

AMENDMENT AND RESTATEMENT OF  
DECLARATION OF PROTECTIVE COVENANTS  
OF DENVER INTERNATIONAL BUSINESS CENTER -  
COMMERCIAL PROPERTY

RECITALS

A. Pursuant to documents recorded (1) May 31, 1995, at Reception No. 9500062499 of the real property records of the City and County of Denver, State of Colorado, and (2) October 9, 1995, at Reception No. 9500124902 of the real property records of the City and County of Denver, State of Colorado, the real property described on Exhibit A attached hereto and by this reference incorporated herein was made subject to the Declaration of Protective Covenants of Denver International Business Center - Commercial Property (the "Covenants").

B. Since the recording of the Covenants, the legal description of the property subject thereto has been revised and some of the real property subject thereto has been subdivided and platted, so the legal description of the real property subject to the Covenants now is the legal description set forth on Exhibit B attached hereto and by this reference incorporated herein (the "Covenant Property").

C. The Covenants may be amended by an instrument in writing (1) executed and acknowledged by Owners (as defined in the Covenants) having fifty-five percent (55%) or more of the Amendment/Termination Voting Rights (as defined in the Covenants) and (2) placed of record in the real property records of the City and County of Denver, State of Colorado, and any other county in which at the time of recordation any real property subject to the Covenants is located.

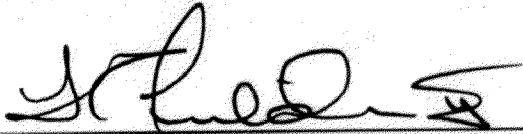
D. The undersigned persons include (1) L.C. Fulenwider, Inc., the original Declarant under the Covenants, (2) Owners (as defined in the Covenants) having fifty-five percent (55%) or more of the Amendment/Termination Voting Rights (as defined in the Covenants), and (3) DIBC Hotel Conference, LLC, a Colorado limited liability company, DIBC Retail, LLC, a Colorado limited liability company, DIBC Commercial, LLC, a Colorado limited liability company, and DIBC Residential, LLC, a Colorado limited liability company, which collectively constitute the Declarant under the Amended and Restated Declaration of Covenants of Denver International Business Center attached hereto.

CONSENT TO AMENDMENT AND RESTATEMENT

NOW, THEREFORE, the undersigned hereby consent to the amendment of the Covenants in their entirety to read as the "Amended and Restated Declaration of Covenants of Denver International Business Center" attached hereto and by this reference incorporated herein. As amended, the Covenants shall continue to apply to all of the Covenant Property.

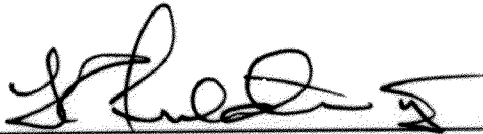
Executed as of the 26<sup>th</sup> day of MARCH, 2002.

L.C. FULENWIDER, INC.,  
a Colorado corporation

By:   
L.C. Fulenwider III, President

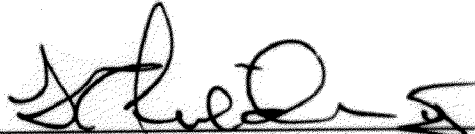
DIBC HOTEL CONFERENCE, LLC,  
a Colorado limited liability company

By: L.C. Fulenwider, Inc.,  
a Colorado corporation,  
as Manager

By:   
L.C. Fulenwider III, President

DIBC RETAIL, LLC,  
a Colorado limited liability company

By: L.C. Fulenwider, Inc.,  
a Colorado corporation,  
as Manager

By:   
L.C. Fulenwider III, President

DIBC COMMERCIAL, LLC,  
a Colorado limited liability company

By: L.C. Fulenwider, Inc.,  
a Colorado corporation,  
as Manager

By: [Signature]  
L.C. Fulenwider III, President

DIBC RESIDENTIAL, LLC,  
a Colorado limited liability company

By: L.C. Fulenwider, Inc.,  
a Colorado corporation,  
as Manager

By: [Signature]  
L.C. Fulenwider III, President

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

The foregoing instrument was acknowledged before me this 26 day of March, 2002, by L.C. Fulenwider III, as President of L.C. Fulenwider, Inc., a Colorado corporation, both for itself and as Manager of DIBC Hotel Conference, LLC, a Colorado limited liability company, DIBC Retail, LLC, a Colorado limited liability company, DIBC Commercial, LLC, a Colorado limited liability company, and DIBC Residential, LLC, a Colorado limited liability company.

My commission expires My Commission Expires July 2, 2005, 2005.

Witness my hand and official seal.



Shannon Arancio  
Notary Public

EXHIBIT A

**DENVER INTERNATIONAL BUSINESS CENTER - COMMERCIAL PROPERTY**  
**ORIGINAL LEGAL DESCRIPTION**

A parcel of land located in Section 4, Township 3 South, Range 66 West of the 6th P.M., City and County of Denver, State of Colorado, described as follows:

Beginning at the northeast corner of said Section 4; thence S 00°47'45" W 2629.95 feet to the east quarter corner of said Section 4; thence S 00°37'49" E 2649.81 feet to the southeast corner of said Section 4; thence N 89°51'32" W 700.05 feet along the south line of said Section 4 to the west line of the east 38 feet of the west half of the east half of the southeast quarter of said Section 4; thence N 00°38'31" E 161.70 feet along said west line; thence 172.01 feet along the arc of a 238.00-foot radius curve to the right thru a central angle of 41°24'35"; thence 117.08 feet along the arc of a 162.00-foot radius curve to the left thru a central angle of 41°24'35"; thence N 00°38'31" E 334.34 feet; thence 117.08 feet along the arc of a 162.00-foot radius curve to the left thru a central angle of 41°24'35"; thence 172.01 feet along the arc of a 238.00-foot radius curve to the right thru a central angle of 41°24'35" to the west line of said east 38.00 feet of the west half east half southeast quarter; thence N 00°38'31" E 1585.25 feet along said line to the south line of the north 38.00 feet of the north half of a north half of said southeast quarter Section 4; thence N 90°00'00" W 1946.53 feet to the west line of said southeast quarter Section 4; thence N 00°40'40" W 38.00 feet to the center quarter corner of said Section 4; thence N 00°42'16" E 1309.28 feet along the west line of said northeast quarter to the easterly line of the tract conveyed by instrument recorded August 10, 1990 in Book 3700 at Page 545; thence N 56°19'52" E 2376.76 feet along said line to a point on the north line of said northeast quarter, distant thereon N 89°45'07" E 1962.13 feet from the northwest corner of said northeast quarter; thence N 89°45'07" E 680.92 feet to the Point of Beginning, containing 172.7 acres, more or less.

**EXHIBIT B**

**DENVER INTERNATIONAL BUSINESS CENTER (COVENANT PROPERTY)**

**CURRENT LEGAL DESCRIPTION (SIX (6) PARCELS)**

**PARCEL 1:**

**A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4, WHENCE THE NORTH QUARTER CORNER THEREOF BEARS S 89°56'05" W; THENCE S 00°48'54" W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 2629.96 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE S 00°48'57" W, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 2649.68 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE N 89°42'27" W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 700.08 FEET TO A POINT BEING 38 FEET WEST OF, AS MEASURED PERPENDICULARLY TO, THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE N 00°49'52" E, ALONG A LINE 38 FEET WEST OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 86.31 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°10'09", A RADIUS OF 438.00 FEET AND AN ARC LENGTH OF 93.03 FEET TO A POINT OF TANGENT; THENCE N 13°00'01" E, ALONG SAID TANGENT, A DISTANCE OF 209.24 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 12°48'52", A RADIUS OF 462.00 FEET AND AN ARC LENGTH OF 103.33 FEET TO A POINT OF TANGENT; THENCE N 00°11'09" E, ALONG SAID TANGENT, A DISTANCE OF 259.88 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 06°59'31", A RADIUS OF 3162.00 FEET AND AN ARC LENGTH OF 385.86 FEET TO A POINT OF TANGENT; THENCE N 06°48'21" W, ALONG SAID TANGENT, A DISTANCE OF 36.17 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 07°38'13", A RADIUS OF 3238.00 FEET AND AN ARC LENGTH OF 431.60 FEET TO A POINT OF TANGENT BEING 38.00 FEET WEST OF, AS MEASURED PERPENDICULARLY TO, THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE N 00°49'52" E, ALONG A LINE 38.00 FEET WEST OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1013.93 FEET TO A POINT BEING 38.00 FEET SOUTH OF, AS MEASURED PERPENDICULARLY TO, THE NORTH LINE OF THE**

SOUTHEAST QUARTER OF SAID SECTION 4; THENCE N 89°49'01" W, ALONG A LINE 38.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 1946.16 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE N 00°52'38" E, ALONG SAID WEST LINE, A DISTANCE OF 38.00 FEET TO THE CENTER OF SAID SECTION 4; THENCE N 00°52'33" E, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1308.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE N 56°29'58" E, A DISTANCE OF 2376.85 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE N 89°56'05" E, ALONG SAID NORTH LINE, A DISTANCE OF 680.91 FEET TO THE POINT OF BEGINNING. CONTAINING 7,526,683 SQUARE FEET OR 172.789 ACRES MORE OR LESS.

EXCEPT THE PORTIONS THEREOF DESCRIBED AS FOLLOWS:

1. ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 1, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
2. ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 2, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
3. ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 3, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
4. ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 8, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
5. ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 9, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 2:

ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 1, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**PARCEL 3:**

**ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 2,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.**

**PARCEL 4:**

**ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 3,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.**

**PARCEL 5:**

**ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 8,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.**

**PARCEL 6:**

**ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 9,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.**

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**AMENDED AND RESTATED**  
**DECLARATION**  
**OF**  
**PROTECTIVE COVENANTS**  
**OF**  
**DENVER INTERNATIONAL BUSINESS CENTER**



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## DECLARATION

The Declarant hereby declares that Denver International Business Center, as defined in Section 2.04 herein ("DIBC"), is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied, and enjoyed subject to the following uniform protective 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 DIBC, to enhance the value, desirability, and attractiveness of DIBC.

This Declaration of Protective Covenants of Denver International Business Center (the "Declaration") shall run with DIBC and all parts thereof; shall be binding upon all persons having or acquiring any interest in DIBC or any part thereof; shall inure to the benefit of and be binding upon every part of DIBC and every interest therein; and shall inure to the benefit of, be binding upon, and be enforceable, at law or in equity, as set forth hereinafter, by the Declarant, its successors in interest, the Design Review Committee acting for itself and as agent on behalf of the Declarant and the Owners, and the Owners' Association.

### ARTICLE 1

#### Statement of Purpose

1.01. The purpose of this Declaration is to ensure the proper use and appropriate development and improvement of all real property that constitutes DIBC so as to provide a harmonious development that will promote the general welfare of the Owners and Tenants thereof and will protect and enhance the present and future value of such real property.

### ARTICLE 2

#### Definitions

2.01. APPOINTING AUTHORITY shall mean the entity or entities that from time to time possess the power, pursuant to Section 3.02 hereof, to appoint members of and consultants to the Design Review Committee.

2.02. BUILDING SITE shall mean any parcel of land that is part of DIBC the size, dimensions, and boundaries of which shall be established by a legal description approved by the DRC.

