

FALCON RIDGE PROTECTIVE COVENANTS,  
BY-LAWS, AND DESIGNATION  
OF ARCHITECTURAL CONTROL COMMITTEE

## PROTECTIVE COVENANTS

The following are Protective Covenants for THE HIGHLANDS, SECOND FILING, a subdivision situated in the County of Arapahoe, State of Colorado.

### PART A - PREAMBLE

WHEREAS, CASTLEWOOD CORPORATION, a Colorado corporation and THE COUNTY LINE DEVELOPMENT CORPORATION, a Colorado corporation are the owners and/or subdivider of THE HIGHLANDS, SECOND FILING, a subdivision in Arapahoe County, Colorado, described as follows:

Lots 1-15, inclusive, Block 1  
Lots 1-36, inclusive, Block 2  
Lots 1-54, inclusive, Block 3

AND WHEREAS, the above described owners/subdivider desire to subject the property above described to certain protective restrictions, conditions, covenants, and charges, all of which are hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished, and that the health, comfort, safety, convenience, and general welfare of subsequent owners of the property may be promoted and safeguarded.

NOW, THEREFORE, the following Protective Covenants are adopted to regulate and control the use of the aforesaid land:

### PART B - RESIDENTIAL AREA COVENANTS

B-1. Land Use and Building Type. No site shall be used except for residential purposes. Only single-family dwellings, private garages for not more than three (3) cars, and other outbuildings directly incidental to residential use shall be erected, altered, placed, or permitted to remain on any lots.

B-2. Architectural Control. No building shall be erected, placed, or altered on any site until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C of these Protective Covenants.

B-3-1. Dwelling and Size. The ground floor area of the main structure of a one-story structure (or the main floor and top level, in the case of tri-levels), exclusive of one-story porches and garages and exclusive of basements, shall not be less than 1650 square feet. The ground floor area of the main structure of two-story structures and mid-entry homes, exclusive of basements, shall not be less than 1600 square feet.

B-3-2. Move and Set. All construction within the subdivision shall be new construction and no previously erected building, structure, or improvement shall be moved and set upon any lot from any other location.

B-4. Building Location (Except Side Lot Setback). No building shall be located on any lot nearer than twenty (20) feet to the front nor twenty (20) feet to the rear lot line, nor nearer than fifteen (15) feet to any side street line.

B-5. Building Location, Side Lot Setback - Easement. A variable side setback to an interior side lot line is permitted. The side yard setback may be "zero (0) feet", provided, however, the minimum space between buildings on adjacent lots shall be ten (10) feet (excluding eaves, fireplaces, and overhangs). If a building is placed on a lot closer than three (3) feet to the adjacent common lot line, the following shall apply:

(1) In the event that any building improvement is placed on a lot within three feet of the side lot line, the owner of that lot shall be and hereby is granted an easement over the adjoining five feet of the adjoining lot for the purpose of maintenance, repair, replacement, and preservation of such building improvement. Such easement is appurtenant to and shall run with the land.

(2) The owner of said easement who exercises his right to enter onto said easement area for the purposes set forth above shall exercise that right only between the hours of 8 o'clock a. m. and 5 o'clock p. m. on weekdays (excluding Saturday and Sunday) except with the permission of the adjoining lot owner. The owner of said easement shall have the duty to diligently pursue his activities to a timely completion and promptly replace, repair, and restore the surface of said easement to the condition existing prior to his entry thereon.

B-6. Variance. Nothing contained hereinabove shall restrict the right of the owner of a lot to apply for and obtain a variance from local building or zoning regulations for the purpose of constructing or altering a residence or other accessory building otherwise in compliance with these Covenants. In the event the granting of said variance shall create a violation of these Covenants, the right of any person or persons to enforce the provisions of Paragraph B-4 and B-5 shall be extinguished upon the granting of said variance if done in compliance with established procedures, rules, and regulations of the then duly constituted body legally empowered to grant variances to building code and zoning requirements.

B-7. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, and other easements of record which may have been granted subsequent to platting, no structure, fence, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow, obstruct, or retard the flow of water in and through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or one or more utility company is responsible.

B-8. Nuisance. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.

B-9. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any site at any time as a residence, either temporarily or permanently.

B-10. Water and Sewer. No individual water supply system or sewerage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as may be provided by such water or sanitation district as may serve the area.

#### PART C - ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Architectural Control Committee is composed of Stephen E. Geist, William Graefe and Albert C. Balika. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor such representatives as it may designate, shall be entitled to any compensation for services performed pursuant to this Covenant. Nor shall the Committee or any member thereof be liable, in any manner, for any action or failure of action taken in these premises. At any time, the then record owners of a majority of the area of THE HIGHLANDS, SECOND FILING shall have power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. Control Committee address is: Post Office Box 2917, Littleton, Colorado, 80161

C-2. Procedure. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after

plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

C-3. Criteria of Consideration. In addition to all the other criteria herein set forth, the Committee shall generally determine whether the proposed improvement will protect the then value and future value of the properties then located in the subdivision and to be erected therein. The Committee shall, in the exercise of its judgment and determination, use reason and good faith. Among the other considerations applied, the Committee will determine and base its approval or rejection upon the fact of whether said proposed improvements are reasonably compatible with other improvements erected and planned in said subdivision.

