contained in this section may operate to (a) deny or delegate control over the general administrative affairs of the Master Association by the Owners or the Board; or (b) prevent the Master Association or the Board from commencing, intervening in, or settling any solicitation or proceeding; or (c) prevent any insurance trustee or the Master Association from receiving and distributing any insurance proceeds pursuant to C.R.S. § 38-33.3-313. The vote attributed to and to be cast by a First Mortgagee shall be based upon the percentage number obtained by dividing the vote or votes allocated to the Unit encumbered by the First Mortgage held by the First Mortgagee by the total number of votes allocated to all First Mortgagees. Where a First Mortgagee fails to respond to a request for mortgagee consent within the time specified in the request for consent, the First Mortgagee's failure to respond shall be deemed consent to such amendment.

7.3 Notice of Action. Upon written request to the Master Association, identifying the name and address of the First Mortgagee or insuror or guarantor of the First Mortgage and the residence address of the Unit which is subject to such First Mortgage, each such First Mortgagee of a Unit, or insuror or guarantor of such a First Mortgage, shall be entitled to timely written notice of:

7.3.1 Any condemnation or casualty loss which affects a material portion of the Property or any Unit subject to a First Mortgage held, insured, or guaranteed by such First Mortgagee, insuror, or guarantor of a First Mortgage;

7.3.2 Any delinquency in the payment of Assessments or charges owed to the Master Association by the Owner of the Unit subject to a First Mortgage held, insured, or guaranteed by such First Mortgagee, insuror, or guarantor, or any default by such Owner in any obligation under the Master Declaration, Articles or Bylaws of which the Board has actual knowledge, when such delinquency and/or default remains uncured for a period of sixty (60) days;

7.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association; and

7.3.4 Any proposed action which would require the consent of a specified percentage of First Mortgagees as provided in this Article 7.

7.4 Expenses. Subject to C.R.S. § 38-33.3-217, all expenses associated with preparing and recording an amendment to this Master Declaration shall be the sole responsibility of the Master Association; provided, however, that if the particular amendment is required as a result of the Declarant's exercise of its Special Declarant Rights, then all such expenses shall be the sole responsibility of Declarant and if the particular amendment is required as a result of a certain Owner's request to relocate boundaries between Units or to subdivide Units or to reallocate limited common elements (as that term is defined in the Act), then all such expenses shall be the sole responsibility of the requesting Owner.

ARTICLE 8 MISCELLANEOUS

8.1 Term. This Master Declaration, including all of the covenants, conditions and restrictions contained herein, shall run with and bind the Property up to and including the 25th anniversary of the date of Recording of this Master Declaration, as amended as herein provided. After such 25th anniversary, this Master Declaration, including all covenants, conditions and restrictions contained herein shall be automatically extended for successive periods of ten years each, unless amended and extinguished by a written instrument approved by the Members to whom at least 90% of the votes in the Master Association are allocated and recorded in the Records.

8.2 Notices. Any notice permitted or required to be given by the Restrictions shall be in writing and may be delivered personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or a legal holiday) after a copy of such notice has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Master Association for the purposes of service of notices, or to the residence of such Person if no address has been given to the Master Association. Such address may be changed from time to time by notice given by such Person to the Master Association.

8.3 Severability. In the event that any word, phrase, sentence, section, or portion of this Master Declaration shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Master Declaration shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

8.4 Condemnation.

8.4.1 In the event proceedings are initiated by any government or agency thereof, seeking to take by eminent domain the Common Area, any part thereof or any interest therein, with a value (including loss of value to the balance of the Common Area and Improvements thereon), as reasonably determined by the Master Association in excess of Ten Thousand Dollars (\$10,000), the Master Association shall give prompt notice thereof, including a description of the part of or interest in the Common Area or improvement thereon sought to be so condemned, to all First Mortgagees, all Members, and to the Declarant. The Master Association shall have full power and authority to defend in said proceedings, and to represent the Owners in any negotiations, settlements, and agreements with a condemning authority for acquisition of the Common Area or part thereof, but the Master Association shall not enter into any such proceedings, settlement, or agreements, pursuant to which the Common Area or any part thereof or any interest therein, or any improvement thereon or any part thereof or interest therein, is relinquished, without giving all First Mortgagees, all Members and Declarant at least 15 days' prior written notice thereof.

8.4.2 In the event, following such proceedings, there is such a taking in condemnation or by eminent domain of a part of all of the Common Area, the award made for such taking, if such award is sufficient to repair and restore the Common Area, shall be applied by the Master Association to such repair and restoration. If such award is insufficient to repair and restore the Common Area, or if the full amount of such award is not expended to repair or restore the Common Area, the Master

Association shall disburse the net proceeds of such award to the Owners, the Owner of each Unit receiving an amount based upon the General Common Allocation, provided that the Master Association shall first pay out of the share of each Owner the amount of any unpaid liens or encumbrances on his or her Unit in the order of the priority of such liens or encumbrances. No provision of this Master Declaration or of any other document relating to the Property shall be deemed to give an Owner or any other party priority over the rights of a First Mortgagee pursuant to a First Mortgage in the case of a distribution to an owner of insurance proceeds or condemnation award for losses to or taking of Units, Common Area, or any combination thereof.

8.4.3 If a Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Declaration, the award must include compensation to the Owner for that Unit and its allocated interests whether or not any Common Areas are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Area.

8.4.4 Except as provided in section 8.4.3, if part of a Unit is acquired by eminent domain, the award must compensate the Owner for the reduction in value of the Unit and its interest in the Common Areas, whether or not any Common Areas are acquired.