2.03. DECLARANT shall mean the following entities, collectively: (1) DIBC Hotel Conference, LLC, a Colorado limited liability company; (2) DIBC Retail, LLC, a Colorado limited liability company; (3) DIBC Commercial, LLC, a Colorado limited liability company; and (4) DIBC Residential, LLC, a Colorado limited liability company (collectively, the "DIBC Declarant Entities"); and any entity or entities (a) that succeed to ownership of all or substantially all of that portion of DIBC owned by the DIBC Declarant Entities or any successor Declarant at the time of the succession, and (b) that at the time of such succession are designated in writing by the entity or entities that previously constituted the Declarant to be the Declarant or a part thereof.

2.04. DENVER INTERNATIONAL BUSINESS CENTER (herein sometimes referred to as "DIBC") shall mean all that real property described on Exhibit 1 to this Declaration of Protective Covenants and any real property hereafter made subject to this Declaration of Protective Covenants pursuant to the provisions of Article 15 hereof.

2.05. DESIGN REVIEW COMMITTEE (hereinafter sometimes referred to as "DRC") shall mean the committee created pursuant to Section 3.01 hereof.

2.06. DESIGN REVIEW COMMITTEE RULES AND STANDARDS (hereinafter sometimes referred to as "DRC Rules and Standards") shall mean the rules and standards promulgated by the DRC pursuant to Articles 3 through 8 and 14 hereof.

2.07. IMPROVEMENT shall mean and include every structure and all appurtenances thereto of every kind and type and any other physical change (including, but not limited to, grading and extraction of earth or other substances) upon, over, across, above, or under DIBC or upon existing improvements located in or on DIBC. This definition shall include, but shall not be limited to, the following facilities and activities, whether of a permanent or temporary nature: buildings, outbuildings, parking structures and garages, parking lots and other parking areas, streets, roads, traffic control devices, signs of any type, canopies, awnings, trellises, fences, lawns, landscaping (including landscaping of balconies, plazas, and other portions of buildings), plazas, patios, recreational facilities such as tennis courts and swimming pools, walkways, pedestrian malls, sidewalks, shelters, security and safety devices, bridges, construction trailers and other temporary construction outbuildings, screening walls, retaining walls, stairs, decks, benches and other exterior furniture, hedges, windbreaks, plantings, planted trees and shrubs, poles, exterior air conditioning, water softener fixtures or equipment, aerials, antennas, lighting fixtures, drainage structures, communications equipment including but not limited to microwave dishes and relay equipment, coaxial and fiber optic cables, satellite transmitting and/or receiving ground stations, pumps, wells, tanks, reservoirs, ponds, pipes, lines, meters, towers, and other facilities used in connection with the provision of water, sewer, irrigation, drainage, gas, electric, telephone, regular or cable television, or other services or utilities, and color, texture, material, or other changes to any Improvements.

2.08. MAINTENANCE AND OPERATION ACTIVITY shall mean any activity or function that takes place on an ongoing basis or intermittently for the purpose of maintaining or operating any Improvement during construction or installation of the Improvement or after such construction or installation has been completed or substantially completed, or for the purpose of enabling or facilitating any Property Use to take place.

2.09. MASTER PLAN shall mean the document or set of documents that may include all or any of the following relative to DIBC: concept drawings showing existing and anticipated future land uses, building uses and densities, streets, pedestrian and transit ways,

open space, utilities, drainage, lighting, and other aspects or characteristics of land development; design standards specifying the criteria for building design, signage, landscaping, and other improvements; and policies describing desired uses, density, quality, location, mix, type, intensity, timing, and other aspects or characteristics of land development; which drawings, standards, and policies have been adopted by the DRC as the governing plan for DIBC pursuant to Article 5 hereof. No drawing, standard, policy, or other document shall be or become or constitute part of the Master Plan until its adoption as such by the DRC. Although the Master Plan may include all or any of the drawings, standards, policies, and documents described above, the Master Plan shall not necessarily include any particular item in that list; as long as the DRC has adopted one or more of those drawings, standards, policies, or other documents as the Master Plan, then a valid Master Plan shall exist.

2.10. OWNER shall mean the person or persons, including the Declarant, who own or hold an aggregate fee simple interest in any of the real property subject to this Declaration. For purposes of this Declaration, the owners or holders of an "aggregate fee simple interest" shall not include holders or owners of (a) mortgages, deeds of trust, and other instruments pursuant to which said real property secures indebtedness, (b) easements, rights-of-way or licenses that pertain to or affect said real property, (c) water, mineral, air, or subsurface rights that, as appropriate, are located in, on, under, over, or are or were appurtenant to, said real property, (d) leasehold interests, or (e) other equitable title interests such as the vendee's interest under an installment land contract.

2.11. OWNERS' ASSOCIATION shall mean the Colorado nonprofit corporation organized by the Declarant pursuant to Article 11 hereof and its successors, if any.

2.12. PROPERTY USE shall mean the intended functions of, or activities that take place on a temporary or ongoing basis on, in, or with respect to, any parcel or element of real property that is part of DIBC.

2.13. TENANT shall mean any person or entity holding a leasehold interest in any of the real property subject to this Declaration.

### ARTICLE 3 Design Review Committee

3.01. Establishment and Members of Committee. There is hereby established a Design Review Committee ("DRC") for DIBC, which committee shall consist of not less than four (4) and not more than six (6) regular members, as determined from time to time by the Appointing Authority. The regular membership of the DRC shall include at least one (1) currently licensed architect and a person experienced and currently engaged in land planning; any regular member of the DRC who is neither a currently licensed architect nor a person

experienced and currently engaged in land planning shall have a minimum of five (5) years experience in the land development and/or planning field. Notwithstanding the foregoing sentence, one regular member of the DRC need not possess any of the qualifications set forth above. The DRC also may include up to three (3) alternate members, each of whom may be authorized by the Chairman of the DRC to attend any meeting of the DRC and, in the absence of any regular member, to vote on all matters that come before the DRC at such meeting except initial approval of and amendments to the Master Plan; only regular members of the DRC may vote on such initial approval and amendments. To be eligible to serve as an alternate member, a person must be either a licensed architect or a person experienced and currently engaged in land planning or a person with a minimum of five (5) years experience in the land development and/or planning field. As long as the composite membership of the DRC possesses the qualifications set forth above, any action taken by the DRC by a vote that meets the requirements of the other pertinent provisions of this Declaration (regardless of which members with which qualifications participate in said vote) shall constitute a valid action of the DRC. The DRC also may include up to three (3) associate members, any or all of whom may be authorized to attend such meetings as the Chairman of the DRC shall specify and to participate in any discussion at such meeting, but not to vote on any matter. To be eligible to serve as an associate member of the DRC, a person need not possess the same qualifications as a regular or alternate member of the DRC.

3.02. Appointment and Removal of Members and Consultants.

(a) As long as the Declarant owns any real property or any interest therein that is part of DIBC, the Declarant shall be the Appointing Authority and shall appoint all members (regular, alternate, and associate) of the DRC, and shall have the right to remove any and all members from the DRC at any time for any reason, with or without cause. From and after the earlier to occur of (1) the date on which the Declarant assigns the powers of the Appointing Authority to the Owners' Association or (2) the date on which the Declarant no longer owns any real property or any interest therein that is part of DIBC, the Owners' Association shall be the Appointing Authority and shall appoint all members of the DRC, and shall have the right to remove any and all members from the DRC at any time for any reason, with or without cause. The Appointing Authority also may appoint staff and consultants to the DRC including, but not limited to, architects, planners, engineers, attorneys, and other individuals whose knowledge or skills will assist the DRC in carrying out its functions. These staff members and consultants may be authorized by the DRC to attend its meetings and to participate in all discussions that take place thereat, to advise the DRC in their areas of expertise, and to perform any and all other tasks requested by the DRC to assist the DRC in carrying out its functions. If at any time the Declarant changes, the power of appointment of the members of the DRC and the staff thereof and consultants thereto automatically shall pass to any entity or entities that become the new Declarant.

(b) For purposes of this Declaration, examples of "real property or any interest therein" shall include, without limitation, (1) a tract of land in which the Declarant owns fee title; (2) a tract of land in which the Declarant owns any interest as a co-tenant; (3) an easement or right-of-way owned by the Declarant; (4) a leasehold interest owned by the Declarant; (5) air, subterranean, mineral, or water rights owned by the Declarant above, below, or appurtenant to land not owned by the Declarant; (6) a right of first refusal or a right of repurchase owned by the Declarant in or with respect to any land not owned by the Declarant; and (7) real property interests owned by an entity or entities other than the Declarant but in which the Declarant has an economic interest, such as a partnership or joint venture in which the Declarant or a wholly owned subsidiary corporation of the Declarant is a partner or joint venturer.

3.03. Term of Membership. Each member of the DRC, regular, alternate, and associate, shall hold office from the date of his or her appointment until the next January 31 or until such time as he or she has resigned or has been removed or a successor has been appointed as provided herein, whichever occurs sooner. As of January 31 of each year the Appointing Authority shall review the composition of the membership of the DRC and after such review either shall reappoint any or all of the members and/or shall appoint one or more new members. Notwithstanding the foregoing, if for any reason the Appointing Authority does not reappoint members of the DRC or appoint new members of the DRC as of January 31 of any particular year, the persons who had been serving as members of the DRC prior to that January 31 shall continue to serve as members of the DRC after that January 31 until they have resigned or have been removed or successors appointed, and any action taken by those persons as members of the DRC in accordance with the provisions of this Declaration after that January 31 until such resignation, removal, or appointment of a successor or until their own reappointment as members shall constitute a valid action of the DRC notwithstanding the failure of the Appointing Authority to take action as of that January 31. Members of the DRC may be removed by the Appointing Authority at any time for any reason, with or without cause.

3.04. Chairman and Vice Chairman.

(a) The Appointing Authority shall designate one of the appointed regular members of the DRC to be Chairman of the DRC. The Chairman shall chair all meetings of the DRC and shall perform such other duties and exercise such other powers as are set forth in this Declaration or as are established by the Declarant in a manner consistent with this Declaration.

(b) The person appointed Chairman of the DRC shall serve in that capacity from the date of his or her appointment until the next January 31 or until such time as he or she has resigned as Chairman or has been removed or a successor has been appointed as provided herein, whichever occurs sooner. As of January 31 of each year the Appointing



Authority shall determine whether to reappoint as Chairman the person then serving in that capacity or to appoint someone else to that position, and shall take action accordingly. Notwithstanding the foregoing, if for any reason the Appointing Authority does not reappoint the Chairman of the DRC or appoint a new Chairman of the DRC as of January 31 of any particular year, the person who had been serving as Chairman of the DRC prior to that January 31 shall continue to serve as Chairman of the DRC after that January 31 until he or she has resigned or has been removed or a successor appointed, and any action taken by that person as Chairman of the DRC in accordance with the provisions of this Declaration after that January 31 until such resignation, removal, or appointment of a successor or until his or her own reappointment as Chairman shall constitute a valid action of said Chairman notwithstanding the failure of the Appointing Authority to take action as of that January 31. The Appointing Authority may remove a person as Chairman of the DRC at any time with or without cause.

(c) The Appointing Authority shall designate one of the appointed regular members of the DRC to be Vice Chairman of the DRC. The Vice Chairman shall perform all of the duties and exercise all of the powers of the Chairman in the absence of the Chairman.