#### PART D - MISCELLANEOUS

D-1. Signs. No sign of any kind shall be displayed to the public view on any site except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used and erected by a builder to advertise the property during the period when construction and sales of new dwellings occur.

D-2. Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any site. No derrick or other structure designed for the in boring for oil or natural gas shall be erected, maintained, or permitted on any site.

D-3. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, such dogs, cats, or other household pets shall not exceed two (2) of any one type of animal for each site.

D-4. Garbage and Refuse Disposal. No site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

D-5. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any corner site except in conformity with the applicable resolutions, regulations, and restrictions of the county boards and agencies of the County of Arapahoe, State of Colorado, nor shall any tree be permitted to remain within such areas unless the foliage line is maintained at such height to prevent obstruction of sign lines.

D-6. Radio and TV Antennas. Radio and TV aeriels and antennas shall not exceed eight (8) feet higher than the ridge of any structure, and shall be attached to said structure.

D-7. Storage of Boats, Campers, Trailers, Etc. No vehicles, boats, campers, trailers, or other such contraptions or devices shall be stored or permitted to remain for more than five (5) continuous days on any lot, except within enclosed garages or in completely enclosed, 100% secured-from-vision areas in the rear yard of the residence structure situate thereon.

#### PART E - STREET LIGHTING

E-1 Tariffs. All lots and tracts in THE HIGHLANDS, SECOND FILING are subject to and bound by Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules, and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules, and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

#### PART F - GENERAL PROVISIONS

F-1 Term. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, after which time, said Covenants shall be automatically for successive periods of ten (10) years unless an instrument signed by a majority of the ten owners of the sites has been recorded agreeing to terminate said Covenants or change them in whole or in part.

F-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenants, either to restrain violating or to recover damages, or both.

F-3. Severability. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

FALCON RIDGE

Falcon Ridge Protective Covenants

Recorded at o'clock m

Reception No. 2100329 Marjorie Page, Recorder

Book 3479 Page 57

By Laws

Designation of Architectural Control Committee

Recorded at 12:39 o'clock p. m. January 28, 1985. 1612C 12/12/84

Reception No. 2495007 Marjorie Page, Recorder

Book 4357 Page 456

Amendment to Protective Covenants

Recorded at 12:39 o'clock p. m. January 28, 1985. 1613C 12/12/84

Reception No. 2495008 Marjorie Page, Recorder

Book 4357 Page 475

FALCON RIDGE HOMEOWNERS' ASSOCIATION, INC.

BY-LAWS

STATEMENT OF PURPOSE

The Falcon Ridge Homeowners' Association, Inc. (Falcon Ridge) has been established to serve the members of our community. Specific objectives of the Association are: (1) To promote rational use of land and resources in our area and to maintain the quality of our environment. This includes monitoring of development in our area to insure quality of design and adequacy of facilities and services; (2) To represent and assist in preserving the interests of its members from internal and external influences which may be contrary to those interests; (3) To welcome newcomers to the community by introducing them to their neighbors and by informing them of the facilities and services available within Falcon Ridge and in the surrounding area; (4) To provide on a regular basis to all members an information service covering news of general interest and events within and outside the community; and (5) To sponsor, organize and publicize recreational, athletic and social functions.

These purposes shall be implemented through a Board of Directors, elected officers and volunteer committees and shall at all times be carried out in accordance with the wishes of the majority of the members, with due regard to the rights and interest of any opposing minority.

ARTICLE I

NAME

1.00 The name of the Corporation shall be FALCON RIDGE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

OFFICES

2.00 Principal Office. The principal office of the Corporation shall be located in the County of Arapahoe, State of Colorado.

2.01 Registered Office and Agent. The Corporation shall have and continuously maintain in the State of Colorado a registered office, and a registered agent whose office is identical with such registered office, as required by the Colorado Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Colorado, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE III

MEMBERSHIP AREA

3.00 Definition. The membership area shall be the area shown as Falcon Ridge, first and any subsequent filings as more fully described in the plot on record in the Office of The Clerk and Recorder of The County of Arapahoe, State of Colorado.



3.01 Alteration of Membership Area. The Board of Directors may at any time and from time to time change and alter the area by deletion or addition by a majority vote, provided, however, written notice of such pending action shall have been given to each member of the Corporation at least five (5) days prior to the date on which the Board of Directors is to take such action.