8.4.5 If part of the Common Area is acquired by eminent domain, that portion of any award attributable to the Common Area taken must be paid to the Master Association. Any portion of the award attributable to the acquisition of a limited common element, as that term is defined in the Act, must be equally divided among the Owners of the Units to which that limited common element was allocated at the time of acquisition. For the purposes of acquisition of a part of the Common Area other than the limited common elements, service of process on the Master Association shall constitute sufficient notice to all Owners, and service of process on each individual Owner shall not be necessary.

8.4.6 The court decree shall be recorded in every county in which any portion of the Property is located.

8.4.7 The reallocations of allocated interests pursuant to this section 8.4 shall be confirmed by an amendment to the Master Declaration prepared, executed, and recorded by the Master Association, in accordance with Article 7 hereof.

8.5 Governing Law. This Master Declaration shall be governed by, and construed under, the laws of the State of Colorado in existence as of the date of Recording of this Master Declaration in the Records.

8.6 Exhibits. All exhibits and riders attached hereto shall be deemed incorporated herein by this reference unless stated otherwise.

8.7 Development Rights and Special Declarant Rights. The Declarant expressly reserves the right to exercise and enforce the Development Rights and the other Special Declarant Rights for twenty (20) years or the maximum time limit allowed by law, whichever period is shorter, unless sooner terminated by a Recorded instrument signed by the Declarant. The Declarant shall exercise such Development Rights and Special Declarant Rights in accordance with the provisions of the Act including, without limitation, C.R.S. § 38-33.3-210. Declarant may exercise any Development Right or Special Declarant Right with respect to all or any portion of the Property or the Additional Lands at any time. No assurances are provided as to the order in which Declarant may subject any portion of the Property or the Additional Lands to the exercise of any Development Right. If any Development Right is exercised with respect to any portion of the Property or the Additional Lands, such Development Right may, but is not required to, be exercised in all or in any other portion of the remainder of the Property or Additional Lands.

8.8 Colorado Common Interest Ownership Act. This Master Declaration shall be subject to all mandatory requirements of the Colorado Common Interest Ownership Act as codified at C.R.S. § 38-33.3-101 et seq., as amended ("CCIOA"). In the event of any conflict between any term or provision of this Master Declaration and any mandatory provision of CCIOA, the mandatory provisions of CCIOA shall control in all instances. In the event of any conflict between any term or provision of this Master Declaration and any permissive or non-mandatory provision of CCIOA, the provisions of this Master Declaration shall control in all instances.

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IN WITNESS WHEREOF, Declarant has executed this Master Declaration as of this 13th day of May, 1997.

DECLARANT:

UNITED STATES OF AMERICA, BY AND THROUGH THE SECRETARY OF THE AIR FORCE

By: Albert F. Lowas, Jr.

Title: ACTING DIRECTOR, AFBLA

Date: May 13, 1997

COMMONWEALTH OF VIRGINIA)

) ss:

COUNTY OF ARLINGTON)

On the 13th day of May, 1997, before me BEVERLY H. ROBERTSON, the undersigned Notary Public, personally appeared ALBERT F. LOWAS, JR., personally known to me to be the person whose name is subscribed to the foregoing Master Declaration, and personally known to me to be the ACTING Director, Air Force Base Conversion Agency, and acknowledged that the same was the act and deed of the Secretary of the Air Force and that he executed the same as the act of the Secretary of the Air Force.

Beverly H. Robertson
Notary Public
Commonwealth of Virginia

My commission expires:

January 31, 1998

ACCEPTANCE OF DESIGNATION AS DECLARANT:

LOWRY ECONOMIC REDEVELOPMENT
AUTHORITY

By: 
James E. Meadows
Executive Director

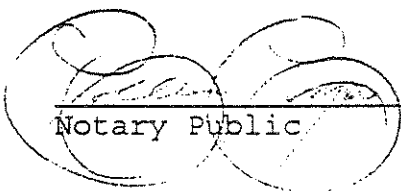
Date: June 4, 1997

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this
4 day of June, 1997, by James E. Meadows, as Executive Director
of the LOWRY ECONOMIC REDEVELOPMENT AUTHORITY.

Witness my hand and official seal.

My commission expires: JUNE 20, 1998


Notary Public

(S E A L)

EXHIBIT A

Legal Description of the Property and Plat or Map Entitled

"LAND SURVEY PLAT LOWRY COMMUNITY"

Recorded contemporaneously with this Master Declaration

EXHIBIT B

Legal Description of Additional Lands

The following shall constitute Additional Lands:

1. All or any portion(s) of the following eleven (11) parcels described in Exhibit A of this Master Declaration:

Parcels SLL, II, L1, T, E, F-1, F-2, FFF-1, FFF-2, FF-2, and FF-1; and

2. All or any portion(s) of the following described property contained within the illustrated outermost boundaries of the Land Survey Plat of the Lowry Community (Exhibit A, page 2 of 2) which are not otherwise described in the legal description of property contained in Exhibit A, Land Survey Plat of the Lowry Community at page 1 of 2:

SE 1/4 of Section 4;
SW 1/4 of Section 3;
SE 1/4 of Section 8;
NE 1/4 of Section 9;
SE 1/4 of Section 9;
NE 1/4 of Section 9;
NW 1/4 of Section 10;
SW 1/4 of Section 10;
SE 1/4 of Section 10;
NW 1/4 of Section 15;
NE 1/4 of Section 15; and
NE 1/4 of Section 16;

all within Township 4 South, Range 67 West of the 6th Principal Meridian, in either the City and County of Denver or Arapahoe County, Colorado; and

3. Undescribed additional real property not to exceed ten percent (10%) of the total area of the Property described in Exhibit A and paragraphs 1 and 2 of Exhibit B of this Master Declaration.