(d) The person appointed Vice Chairman shall serve in that capacity from the date of his or her appointment until the next January 31 or until such time as he or she has resigned as Vice Chairman or has been removed or a successor has been appointed as provided herein, whichever occurs sooner. As of January 31 of each year the Appointing Authority shall determine whether to reappoint as Vice Chairman the person then serving in that capacity or to appoint someone else to that position, and shall take action accordingly. Notwithstanding the foregoing, if for any reason the Appointing Authority does not reappoint the Vice Chairman of the DRC or appoint a new Vice Chairman of the DRC as of January 31 of any particular year, the person who had been serving as Vice Chairman of the DRC prior to that January 31 shall continue to serve as Vice Chairman of the DRC after that January 31 until he or she has resigned or has been removed or a successor appointed, and any action taken by that person as Vice Chairman of the DRC in accordance with the provisions of this Declaration after that January 31 until such resignation, removal, or appointment of a successor or until his or her own reappointment as Vice Chairman shall constitute a valid action of said Vice Chairman notwithstanding the failure of the Appointing Authority to take action as of that January 31. The Appointing Authority may remove a person as Vice Chairman of the DRC at any time with or without cause.

(e) The Appointing Authority also may appoint any regular member of the DRC as Acting Chairman to perform the duties of the Chairman in the absence of both the Chairman and the Vice Chairman.

3.05. Meetings. The DRC shall meet from time to time as necessary to perform its duties hereunder. The Chairman of the DRC shall provide for reasonable notice to each member of the DRC prior to any meeting, setting the place and time of said meeting. Any member may waive such notice. Applicants upon request shall have the right to appear before the DRC at its meeting to explain and to answer questions about their submittals. The DRC may require an applicant to appear before the DRC at its meeting if the DRC deems such an appearance necessary. The DRC, by a vote that complies with the requirements of Section 3.06 below, from time to time may designate one or more of its regular members to take any action or to perform any duties for or on behalf of the DRC except adoption of or amendments to the Master Plan, adoption of or amendments to the DRC Rules and Standards, or the granting of variances pursuant to Articles 6 and 8 herein. The DRC also may promulgate, as part of the DRC Rules and Standards, rules and guidelines concerning (a) who, in addition to an applicant, may attend any meeting of the DRC and (b) what input, if any, concerning an application the DRC will accept and consider from someone other than the applicant. This authority, however, shall not be construed to require the DRC to allow any person or entity other than the applicant to attend any meeting concerning the application and/or to accept or consider any input concerning the application from someone other than the applicant.

3.06. Voting. The affirmative vote or written consent of a majority (more than 50%) of the number of members that constitute the DRC from time to time and who are authorized to vote on the matter shall constitute the decision of the DRC on any matter before the DRC, except adoption of or amendments to the Master Plan; the procedures for adoption of and amendments to the Master Plan are set forth in Article 5 hereof. Voting need not occur at a meeting of the DRC but may take place through polling of members in writing or by telephone or by other means of communication.

3.07. Compensation of Members. The members and Chairman of the DRC shall be entitled to reasonable compensation for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder. The amount of such compensation shall be determined by the Appointing Authority. The fees, if any, collected by the DRC from applicants and Owners pursuant to Section 3.08 hereof shall be used to pay said compensation and expenses, and if said fees are insufficient for such purposes, the Appointing Authority shall pay the balance of said compensation and expenses.

3.08. Control. No Improvement shall be made on any parcel of land that is part of DIBC unless that parcel constitutes a Building Site approved by the DRC, provided that utility, infrastructure, and common area improvements such as utility lines and facilities, streets, median island landscaping, park and open space improvements, and similar types of common area improvements that (a) are in accordance with the Master Plan and (b) are to be made, constructed, erected, installed, altered, demolished, or destroyed by a governmental or quasi-governmental entity or a public utility may occur on land that is part of DIBC, such as

a right-of-way, that does not constitute a Building Site approved by the DRC, as long as the plans for such Improvements are approved in advance by the DRC as set forth hereinafter in this Section. No Building Site shall be divided, subdivided, combined with all or any portion of another Building Site or any other land, or the size, dimensions, or boundaries thereof otherwise changed or altered without the prior written approval of the DRC. No Improvement shall be made, constructed, erected, installed, altered, demolished, or destroyed in or on DIBC until all plans and specifications for such action with respect to the Improvement have been approved in writing by the DRC pursuant to the provisions of this Declaration; provided, however, that alterations or remodeling that take place completely within a building, that do not change the Property Use or the exterior appearance or alter the structural integrity of that building, that are not visible from the outside of the building, that do not increase the occupancy of the building, and that do not create a demand for unusual services or utilities or for a level or quantity of services or utilities over and above the ordinary level or quantity, may be undertaken without such approval. If approval in writing by the DRC of the proposed action with respect to the Improvement is required pursuant to the foregoing sentence, no building, grading, foundation, demolition, or any other permit or certificate to be issued by any governmental or quasi-governmental entity for or with respect to the Improvement shall be applied for prior to the DRC granting said approval in writing, nor shall any grading, site work, construction, installation, or any other physical work upon or with respect to the Improvement commence on the land on which the Improvement will be located until the DRC has given written approval of the final submittal required for said Improvement pursuant to the submittal process described in Article 4 hereof. Furthermore, no Property Use shall be engaged in and no change shall be made in any Property Use approved by the DRC until all plans for such use or such change have been approved in writing by the DRC. Moreover, the DRC may determine that any Maintenance and Operation Activity either causes or results in a violation of or is inconsistent with the purpose and intent of this Declaration and thereafter require the person or persons engaging in or permitting such activity to cease or to correct the activity and/or conditions that are violative of or inconsistent herewith, pursuant to the procedure set forth in Section 3.13(d) hereof. All actions of the DRC shall be in accordance with or consistent with the purpose and intent of this Declaration and the specific criteria set forth in or promulgated pursuant hereto including, but not limited to, the Master Plan, which the DRC shall have the power to implement and enforce with respect to all provisions thereof, including allowable Property Uses on a particular Building Site. The DRC or any member or representative thereof designated by the DRC shall have the right to inspect an Improvement pursuant to the procedures set forth in Section 3.13 hereof to determine whether construction, use, and/or operation and maintenance of that Improvement conform to both the plans and specifications approved by the DRC and this Declaration. The DRC may condition its approval of plans and specifications for Improvements and Property Uses 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 DRC may require payment of reasonable fees by applicants requesting approval of Building Sites or of

plans for Improvements and/or Property Uses and by Owners whose property is inspected pursuant to Section 3.13 hereof, said payment to be used to cover costs of the DRC and compensation of its members and consultants. Furthermore, the DRC may promulgate and adopt, as part of the DRC Rules and Standards, fee schedules for applications and inspections. The DRC may require such detail in the materials submitted for its review and such other information as it deems proper, including, but not limited to, information concerning environmental impacts. Until receipt by the DRC of all required plans and specifications and other information, the DRC may postpone review of anything submitted for approval.

3.09. Effect of Actions. Decisions by the DRC on any matter before it shall be conclusive and binding on all interested parties.

3.10. Reply and Communications. Within thirty (30) days after the completion of submittals or presentation of same to the DRC at one of its meetings, whichever occurs later, the DRC shall respond in writing to the submittal in one of the following ways:

- (a) Approval as submitted.
- (b) Approval with conditions.
- (c) Deferral of action pending receipt and review of further information required by the DRC.
- (d) Disapproval.

Any approval by the DRC shall extend to the design concepts and plans presented, but not necessarily to design details. Each applicant is responsible for ensuring that all design details and actual construction of any Improvement conform to the approved concepts and plans and to all applicable governmental and quasi-governmental authority and other land use restrictions. The period of validity of approvals shall be as set forth in Sections 4.03, 4.04, 4.05 and 4.06 herein. When prior written approval of the DRC is required hereunder with respect to the making of an Improvement, such Improvement shall be conclusively deemed to have been made in compliance with this Declaration unless the DRC gives notice in writing of noncompliance within thirty (30) days after completion of the DRC's inspection of the completed Improvement pursuant to Section 3.13(a) hereof. All communications and submittals shall be addressed to the Design Review Committee at c/o L.C. Fulenwider, Inc., 1125 Seventeenth Street, Suite 2500, Denver, Colorado 80202, or to any such other address as the Chairman of the DRC shall hereafter designate in a writing placed of record in the real property records of the City and County of Denver, Colorado, and, if at the time of recordation any real property subject to this Declaration is located in any other county, in said other county as well.

3.11. Certificate of Compliance. Upon payment of the prescribed fee accompanying the written request of an Owner or mortgagee of record, the DRC shall issue to said Owner or mortgagee of record, or to a prospective mortgagee, lessee, or purchaser, a certificate of compliance stating: (a) whether the DRC knows of any default by said Owner under this Declaration, the Master Plan, the DRC Rules and Standards, or any other rules and guidelines promulgated pursuant to the authority granted herein, and if there are known defaults, specifying the nature thereof; (b) whether to its knowledge this Declaration has been modified or amended in any way (or if it has, then stating the nature thereof); and (c) that to the DRC's knowledge, this Declaration as of that date is in full force and effect. This certificate of compliance shall act as a waiver of any claim by the DRC to the extent such claim is based on facts contrary to those contained within the certificate of compliance and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. However, in no event shall the issuance of such certificate of compliance subject the DRC to any liability whatsoever. The failure of the DRC to deliver such a statement (or to respond disputing the truth of the matters requested) within sixty (60) days after such request has been made shall be conclusive on the DRC that this Declaration is in full force and effect without modification except as disclosed by the public records and except as represented by the requesting Owner, and that there are no uncured defaults by that Owner under this Declaration, the Master Plan, the DRC Rules and Standards, or any other rules and guidelines promulgated pursuant to the authority granted herein, provided that the request states that the failure to respond would result in the foregoing being conclusively established.

3.12. No Waiver of Future Approvals. The approval or consent of the DRC to any plans or specifications for any Improvement or Property Use, or in connection with any other matter requiring the approval or consent of the DRC, shall not be deemed to constitute approval of, or a waiver of the right of the DRC to withhold approval or consent to, any other plans or specifications for that Improvement or Property Use, or any other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

3.13. Inspection.

(a) Completed Work-Improvements. Inspection of completed work and correction of defects therein shall proceed as follows:

(1) Upon completion of construction or installation of any Improvement for which approval of plans or specifications by the DRC is required under this Declaration, the Owner or other person or entity to which the DRC granted approval for the Improvement ("Other Entity") shall give written notice of completion to the DRC.

(2) Within such reasonable time as the DRC may establish in the DRC Rules and Standards after the DRC receives the notice required by Section 3.13(a)(1) above, but in any event not more than thirty (30) days after receipt of such notice, or, if the DRC has not received such notice, at any time after the DRC becomes aware of the substantial completion of construction or installation of the Improvement, the DRC or its duly authorized representatives may inspect such Improvement. If the DRC finds that the Improvement was not constructed or installed in compliance with all approved plans and specifications submitted or required to be submitted for its prior approval, it shall notify the Owner or Other Entity in writing of such noncompliance within thirty (30) days after said inspection, stating in reasonable detail the particulars of noncompliance, and shall require the Owner or Other Entity to remedy the same. The Owner or Other Entity shall remedy the noncompliance within thirty (30) days after receipt of such notification. If the Owner or Other Entity does not remedy the noncompliance within said thirty (30) day period, the DRC, at its option, without limitation of any other remedies available under this Declaration, at law or in equity, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner or Other Entity shall reimburse the DRC upon demand for all expenses, including attorneys' fees, incurred in connection therewith. If such expenses are not promptly repaid by the Owner or Other Entity to the DRC, the DRC may levy an assessment against such Owner or Other Entity and the Improvement in question and/or the land upon which the same is situated for reimbursement and the same shall constitute a lien upon such land and Improvement and may be enforced through foreclosure in the same manner as provided in the laws of Colorado for the foreclosure of mortgages on real property. The lien shall include and the DRC shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with preparing, filing, and foreclosing said lien. The special assessment for reimbursement shall bear interest, from the date of assessment until paid in full, at a rate equal to the prime rate of interest announced by Wells Fargo Bank or its successor on the date of assessment plus five percent (5%). A certificate executed and acknowledged by the DRC stating the amount of the indebtedness secured by such lien shall be conclusive upon the DRC as to the amount of such indebtedness as of the date of the certificate in favor of anyone who relies thereon in good faith, and such certificate shall be furnished to any Owner or Other Entity upon request at a reasonable fee.

(3) If for any reason after receipt of said written notice of completion from the Owner or Other Entity, the DRC fails to notify the Owner or Other Entity of any noncompliance within the period provided above in Section 3.13(a)(2), the Improvement shall be deemed to be in accordance with said approved plans and specifications. If the DRC has not received said notice of completion, however, said time period does not commence to run.

(b) Work in Progress - Improvements. The DRC may inspect all construction or other work in progress on any Improvement and give notice of

noncompliance as provided above in Section 3.13(a)(2). The Owner or Other Entity shall remedy the noncompliance within thirty (30) days after receipt of such notification, and prior to completing the remedial action the Owner or Other Entity shall not perform any other work that would hamper or impair correction of the noncompliance. If the Owner or Other Entity does not remedy the noncompliance within said thirty (30) day period, the DRC, at its option, without limitation of any other remedies available under this Declaration, at law or in equity, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner or Other Entity shall reimburse the DRC upon demand for all expenses, including attorneys' fees, incurred in connection therewith. If such expenses are not promptly repaid by the Owner or Other Entity to the DRC, the procedures set forth in Section 3.13(a)(2) above concerning assessment, lien and foreclosure shall apply. If the DRC determines during any inspection of work in progress on an Improvement that construction practices on or relating to the construction site are not in compliance with any construction site logistics plan required and approved by the DRC for such construction work, the DRC may require an immediate halt to all construction activity on the site until the noncompliance is corrected or remedied, may order a forfeiture of all or any part of any performance security deposit posted by the site Owner or contractor, and may prohibit further construction activity on the site until the site Owner or contractor posts a new or additional security deposit.

(c) Property Uses. The DRC at any reasonable time may, or, upon the written request of any Owner or Other Entity, shall, within thirty (30) days after receipt by the DRC of such written request, inspect the Property Use taking place on, at or with respect to any real property within DIBC and, if appropriate, within thirty (30) days after said inspection, give notice in writing to the Owner and/or other users of said property of noncompliance with this Declaration, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner and/or other property user to remedy the same; provided that, the DRC shall not cite Owners and/or other property users for noncompliance if a Property Use approved by the DRC and no other use is taking place on the property. The Owner or Other Entity shall remedy the noncompliance within thirty (30) days after receipt of such notification. If the Owner or Other Entity does not remedy the noncompliance within said thirty (30) day period, the DRC shall have all remedies available under this Declaration and at law or in equity for purposes of remedying said noncompliance, and the Owner or Other Entity shall reimburse the DRC upon demand for all expenses, including attorneys' fees, incurred in connection therewith. If such expenses are not promptly repaid by the Owner or Other Entity to the DRC, the procedures set forth in Section 3.13(a)(2) above concerning assessment, lien and foreclosure shall apply. If for any reason after receipt of a written request for inspection of Property Use from any Owner or Other Entity, the DRC fails to notify the Owner or Other Entity of noncompliance within the period provided for in this section, the Property Use for which the inspection was requested shall be deemed to be in compliance with this Declaration.

(d) Maintenance and Operation Activities. The DRC at any reasonable time may inspect the Maintenance and Operation Activities taking place on, at, or with respect to any real property that is part of DIBC. If appropriate, after such inspection the DRC may give notice in writing to the Owner and/or other user of said property of noncompliance with this Declaration, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner and/or other property user to remedy the same. The Owner shall remedy the noncompliance within ten (10) days after receipt of such notification. If the Owner does not remedy the noncompliance within said ten (10) day period, the DRC shall have all remedies available under this Declaration and at law or in equity for purposes of remedying said noncompliance, and the Owner shall reimburse the DRC upon demand for all expenses, including attorneys' fees, incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the DRC, the procedures set forth in Section 3.13(a)(2) above concerning assessment, lien and foreclosure shall apply.

(e) Additional Inspection Procedures. In addition to the foregoing inspection procedures, the DRC may adopt and promulgate in writing as part of the DRC Rules and Standards additional inspection procedures that are not inconsistent with the procedures set forth in this section. From time to time these additional inspection procedures may be amended by the DRC.

(f) Remedies. In addition to any remedies set forth in this section, the DRC shall have the right to seek, to obtain, and to use all remedies available under Article 14 and other provisions of this Declaration, including injunction and specific performance, in order to enforce and to effectuate the inspection procedures set forth in this Article.

3.14. Limitation of Liability. Neither the DRC, any member thereof, any staff member thereof, any consultant thereto, nor the Appointing Authority or any director, officer, agent, or employee thereof shall be liable to any Owner or to any other person for any loss, damage, or injury, or claim thereof, arising out of or in any way connected with the performance of the DRC's or the Appointing Authority's duties under this Declaration unless due to the willful misconduct or bad faith of the DRC, its members, staff members, consultants or the Appointing Authority, its directors, officers, agents or employees, as the case may be. The DRC shall review and take action on all plans and specifications submitted to it for any proposed Improvement, including the construction, alteration, or addition thereof or thereto, or any proposed Property Use, and shall make determinations with respect to Maintenance and Operation Activities solely on the basis of the criteria and considerations set forth herein and the overall benefit or detriment that would result to DIBC. The DRC shall not be responsible for reviewing any plans or specifications from the standpoint of structural safety, engineering soundness, or conformance with building and other codes, nor shall the DRC's approval of any plans or specifications be deemed approval or verification of the structural safety, engineering soundness, or conformance of the



Improvement to which said plans pertain with building or other codes. Furthermore, the DRC shall not be responsible or liable for structural, engineering, or other building defects in the Improvements for which plans were approved or for violations by any Property Use of any zoning or other applicable land use regulations. The Appointing Authority shall indemnify and save harmless all DRC members and staff members and consultants against all claims, actions, and causes of action and from and against all losses, damages, and costs, including reasonable attorneys' fees, for any action that may be brought against any such member or staff member or consultant arising out of the proper performance of his or her duties while a member of the DRC or a staff member thereof or a consultant thereto. Furthermore, the Appointing Authority may (but shall not be obligated to) obtain and maintain insurance in reasonable amounts, naming all members and staff members and consultants of the DRC as insureds, to cover any such claims, actions, causes of action, losses, damages, and costs, including reasonable attorneys' fees.

**3.15. Obligations With Respect to Zoning, Subdivision and Other Applicable Governmental and Quasi-Governmental Authority and Other Private Covenant Restrictions.** All Improvements, Property Uses, and Maintenance and Operations Activities shall comply fully with the zoning, land use, subdivision, and any other governmental and quasi-governmental regulations and authority applicable to the part of DIBC on which they are located or occurring and with any private covenant or similar land use restrictions not inconsistent with this Declaration that are applicable to the part of DIBC on which they are located or occurring. The DRC shall have the right, but not the obligation, to withhold its approval of plans for any Improvement or Property Use and to cite Maintenance and Operation Activities for noncompliance with this Declaration if the Improvement, Property Use, or Maintenance and Operation Activities in any way would violate or would be inconsistent with said zoning, land use, subdivision, or other governmental or quasi-governmental regulations or authority or with said private covenant or similar land use restrictions not inconsistent with this Declaration. Notwithstanding the foregoing, nothing in this section shall be construed to require the DRC, in its approval process or at any other time, to enforce or require compliance with zoning, subdivision, or other applicable governmental or quasi-governmental authority or with other private covenants regardless of whether the DRC is aware of any such authority or covenants, and the DRC shall not be liable to any person or entity for failure to enforce or require such compliance.

#### ARTICLE 4 Submittal Requirements

**4.01. Adopted Requirements.** The DRC shall promulgate and adopt, as part of the DRC Rules and Standards, requirements that specify the type and form of information that must be submitted in order for the DRC and its staff and consultants to consider and to act upon an Improvement or Building Site or Property Use proposal. From time to time these requirements may be amended by the DRC. A current copy of the adopted requirements

shall be furnished for a prescribed fee to each person who wishes to request DRC approval of plans for an Improvement, Property Use, or Building Site.

4.02. Pre-Concept Conference and Site Reconnaissance Meeting. Owners who contemplate making Improvements or engaging in Property Uses and their architects, planners, and other design and land use personnel shall attend and participate in a pre-concept conference and site reconnaissance meeting with the DRC and/or its staff and consultants prior to the commencement of the design and planning process, while development concepts are tentative and preliminary, in order to assure full understanding of the requirements of this Declaration and to coordinate with and inform the DRC of preliminary development and property use concepts.

4.03. Concept Sketch Plan Submittal. The submittal requirements of the DRC Rules and Standards shall include a section requiring the submittal of a concept sketch plan for all Improvements and specifying the information that must be submitted in writing to the DRC as part of the concept sketch plan submittal. If the Improvement is of a type that requires designation of a Building Site and a Property Use, the proposed Building Site and Property Use shall be submitted together with the concept sketch plan. Approval of a concept sketch plan submittal and proposed Building Site and Property Use shall be valid for a period of six (6) months from the date of approval, during which period the applicant must submit its schematic design submittal as required by Section 4.05 below. If the applicant does not submit a schematic design submittal within said six-month period, the validity of the approval of the concept sketch plan submittal and the proposed Building Site and proposed Property Use shall terminate and the applicant shall be required to submit another concept sketch plan submittal and proposed Building Site and proposed Property Use if it desires to construct any Improvement on the subject property.

4.04. General Development Plan Submittal. The submittal requirements of the DRC Rules and Standards shall include a section requiring the submittal of a general development plan for all projects involving multiple buildings to be developed in phases over time and specifying the information that must be submitted in writing to the DRC as part of the general development plan submittal. Approval of a general development plan submittal shall be valid for the period specified in the approval. If the applicant does not submit a schematic design submittal for at least one phase of the general development plan within the period of validity specified in the general development plan approval, the validity of the approval of the general development plan shall terminate and the applicant shall be required to submit another general development plan if it desires to construct a project involving multiple buildings to be developed in phases over time on the subject property.

4.05. Schematic Design Submittal. The submittal requirements of the DRC Rules and Standards shall include a section requiring submittal of a schematic design for all Improvements and specifying the information that must be submitted in writing to the DRC

as part of the schematic design submittal. Approval of a schematic design submittal shall be valid for a period of one (1) year from the date of approval, during which period the applicant must submit its design development submittal as required by Section 4.06 below. If the applicant does not submit a design development submittal within said one-year period, the validity of the approval of the schematic design submittal shall terminate and the applicant shall be required to submit another schematic design submittal if it desires to construct any Improvement on the subject property.

4.06. Design Development Submittal. The submittal requirements of the DRC Rules and Standards shall include a section requiring submittal of a design development plan for all Improvements and specifying the information that must be submitted in writing to the DRC as part of the design development submittal. Approval of a design development submittal shall be valid for a period of six (6) months from the date of approval. If commencement of construction of the Improvement to which the design development submittal pertains does not occur within said six-month period, the validity of the approval of the design development submittal shall terminate and the applicant shall be required to submit another design development submittal if it desires to construct an Improvement on the subject property. For purposes of this Declaration, the term "commencement of construction" shall mean, if the Improvement is a building, that the pouring of foundations for the building has been completed and work is proceeding diligently on subsequent phases of the building. If the Improvement is not a building but is a major public works project by a governmental or quasi-governmental entity, commencement of construction shall mean that installation or completion of the initial phase of such project has been completed and work is proceeding diligently on subsequent phases of the project. If the Improvement is not a building or a major public works project by a governmental or quasi-governmental entity, commencement of construction shall mean that construction or installation of the entire Improvement has been substantially completed.

4.07. Additional Submittal Requirements. In addition to the foregoing submittal requirements, the DRC may promulgate and adopt, as part of the DRC Rules and Standards, additional submittal requirements that are not inconsistent with the requirements set forth in this Article. These requirements may include, but not be limited to, submission of construction documents and construction site logistics plans at various times during the approval process, and the requirements may establish periods of validity for approvals of such submissions. Furthermore, in the DRC Rules and Standards the DRC may delegate to its staff and/or consultants the authority to approve or disapprove any such additional submittals, provided that the applicant shall have the right to appeal to the DRC any action on such additional submittals by the staff and/or consultants other than an unconditional approval thereof. With respect to any construction site logistics plan requirement adopted by the DRC, the DRC may require the deposit of money to secure performance of and compliance with the plan, and may specify that the DRC has the authority, in the event of nonperformance or noncompliance with the plan, to order an immediate halt to all

construction activity on the site, to order the forfeiture of all or any part of said deposit and to require the deposit of additional money for security purposes as a prerequisite to the resumption of construction activity on the site.

4.08. Modified Submittal Requirements. The DRC may waive or excuse compliance with the submittal requirements set forth in this Declaration and in the DRC Rules and Standards if the DRC determines, for any particular type of Improvement generally or after request by an applicant in advance of any particular submittal for a waiver or modification of the requirements for that submittal, that some or all of the information or materials required by this Declaration and/or the DRC Rules and Standards is not necessary or appropriate for that type of Improvement or for that submittal. In such situations the DRC may establish and permit compliance with different or alternative submittal requirements.

## ARTICLE 5 Master Plan

5.01. Adoption and Implementation of Master Plan. The DRC shall adopt and promulgate a Master Plan for DIBC that shall govern one or more of the following: the location, mix, type, intensity, quality, density, and timing of development of uses in and on DIBC; the nature and location of desired infrastructure improvements such as utilities, pedestrian ways, transit ways, streets, lighting, storm drainage, water, sewer, irrigation, open space, landscaping, and communications systems in or on DIBC; and any other aspects of the development of DIBC that are appropriate subjects for the Master Plan. The Master Plan shall implement and shall be consistent with the statement of purpose set forth in Article 1 of this Declaration. A copy of the Master Plan shall be made available for review by interested persons at all reasonable times at a place located in the Denver metropolitan area. The recording of any Master Plan in the real property records of the City and County of Denver, Colorado, shall satisfy the requirement set forth in the immediately preceding sentence. From time to time and in its sole discretion the DRC may amend the Master Plan in any manner consistent with the statement of purpose set forth in Article 1 of this Declaration; provided that the DRC shall not adopt or amend a Master Plan so as to prohibit or to require abatement of or change in any Property Uses or Improvements for which the DRC has granted approval of the schematic design submittal and/or the Property Use plans and/or the design development submittal unless the prohibition or requirement of abatement or change results from a determination by a public or quasi-public entity that use of the land subject thereto is necessary for a public or quasi-public purpose, such as pedestrian walkways, and that entity has commenced negotiations or necessary legal action to obtain a right-of-way, easement, or other interest in the affected property that will accommodate the public or quasi-public purpose. Both the initial adoption and any amendment of the Master Plan shall require the affirmative vote of all except one of the regular members of the DRC at the time of the action. The Master Plan shall be consistent with and shall implement the statement of purpose set forth in Article 1 of this Declaration, the Design Criteria set forth in

Article 6 hereof, and any design guidelines adopted as part of the DRC Rules and Standards pursuant to Section 6.07 hereof.

**ARTICLE 6**  
**Design Criteria -- Improvements**

The following criteria, and any design guidelines adopted by the DRC in accordance with Section 6.07 herein, shall be utilized by the DRC as the means of determining the suitability and acceptability of all proposed Improvements in or on DIBC, and shall constitute the basic design criteria and guidelines for the Master Plan.

**6.01. Design and Spatial Characteristics - General.**

(a) **Integrated Complex.** Emphasis on all development in or on DIBC as a totally integrated complex is encouraged. Building design expressions in terms of massing, scale, color, and circulation shall relate to adjacent buildings and to the total development. Orientation of Improvements shall acknowledge basic site considerations, adjoining building uses and siting, and overall circulation patterns in or on DIBC.

(b) **Densification and Phasing.** Where appropriate, site and building planning shall be undertaken in a manner that allows and encourages phased densification of the development over time. The quality and organization of site plans for early phases of the development of DIBC should not significantly compromise the longer-term quality or character of the entire development.

(c) **Site Design.** Site planning shall respect the relationship of the site to existing and proposed buildings and streets. Buildings shall be designed to conform to and complement the site topography. Site planning and design shall make optimum use of sun availability and angles and, to the extent possible, shall preserve existing views and vistas of the mountains, open space and the Common Property (as defined in Section 11.06(a)(1) herein). Site planning and design also should complement existing contiguous development; reinforce the importance of public places such as streets, parks, and open spaces; protect existing significant natural resources; minimize air and water pollution; conserve water; minimize soil erosion; promote pedestrian uses, bicycling, and alternative transportation means other than the private automobile; and minimize overall utility resource and service costs to end users. Site plans involving uses or buildings that differ significantly in size or type from contiguous uses or buildings should be organized to avoid or mitigate significant adverse effects on such neighboring uses. If a conflict arises between safety and design, considerations for safety shall prevail.

(d) **Building Groups.** When multiple structures are planned as part of a single ownership or project, they shall be designed in a unified architectural and spatial

manner, and that design shall become the basis for the general development plan for the project.

(e) Vehicular Access. Vehicular access to any site shall be carefully designed in relationship to vertical and horizontal curves, sight distances, median cuts, other driveways, and other common traffic engineering criteria so that unsafe traffic conditions are minimized and the efficient, smooth flow of traffic is encouraged. Commonly accepted traffic engineering criteria shall be met, and curb and median cuts shall be minimized by means such as shared access drives and entryways. The layout of non-dedicated streets and access points to and from each site shall accommodate safe and adequate vehicular, bicycle, and pedestrian mobility. Access points shall be clearly and easily identifiable to pedestrians and automobile traffic on contiguous streets. Automobile and pedestrian circulation systems shall be efficient and shall minimize the number of potential conflict points. All streets, driveways, and internal circulation systems shall be landscaped appropriately and sensitive to natural features and site topography.

(f) Pedestrian Circulation. Site and building design shall accommodate pedestrian circulation on site from parking areas and to plazas, open space, and pedestrian pathways, and to adjoining buildings, all in accordance with the Master Plan. Where identified as part of the Master Plan, existing and proposed pedestrian circulation systems and easements shall be integrated into site design. Pedestrian and automobile circulation shall be separated whenever reasonably possible.

(g) Off-Street Vehicle Parking. Off-street vehicle parking shall be screened from view to the extent possible by architectural or landscape design. Parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses, or other semi-mobile equipment; provided, however, that the parking of equipment on a regular basis in a parking area may be allowed if adequate screening by landscaping or fencing is provided after the same has been approved by the DRC. The development and use of underground parking and parking structures architecturally compatible with the surrounding buildings, land usage, and natural environment shall be encouraged. In the DRC Rules and Standards, the DRC may require Owners to set aside, on a preferential basis, parking spaces located close to the buildings on their Building Sites for use by participants in carpool and vanpool programs.

(h) Transit Systems and Easements. Where identified as part of the Master Plan, existing and proposed transit systems and easements shall be integrated into site design.

(i) Signs. All signs shall be designed and constructed to be compatible with the desired character of development in or on DIBC, to avoid creating visual clutter and to be part of an integrated, comprehensive signage program within DIBC. More specifically, flashing or moving signs shall not be permitted, and the highest point of any sign attached to

a building shall not be higher than the highest point of the building. All proposed plans for signs to be erected, including details of design, materials, location, size, height, color, and lighting, as is the case for all plans for all other Improvements, must be approved in writing by the DRC prior to construction or installation of the sign. The DRC shall have the authority, in the DRC Rules and Standards, to require standardization in the design of both permanent and temporary signs and to regulate, to the extent the DRC deems appropriate, the installation and use of any such signs including, but not limited to, ongoing leasing signs.

(j) Materials. Materials used in Improvements in or on DIBC shall be of high quality and shall be durable and capable of easy maintenance so as to result in appreciation in value of the Improvements over time.

(k) Permitted Uses and Performance Standards. No noxious or offensive activities or uses shall be conducted on any property that is part of DIBC, nor shall anything be done thereon that may be or become an annoyance or nuisance to Owners or Tenants by reason of unsightliness or an unacceptable level or amount of fumes, odors, emissions, glare, vibration, gases, radiation, dust, solid or liquid waste, smoke, or noise.

(l) Building Codes. Any Improvement, including electrical, plumbing, and mechanical systems, shall be of an appropriate type of construction or installation as defined in applicable codes, ordinances, rules, and regulations.

(m) Architect/Engineer. Any Improvement (except landscaping, the requirements for which are set forth in Section 6.06(a) herein) shall be designed by a licensed architect and/or engineer unless the DRC, in its sole discretion, determines that the nature of the Improvement is such that the services of a licensed architect and/or engineer are not necessary in the design of the Improvement.

(n) Mechanical/Telecommunications Equipment. No heating, air conditioning, electrical, telecommunications (for example, satellite dishes), or other equipment shall be installed on the roof of any building or structure in or on DIBC or hung on exterior walls thereof unless the same is screened, camouflaged, covered, and installed in a manner that shall first have been approved in writing by the DRC, except that solar energy collectors or panels may be installed on the roof of any building or structure or in any other exposed location, if the design of such collectors or panels is approved by the DRC. Any such mechanical/telecommunications equipment must be designed to be an integral part of the building or structure. Rooftop equipment to cool air or water shall be shaded from direct sunlight.

(o) Lighting. Outdoor lighting fixtures shall be provided, maintained, designed, and located to provide adequate and efficient illumination of paths to and from

parking lots, sidewalks, walkways, buildings, parking lots, and publicly accessible open space, and to avoid unreasonable glare onto contiguous properties.

(p) Height. The highest point of any Improvement shall not exceed the maximum height allowed from time to time for that type of Improvement by any applicable governmental authority including, but not limited to, rules and regulations of the City and County of Denver, Denver International Airport or the Federal Aviation Administration. In addition, the DRC may establish, as part of the DRC Rules and Standards, design guidelines relating to the height and placement of Improvements on Building Sites. These guidelines may require that the height and placement of Improvements on Building Sites preserve existing views of open space, the Common Property and the mountains, and create an appropriate relationship of the Improvement to the size, configuration and topography of the Building Site, the height and placement of Improvements in the immediate vicinity of the Building Site, and the design of the Improvement itself. These guidelines also may establish other factors as pertinent to the determination by the DRC of whether to approve the proposed height of any Improvement and its placement on the Building Site.

#### 6.02. Loading and Storage Areas.

(a) Loading. Truck loading and receiving areas shall be screened from view by architectural or landscape features. Such areas shall not be permitted in the front of a building, except with prior written approval of the DRC.

(b) Waste Storage. Facilities for the temporary storage of waste and rubbish may be allowed with the prior written approval of both the design and location thereof by the DRC, provided that such facilities are screened from view and from wind by architectural or landscape features. All waste and rubbish containers shall be kept covered and out of sight from public streets, bikeways, pedestrian pathways, and transit corridors at all times.

(c) Materials Storage. No materials, supplies, equipment, finished products or semi-finished products, raw materials, or articles of any nature shall be stored or permitted to remain outside on any land that is part of DIBC, provided that construction materials may be stored or permitted to remain outside on any land that is part of DIBC temporarily during the construction of an Improvement thereon using those materials if said materials are properly screened in a manner approved by the DRC.

6.03. On-Site Utility Connections. All permanent electrical, telephone, cable television, gas, and other utility and communications connections and installations of wires to buildings shall be made underground from the nearest available source. No transformer, electric, gas, or other meter of any type or other apparatus shall be located on any power



pole or hung on the outside of any building, but the same shall be placed on or below the surface of the land, and where placed on the surface shall be adequately screened and fenced.

6.04. On-Site Drainage. Each Owner may be required to provide adequate drainage facilities, including such elements as on-site ponds, if necessary, and/or controls and systems for storm water runoff resulting from precipitation. All site and building drainage shall include storm water controls and/or systems that are in accordance with the Master Plan and all applicable governmental or quasi-governmental statutes, rules, regulations, and other authority. The DRC, in its determination of whether to approve a proposed drainage system for any Building Site or other part of DIBC, may take into account the impact of the proposed system on water quality, including soil erosion characteristics.

6.05. Deep Wells and Related Structures. Deep wells and related structures designed to utilize the heat from underground water supplies and other geothermal resources as a heating source for Improvements in or on DIBC shall be allowed any place in or on DIBC as long as the DRC approves the structure, its location and screening, and there is no significant adverse effect on the functioning of existing Improvements.

6.06. Landscaping. Landscaping shall be designed to unify the building and its site, existing adjacent buildings, and existing adjacent landscaping, and to enhance Denver's reputation as a green city, help conserve water, emphasize the importance of public streets, parks, and open spaces, protect environmental conditions and microclimate, improve the appearance and value of property, and buffer land uses or buildings that differ significantly in scale or type. Plant and paving materials shall be appropriate in type and amount to local climatic conditions and to the overall design and theme of development in or on DIBC. The DRC may require that a Building Site landscaping plan include landscaping for non-paved areas located in any public right-of-way adjacent and contiguous to the Building Site to which the plan applies, as long as such areas are adjacent and contiguous to the property boundary line of the Building Site and do not extend beyond the nearest curb line to said boundary line. In addition, the DRC may require that a Building Site landscaping plan integrate with landscaping previously installed by Owners and/or the Declarant within such adjacent right-of-way areas or adjacent Building Sites.

(a) Design. Building Site landscaping plans shall be prepared by a person or persons experienced and qualified in landscaping design and shall be of sufficient detail and quality to enable the DRC to understand the plans to its satisfaction and to render a knowledgeable decision thereon. The DRC, in its sole discretion, shall determine, in terms of detail and quality, the acceptability of such plans for said purposes, and if the DRC determines that the plans are unacceptable, the DRC may require that the plans be revised and/or improved before it will review them and render a decision thereon.

(b) Installation. Building Sites shall be landscaped in accordance with the plans submitted to and approved in writing by the DRC. All landscaping shall be completed as soon as weather conditions permit and in any event within the time permitted by the DRC. Such landscaping may include grading, paving, irrigation, seeding or sodding, water features, planting of trees, shrubs, and other customary landscape treatment for the entire site, including adequate screening of parking areas. The approved plan for landscaping the site may not be altered without submission of the revised plan to the DRC for written approval.

6.07. Design Guidelines. In addition to the aforesaid design and planning criteria, the DRC may promulgate and adopt, as part of the DRC Rules and Standards, design guidelines that are not inconsistent with the criteria set forth in this Article and that implement both the statement of purpose set forth in Article 1 of this Declaration and the Master Plan. These guidelines may vary by geographical area of DIBC if the DRC determines that such variance is consistent with the Master Plan. By example, but not by way of limitation, the DRC may promulgate and adopt design guidelines that relate to or are necessitated by or are appropriate as a result of the proximity of parts of DIBC to Denver International Airport. From time to time any of these design guidelines may be amended by action of the DRC.

6.08. Variations. The DRC may authorize variances from compliance with any of the design criteria set forth in this Declaration or in any design guidelines promulgated and adopted as part of the DRC Rules and Standards pursuant to Section 6.07 hereof including, but not limited to, restrictions on height, bulk, size, shape, floor area, land area, placement or location or Improvements, setbacks, building envelopes, colors, materials, vehicle parking, signs, lighting, temporary Improvements, or similar restrictions when circumstances such as topography, natural obstructions, hardship or aesthetic, environmental, or planning objectives or considerations may warrant, at the sole discretion of the DRC. Such variances must be approved by at least a majority of the voting members of the DRC at the time of the action. If such a variance is granted, no violation of this Declaration or of the DRC Rules and Standards shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance (a) shall not operate to waive or to render unenforceable any of the terms and provisions of this Declaration or the DRC Rules and Standards for any purpose except as to the particular property, provision, and instance covered by the variance, and (b) shall not have any effect on requirements legally imposed by any governmental or quasi-governmental entity with respect to the same subject matter. Notwithstanding any provision to the contrary in this Declaration, the DRC shall not delegate to any single DRC member or group of DRC members or to any other designated person or persons the power to grant variances pursuant to this Section.

ARTICLE 7  
Property Uses - Criteria

7.01. Property Use Criteria. To qualify for consideration for approval by the DRC, any proposed Property Use shall be consistent with and authorized by any applicable zoning and other governmental land use statutes, ordinances, regulations, rules, or other authority; shall be consistent with and authorized by the Master Plan; and shall contribute to the implementation of and be consistent with the statement of purpose set forth in Article 1 of this Declaration.

ARTICLE 8  
Maintenance and Operation Activities - Criteria

8.01. On-Street Parking. No parking shall be permitted (a) on any street or access road, either public or private, except in portions of DIBC that are designated on the Master Plan as retail use areas, in which areas on-street parking may be permitted if the design thereof is approved by the DRC, or (b) at any place other than the paved parking spaces provided. Each Owner shall be responsible for compliance with this requirement by its tenants, employees, and visitors. Owners or users of vehicles parked in violation of this provision shall be subject to the sanctions provided by governmental ordinances, if any, that prohibit or restrict such parking, and regardless of the existence of any governmental sanctions, the vehicles so parked shall be subject to removal at the owner's expense at the direction of the DRC or any of its representatives. Notwithstanding the foregoing, governmental or quasi-governmental or public utility vehicles in use for normal maintenance and operations activities may park on streets or roads during such activities in the event convenient off-street parking is not available.

8.02. Maintenance During Construction Period. During construction of an Improvement, the Building Site on which the Improvement is being constructed and adjacent areas and streets impacted by the construction shall be cleaned on a regular basis, and all trash, rubbish, and debris removed therefrom after any construction or work is done thereon. In addition, during such construction the Owner of said Building Site shall ensure, pursuant to a construction site logistics plan of the type contemplated by Section 4.06 herein, that appropriate and effective erosion control measures are in place and that all construction activities are screened appropriately.

8.03. Site and Building Maintenance. Each Owner shall keep its premises, buildings, improvements, and appurtenances including parking areas in a safe, clean, and neat condition; shall remove, replace, or restore all such items not in such condition; and shall comply in all respects with all government and health requirements and with such maintenance standards as are established by the DRC as part of the DRC Rules and Standards. Each Owner shall remove at its own expense at least once a week any rubbish or

trash of any character that may accumulate on its property and shall keep unlandscaped areas maintained. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators. In the event any Improvement is destroyed or damaged by casualty, the Owner of said Improvement shall remove all destroyed or damaged portions thereof and restore the site to a safe, clean, and neat condition within thirty (30) days following said casualty, provided that if the Improvement was damaged but not destroyed in the casualty and the Owner intends to repair or restore the Improvement or portions thereof, as long as plans for such repair and restoration are submitted to the DRC for approval not later than sixty (60) days following the date of the casualty and the repairs or restoration are pursued diligently after all plans for same have been approved by the DRC, the Owner shall not be deemed to be in violation of this Section.

8.04. Landscape and Grounds Maintenance. The landscape development shall be maintained in a neat and adequate manner. Required maintenance activities shall include, but not be limited to, mowing of lawns, trimming of hedges, adequate irrigation, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas, and appropriate pruning of plant materials. These landscaping maintenance standards shall apply to any property included in an approved landscaping plan, whether that property is part of a Building Site or not.

8.05. Snow Removal. All snow removal or clearance from any part of DIBC shall be accomplished in a manner that does not damage landscaping, curbing or any other Improvement and that does not create traffic or safety hazards. Snow may not be stored in any public right-of-way.

8.06. Maintenance and Operation Activity Guidelines. In addition to the foregoing maintenance and operation activity criteria, the DRC may promulgate and adopt, as part of the DRC Rules and Standards, maintenance and operation activity guidelines that are not inconsistent with the criteria set forth in Article 1 of this Declaration. By example, but not by way of limitation, the DRC may promulgate and adopt maintenance and operation activity guidelines that relate to or are necessitated by or are appropriate as a result of the proximity of parts of DIBC to Denver International Airport. From time to time any of these maintenance and operation activity guidelines may be amended by action of the DRC.

8.07. Variances. The DRC may authorize variances from compliance with any of the maintenance and operation activity criteria set forth in this Declaration or in any maintenance and operation activity guidelines adopted as part of the DRC Rules and Standards pursuant to Section 8.06 hereof when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental objectives or considerations may warrant, in the sole discretion of the DRC. Such variances must be approved by at least a majority of the voting members of the DRC at the time of the action. If such a variance is granted, no violation of this Declaration or of the DRC Rules and Standards shall be deemed

to have occurred with respect to the matter for which the variance was granted. The granting of such a variance (a) shall not operate to waive or to render unenforceable any of the terms and provisions of this Declaration or the DRC Rules and Standards for any purpose except as to particular property, particular maintenance and operation activity, provision, and instance covered by the variance, and (b) shall not have any effect on requirements legally imposed by any governmental or quasi-governmental entity with respect to the same subject matter. Notwithstanding any provision to the contrary in this Declaration, the DRC shall not delegate to any single DRC member or group of DRC members or to any other designated person or persons the power to grant variances pursuant to this Section.

#### ARTICLE 9

##### Gateway Regional Metropolitan District and Denver International Business Center Metropolitan District #1

9.01. Status and Role. As of the date of this Declaration, all of DIBC is within the boundaries of the Gateway Regional Metropolitan District, a Colorado quasi-municipal corporation ("GRMD"), and portions of DIBC are within the boundaries of Denver International Business Center Metropolitan District No. 1, a Colorado quasi-municipal corporation ("MD#1") (GRMD and MD#1 being hereinafter referred to collectively as the "Districts"). The Districts have the legal authority to provide certain services including, but not limited to, water, sanitation, street improvements, safety protection, parks and recreation facilities, and fire protection. Certain facilities and properties may be designated specifically from time to time as part of one or both of the Districts. All Owners of land within DIBC shall observe and conform to all policies, regulations, and requirements of GRMD, and Owners of portions of DIBC that are also included within MD#1 shall observe and conform to all policies, regulations, and requirements of MD#1. All policies, regulations, and requirements of the Districts may be enforced pursuant to the provisions of Article 14 herein.

#### ARTICLE 10

##### Soils Conditions, Mining Operations and Activities

10.01. Soils Conditions. The soils types at DIBC may include pockets of expansive soil and other unacceptable materials. By acquiring title to any portion of DIBC subject to this Declaration, all Owners (a) acknowledge and recognize the possibility that their sites may include such soil and materials, (b) confirm that this disclosure has been made to them prior to the acquisition, and (c) agree that they shall not seek to hold any person or entity, including but not limited to the Declarant, liable or responsible for the condition of the soil on any portion of DIBC.

10.02. Mining Operations and Activities.

(a) Mining operations and activities are hereby prohibited in DIBC. For purposes of this Section, overlot grading, earth work, and other similar activities relating to the construction of any Improvements on DIBC, including but not limited to buildings and drainage improvements such as retention ponds, shall not be considered mining operations or activities even if such grading, earth work, or other similar activities result in the removal of earth from any portion of DIBC.

(b) The DRC may authorize variances from compliance with the requirements set forth in this Section 10.02, on such terms and conditions as determined by the DRC, when circumstances such as topography, natural obstructions, hardship or aesthetic, environmental, or planning objectives or considerations may warrant, at the sole discretion of the DRC. Such variances must be approved by at least a majority of the voting members of the DRC at the time of the action. If such a variance is granted, no violation of this Declaration or of the DRC Rules and Standards shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance (1) shall not operate to waive or to render unenforceable any of the terms and provisions of this Section for any purpose except as to the particular property, provision, and instance covered by the variance, and (2) shall not have any effect on requirements legally imposed by any governmental or quasi-governmental entity with respect to the same subject matter. Notwithstanding any provision to the contrary in this Declaration, the DRC shall not delegate to any single DRC member or group of DRC members or to any other designated person or persons the power to grant variances pursuant to this Section.

ARTICLE 11  
Owners' Association

11.01. Establishment. An Owners' Association for DIBC shall be created, as a non-profit Colorado corporation, by the Declarant, at such time as the Declarant may decide, but in any event prior to the time at which the Declarant no longer owns any real property or any interests therein (as defined in Section 3.02(b) herein) that is part of DIBC. The Owners' Association shall be created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles of Incorporation or Bylaws or in this Declaration, provided that the Owners' Association shall not perform any of the duties required of it or exercise any of the powers authorized for it in this Declaration until the Declarant, at the time of or after the creation of the Owners' Association, but in any event not later than the time at which the Declarant no longer owns any real property or interests therein (as defined in Section 3.02(b) herein) that is part of DIBC, assigns to and invests the Owners' Association with such duties and powers in writing. Neither the Articles of Incorporation nor the Bylaws of the Owners' Association shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In case of

conflict between this Declaration and the Articles of Incorporation and/or the Bylaws of the Owners' Association, this Declaration shall control, and in case of conflict between the Articles of Incorporation and the Bylaws of the Owners' Association, the Articles of Incorporation shall control.

11.02. Declarant's Rights and Powers Prior to Creation of the Owners' Association. Until the Declarant establishes the Owners' Association pursuant to this Section and assigns to and invests the Owners' Association with the duties and powers set forth in this Declaration, the Declarant shall have all the duties and powers specified in this Article 11. Such powers shall include the power to levy assessments against Owners directly, but otherwise in accordance with the provisions of this Article 11. For purposes of this Article 11 and until the formation of and assignment of powers to the Owners' Association, all references to members shall be deemed to mean Owners and all references to the Owners' Association shall be deemed to mean the Declarant. Notwithstanding the foregoing, Sections 11.03, 11.04 and 11.05 herein concerning membership, voting rights and meetings shall be inapplicable during the period prior to the formation of and assignment of powers to the Owners' Association.

11.03. Membership. Each person or entity or group of persons or entities who is an Owner at any time during the existence of the Owners' Association, including but not limited to the Declarant, shall be a member thereof.

11.04. Voting Rights. The right to cast votes, and the number of votes that may be cast, for election of members to the board of directors of the Owners' Association and on all other matters to be voted on by members of the Owners' Association shall be calculated as follows: the Declarant shall have one vote for each 10,000 square feet of unimproved land that is part of DIBC and that is owned by the Declarant, and the Declarant and other Owners shall have one vote for each separate Building Site that they own. If any property interest, ownership of which entitles the Owner thereof to vote, is held jointly or in common by more than one person or entity, the vote or votes to which such property interest is entitled shall also be held jointly or in common in the same manner. However, the vote or votes for such property interest shall be cast, if at all, as a unit, and neither fractional votes nor split votes shall be allowed. In the event that the persons or entities that constitute an Owner are unable to agree among themselves as to how their vote or votes shall be cast as a unit, they shall lose their right to cast their vote or votes on the matter in question. Any person or entity that constitutes part of an Owner shall be entitled to cast the vote or votes for the Owner unless another person or entity that constitutes part of that Owner shall have delivered to the Secretary of the Owners' Association prior to the election a written statement to the effect that the person or entity wishing to cast the vote or votes has not been authorized to do so by the other persons or entities that constitute part of the Owner. Any Owner, including the Declarant, may give a revocable written proxy to any person authorizing that person to cast the Owner's vote on any matter. Such written proxy shall be

in such form as may be prescribed by the Bylaws of the Owners' Association. The cumulative system of voting shall not be used for any purpose.

11.05. Meetings. The Bylaws of the Owners' Association shall establish rules and procedures that shall govern the frequency of meetings of the Owners' Association, notice of said meetings, quorums, and the presiding officer and attendance thereat.

11.06. Duties and Powers of the Owners' Association.

(a) Subject to and in accordance with this Declaration, the Owners' Association shall have and shall perform each of the following duties for the benefit of all members of the Owners' Association:

(1) To maintain, improve, and beautify, or cause to be maintained, improved, and beautified, all property and improvements that are part of DIBC and that are used in common or for the benefit of all Owners and Tenants of DIBC or any part thereof (hereinafter "Common Property"), such as streets, street lighting, islands, median strips, lakes, water features, entrance parks and other park and open areas, entry monument signs and walls, and pedestrian malls and walkways, and to undertake such other activities as are related to maintaining all Common Property in or on DIBC in a desirable manner for Owners and Tenants to the extent that such maintenance, improvement, and beautification are not adequately being accomplished by public or quasi-public organizations or districts charged with such responsibility. In furtherance of these duties the Owners' Association shall be authorized to hold title to real property, and shall accept legal title to all Common Property that may be deeded to it, for the use and benefit of all of the members of the Owners' Association. The Owners' Association shall either undertake or demand from those in fact responsible, the maintenance and upkeep of the Common Property, shall cause all taxes on such Common Property as it owns to be paid, and shall maintain appropriate liability and risk insurance on such Common Property as it owns. The Owners' Association shall pay, or arrange for payment directly by its benefitted members, on an equitable basis, for such utility services as may be required for street lighting, water fountains, sprinkler systems and other uses in connection with Common Property.

(2) When the Owners' Association is the Appointing Authority pursuant to Section 3.02(a) herein, to appoint and remove members and consultants of the DRC as provided in said Section, and to ensure that at all times a duly constituted and appointed DRC exists and operates.

(3) When the Owners' Association is the Appointing Authority pursuant to Section 3.02(a) herein, and to the extent not already accomplished by the DRC, to enforce, as set forth hereinafter, in its own behalf and in behalf of all Owners, all of the covenants, conditions, and restrictions set forth in this Declaration or established pursuant



hereto, under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions, and restrictions, and as assignee of Declarant.

(4) When the Owners' Association is the Appointing Authority pursuant to Section 3.02(a) herein, and upon request by any Owner and payment of a reasonable fee to be established by the Owners' Association, to issue a written statement certifying to the amount and status of any assessments of the type described in Section 11.06(c) below against that Owner and/or that Owner's property.

(b) In addition to any powers set forth in Section 11.06(a) above, the Owners' Association shall have all of the powers of a Colorado nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts that may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Colorado or by this Declaration.

(c) (1) For the purposes stated in Section 11.06(a) above, the Owners' Association shall have the power and authority at all times to levy assessments against its members, by action of its Board of Directors, provided that such assessments are made against the members based on the assessed valuation of all real property, including improvements, owned by the members, as determined from official county or other appropriate governmental entity records. For all members not assessed for real property tax purposes, the valuation for this paragraph shall be made by the Owners' Association on an equivalent basis. Notwithstanding the foregoing, the Owners' Association shall not have the power to assess any part of DIBC owned by a governmental or quasi-governmental entity.

(2) The following rules and procedures shall apply to all assessments of the type described in Section 11.06(c)(1) above: all members of the Owners' Association, within thirty (30) days after the date on which a notice of assessment from the Owners' Association is mailed, shall remit the amount of such assessment to the Owners' Association. Any assessment not paid within the aforesaid thirty (30) day period from the date of such notice shall bear interest after said thirty (30) day period until paid at a per annum rate equal to the prime rate announced by Wells Fargo Bank on the date of assessment plus five (5) percent. All assessments not paid as set forth herein, plus accrued interest, shall constitute a lien on the real property, superior and prior to all other liens and encumbrances, except those liens for general taxes, special assessments, and first mortgages or first deeds of trust of record. To evidence such lien, the Owners' Association shall prepare a written notice (the "Notice") setting forth the name and address of the Owners' Association, the amount of the unpaid assessment, the name of the member being assessed, and a legal description of the property on which the lien is filed. The Notice shall be signed by an officer of the Owners' Association and shall be recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado, or any other county, as appropriate,

after having been mailed not less than thirty (30) days prior to such recording to the member in default. The lien for the unpaid assessment shall attach from the date of the recording of the Notice, but shall have the priority set forth above. From and after the date of recording of the Notice, the Owners' Association shall have the right, without regard to the solvency or insolvency of the Owner of the property subject to the Notice or the value of that property, to obtain, upon ex parte application and without further notice to said Owner (any such notice being waived by said Owner by its acquisition of an interest in DIBC), the appointment of a receiver for the real property subject to the Notice, with such appointment to continue from and after the date of recording until the assessment has been paid or until any foreclosure proceedings arising from the lien evidenced by the Notice, including any applicable redemption periods, have been completed or terminated. Any lien evidenced by a Notice may be enforced by the foreclosure upon the real property, including Improvements, with respect to which the assessment has not been paid in like manner as a mortgage on real property is foreclosed under the laws of the State of Colorado. In any such foreclosure, the delinquent member shall be required to pay the costs, expenses, and reasonable attorneys' fees in connection with the preparation and filing of the Notice as provided herein and all costs and reasonable attorneys' fees incurred in connection with the foreclosure. The Owners' Association shall have the power to bid on the real property, including Improvements, being foreclosed upon. The Owners' Association shall notify any mortgagee of the real property, including Improvements, being foreclosed, if such encumbrancer has furnished its address in writing to the Owners' Association. Any mortgagee holding a lien on real property, including Improvements, being foreclosed upon may, but shall not be required to, pay any unpaid assessment and upon such payment, such encumbrancer shall have a lien on the real property, including Improvements, for the amount paid, of the same rank as the lien of the Owners' Association. The amount of the assessment assessed against each member shall also be the personal and individual debt of the member at the time the assessment is made and suit to recover money judgment (together with reasonable attorneys' fees and costs as aforesaid) for unpaid assessments may be maintainable without foreclosure or waiver of the liens securing the same.

## ARTICLE 12 Water

12.01. Conservation. Because water is scarce in Colorado, the application of water conservation principles and practices is encouraged in the development and operation of Improvements on DIBC. Such principles and practices include, but are not necessarily limited to, the placement of Improvements on the Building Site in a manner that conserves water, the use of water conservation devices within the Improvements, and any other water conservation policies adopted from time to time by the DRC. Accordingly, at the meeting or meetings required by Section 4.02 herein, Owners and their design personnel and the DRC shall discuss and determine the extent and manner in which such principles, practices, and policies will be implemented for the Owner's Building Site. The DRC shall evaluate all

proposed Improvements in terms of their water use characteristics and may require changes in plans to conform to the criteria set forth in this Section.

12.02. Potable Water and Non-Potable Water Systems. The water resource/waste treatment system ultimately developed and implemented for DIBC may be a closed, integrated system in which all of the elements such as water supply, percentage of land irrigated, use of sewage treatment water, and effluent application area must be kept in balance. Consequently, the design for Improvements on any Building Site shall include and accommodate both potable water and non-potable water systems so that if and when a water supply and distribution plan using both systems is implemented for DIBC, all Building Site developments within DIBC will be able to switch over to, implement, and use both systems with minimal expense and difficulty unless the DRC, in its reasonable judgment, agrees to allow the use of only one system. If a water supply and distribution plan using both potable water and non-potable water systems has been implemented, the DRC's evaluation of proposed Improvements in terms of their water use characteristics shall include a review of the balance between the use of potable water and the use of non-potable water.

### ARTICLE 13

#### Term and Amendment/Termination

13.01. Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run with and bind all real property and interests therein that are part of DIBC until December 31, 2045, unless sooner amended or terminated as provided herein. After December 31, 2045, this Declaration, including all such covenants, conditions, and restrictions, shall be extended automatically for successive periods of ten (10) years each, unless amended or terminated as set forth hereinafter.

13.02. Amendment and Termination. This Declaration may be amended, as to all parts of DIBC then subject thereto, or terminated, as to all of DIBC or any part thereof then subject thereto, by an instrument in writing (a) executed and acknowledged by Owners having fifty-five percent (55%) or more of the Amendment/Termination Voting Rights (as established hereinafter) and (b) placed of record in the real property records of the City and County of Denver, Colorado, and any other county in which at the time of recordation any real property subject to this Declaration is located. For purposes of this Declaration, Amendment/Termination Voting Rights shall be established as follows: Each separate parcel of land that is part of DIBC and has been designated as a Building Site shall be entitled to one (1) Amendment/Termination Voting Right, exercisable by its Owner or Owners collectively. Similarly, each 10,000 square feet of land that is part of DIBC and is owned by the Declarant but is not designated as a Building Site shall be entitled to one (1) Amendment/Termination Voting Right, exercisable by the Declarant. Any parcel of land that is part of DIBC but that does not meet either of the foregoing criteria shall not be entitled to any Amendment/Termination Voting Rights. Amendments made pursuant to the provisions

of this Section 13.02 shall inure to the benefit of and be binding upon all real property and interests therein that are part of DIBC. A certificate of a title insurance company qualified to do business in the State of Colorado or of a licensed abstract company showing record ownership of the land shall be conclusive evidence of such ownership and status for voting purposes, but shall not be a prerequisite to any such amendment or termination.

#### ARTICLE 14 Enforcement

14.01. Enforcement Powers and Procedures. The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of all real property that is part of DIBC. These conditions, covenants, restrictions, and reservations may be enforced, as provided hereinafter, by (a) each Owner, (b) the DRC acting for itself and as agent on behalf of the Owners, (c) the Declarant, and (d) the Owners' Association in the manner and at the times described in Article 11 above (collectively, the "Enforcement Entities"). Each Owner other than the Declarant, by acquiring an interest in DIBC, shall be conclusively deemed to appoint irrevocably the DRC as its agent to act on its behalf for such purposes; the Declarant may exercise its enforcement powers either directly or through the DRC as its agent. Violation of any condition, covenant, restriction, or reservation herein contained shall give to the Enforcement Entities, or any of them, the right to bring proceedings at law or in equity against the party or parties violating or intending to violate any of the said covenants, conditions, restrictions, and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions, and reservations shall give to the DRC acting as agent the right to enter upon the real property on which the violation is occurring and abate, remove, modify, or replace at the expense of the Owner thereof any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and/or to impose on and collect fines or penalties from the Owner pursuant to a fine or penalty schedule adopted by the DRC. Any such fine or penalty shall constitute a lien on the subject property similar to the lien described in Section 11.06 above, and shall be foreclosable in the same manner. Every act, omission to act, or condition that violates the covenants, conditions, restrictions, and reservations herein contained shall constitute a nuisance and every remedy available at law or in equity for the abatement of public or private nuisances shall be available to the Enforcement Entities. Similarly, any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any real property that is part of DIBC is hereby declared to be a violation of this Declaration and is subject to all of the enforcement procedures set forth herein. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive. The

failure of the Enforcement Entities to enforce any of the conditions, covenants, restrictions, or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions, or reservations, and the Enforcement Entities shall not be liable therefor. For purposes of this Declaration and the enforcement powers and procedures set forth in this Article, the failure of an Owner, within any time period specified by the DRC, to implement a plan approved by the DRC for the purpose of remedying or eliminating a violation of this Declaration, such as a plan to construct or modify Improvements, shall constitute a violation of this Declaration.

**ARTICLE 15**  
Extension of Covenants to Other Land

15.01. Procedure for Extension of Covenants to Other Land. Any owner or owners of land not subject to this Declaration, regardless of the location of the land, may apply to the Declarant to have said land made subject hereto. With the written approval of the Declarant to subject such land to this Declaration, the owner or owners thereof may make such land subject hereto by executing an instrument in writing for that purpose and by recording the same in the real property records of the City and County of Denver, Colorado, and any other county in which at the time of recordation any real property subject to this Declaration or to be made subject hereto is located. Upon such recordation, this Declaration shall run with the land already subject hereto and with such other land as if said Declaration had always applied to all of said land from its inception, and shall inure to the benefit or and be binding upon such land, and anyone having an interest therein, as tenants or otherwise, their respective heirs, successors, and assigns. The sworn statement of persons declaring themselves to be the authorized representatives of the Declarant and approving the subjecting of such land to this Declaration shall be conclusive evidence of compliance with this provision. If the application so states, any such action subjecting certain land to this Declaration and the approval thereof by the Declarant may take effect at a date subsequent to the recording of the approved application, such as upon the transfer of title to the subject property from one person or entity to another.

**ARTICLE 16**  
Construction

16.01. Severability. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

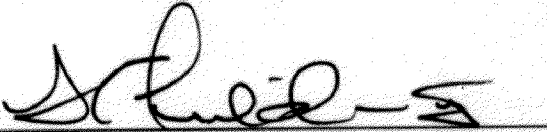
16.02. Certain Definitions. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

16.03. Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth herein.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the 26<sup>th</sup> day of MARCH, 2002.

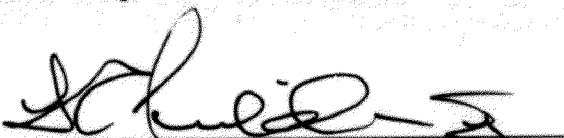
DIBC HOTEL CONFERENCE, LLC,  
a Colorado limited liability company

By: L.C. Fulenwider, Inc.,  
a Colorado corporation, as Manager

By:   
L.C. Fulenwider III, President

DIBC RETAIL, LLC,  
a Colorado limited liability company

By: L.C. Fulenwider, Inc.,  
a Colorado corporation, as Manager

By:   
L.C. Fulenwider III, President

DIBC COMMERCIAL, LLC,  
a Colorado limited liability company

By: L.C. Fulenwider, Inc.,  
a Colorado corporation, as Manager


By:   
L.C. Fulenwider III, President



EXHIBIT 1

**DENVER INTERNATIONAL BUSINESS CENTER**

**LEGAL DESCRIPTION (SIX (6) PARCELS)**

**PARCEL 1:**

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4, WHENCE THE NORTH QUARTER CORNER THEREOF BEARS S 89°56'05" W; THENCE S 00°48'54" W, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 2629.96 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE S 00°48'57" W, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 2649.68 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE N 89°42'27" W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 700.08 FEET TO A POINT BEING 38 FEET WEST OF, AS MEASURED PERPENDICULARLY TO, THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE N 00°49'52" E, ALONG A LINE 38 FEET WEST OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 86.31 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°10'09", A RADIUS OF 438.00 FEET AND AN ARC LENGTH OF 93.03 FEET TO A POINT OF TANGENT; THENCE N 13°00'01" E, ALONG SAID TANGENT, A DISTANCE OF 209.24 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 12°48'52", A RADIUS OF 462.00 FEET AND AN ARC LENGTH OF 103.33 FEET TO A POINT OF TANGENT; THENCE N 00°11'09" E, ALONG SAID TANGENT, A DISTANCE OF 259.88 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 06°59'31", A RADIUS OF 3162.00 FEET AND AN ARC LENGTH OF 385.86 FEET TO A POINT OF TANGENT; THENCE N 06°48'21" W, ALONG SAID TANGENT, A DISTANCE OF 36.17 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 07°38'13", A RADIUS OF 3238.00 FEET AND AN ARC LENGTH OF 431.60 FEET TO A POINT OF TANGENT BEING 38.00 FEET WEST OF, AS MEASURED PERPENDICULARLY TO, THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE N 00°49'52" E, ALONG A LINE 38.00 FEET WEST OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1013.93 FEET TO A POINT BEING 38.00 FEET SOUTH



OF, AS MEASURED PERPENDICULARLY TO, THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE N 89°49'01" W, ALONG A LINE 38.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 1946.16 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE N 00°52'38" E, ALONG SAID WEST LINE, A DISTANCE OF 38.00 FEET TO THE CENTER OF SAID SECTION 4; THENCE N 00°52'33" E, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1308.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE N 56°29'58" E, A DISTANCE OF 2376.85 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE N 89°56'05" E, ALONG SAID NORTH LINE, A DISTANCE OF 680.91 FEET TO THE POINT OF BEGINNING. CONTAINING 7,526,683 SQUARE FEET OR 172.789 ACRES MORE OR LESS.

EXCEPT THE PORTIONS THEREOF DESCRIBED AS FOLLOWS:

1. ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 1, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
2. ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 2, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
3. ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 3, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
4. ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 8, CITY AND COUNTY OF DENVER, STATE OF COLORADO.
5. ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 9, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 2:

ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 1, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

**PARCEL 3:**

**ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 2,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.**

**PARCEL 4:**

**ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 3,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.**

**PARCEL 5:**

**ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 8,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.**

**PARCEL 6:**

**ALL LAND WITHIN DENVER INTERNATIONAL BUSINESS CENTER FILING NO. 9,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO.**