#### ARTICLE IV

##### MEMBERSHIP

4.00 Regular Membership. Regular membership shall be open to homeowners in Falcon Ridge and shall consist of all members of a family living at any home in Falcon Ridge. Each homeowner shall qualify as a separate and individual voting member.

4.01 Associate Membership. Associate membership shall be open to other residents of Falcon Ridge. Associate members shall have no voting rights.

4.02 Dues. The dues for each membership shall be \$40.00 annually per household payable in advance by November 1 of each year. The annual dues shall be prorated on a semi-annual basis for new members during the year.

4.03 Arrears. Any member 45 days in arrears in payment of dues shall be automatically dropped from membership after notice from the Secretary of the Corporation. Dues shall be payable upon joining the Corporation and annually thereafter.

4.04 No Personal Liability. No member of this Corporation shall become personally liable to creditors of the Corporation for any indebtedness or liability, and any and all creditors shall look only to the assets of the Corporation for payment.

#### ARTICLE V

##### MEETING OF MEMBERSHIP

5.00 Annual Meetings. The annual meeting of the Falcon Ridge membership shall be held on the second Tuesday of October, at such time and place as is designated by the Executive Committee. Written notification of such meeting shall be given to each member at least two weeks prior to the date.

5.01 Special Meetings. Special meetings of the membership shall be called by the President upon the request of a majority of the Executive Committee, or upon petition in writing of at least twenty active members of the Corporation. Notification of a special meeting shall be as provided for regular meetings and, in addition, the notice shall contain the reason or reasons for the special meeting.

5.02 Place of Meetings. Meetings shall be held at any place designated by The Board of Directors, the Executive Committee or the members petitioning for such meeting, provided such place is within The County of Arapahoe, State of Colorado and sufficient to the purpose of the meeting.

5.03 Presiding Officer. The President or, in his absence or disability, the Vice President shall preside over all meetings of the membership. If neither the President nor Vice President is able to preside, the Treasurer or the Secretary, in turn, shall preside.

5.04 Quorum. Those regular members of Falcon Ridge in attendance at any annual or special meeting shall constitute a quorum for doing business.

5.05 Voting. Only regular members shall be entitled to vote. Absentee ballots and assignments shall be permitted. Procedure relating to absentee ballots shall be part of the written notification of the annual or special meeting.

5.06 Rules of Order. "Robert's Rules of Order" shall govern all matters of procedure at any annual or special meeting of Falcon Ridge or the Executive Committee.

## ARTICLE VI

### BOARD OF DIRECTORS

6.00 General Powers and Composition. The affairs of the Corporation shall be overseen by the Board of Directors (Board), and shall consist of four elected Directors and the immediate Past President of the Executive Committee. The Board shall attend every Executive Committee meeting and shall have one full and equal vote in matters coming before the Executive Committee.

6.01 Election. All members of the Board shall be elected by a vote of the membership at the Annual Meeting of the Membership. Nominations for the Board shall be submitted to the Secretary between May 1 and August 1 each year. The Secretary shall forward all nominations to the Nominating Committee by August 10. The Nominating Committee shall consider these names in composing its slate.

6.02 Nominating Committee. At least two months prior to the Annual Meeting of the Members, the Board shall appoint a Nominating Committee to recommend a slate of officers and members to fill vacancies on the Board to the membership at the Annual Meeting. In selecting the slate, the Nominating Committee shall attempt to represent all segments of the community. Such slate shall be included in the written notice for the Annual Meeting. Additional nominations may be made at the Annual Meeting.

6.03 Committee Chairpersons. The Board shall select the Chairpersons for each of the Standing Committees which may be established by the Board.

6.04 Chairperson and Voting. The immediate Past President of the Executive Committee of the Corporation shall be the Chairperson of the Board. Each member of the Board shall have one vote. No vote by proxy shall be permitted.

6.05 Term of Office. The term of office for members of the Board shall be two years, ending at the election of new Board members. Board members may not run for reelection. At the first Annual Meeting, the members shall elect members of the Board of three kinds. Two members shall be elected to serve a term of one year; two members shall be elected to serve a term of two years; and one member shall be elected to serve as Chairperson. Thereafter, members shall elect two Board members each year at the Annual Meeting.

6.06 Special Meetings. Special meetings of the Board may be called by or at the request of the chairperson or any three (3) members.

6.07 Notice. Notice of any meeting of the Board shall be given at least five (5) days previous thereto by written notice delivered to the membership at the address as shown in the records of the Corporation. Any member may waive notice of any meeting.

6.08 Quorum and Majority. Three (3) members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the members of the Board shall be the act of the Board at any meeting, unless the act of a greater number is required by law or by these By-laws.

6.09 Vacancies. Vacancies in the Board shall be filled by majority vote of the members present at a meeting. A member elected to fill a vacancy shall serve the unexpired term of that member's predecessor.

6.10 Removal. Any member of the Board may be removed from that member's position by an affirmative vote of two-thirds (2/3) of the entire Board. A written instructed ballot is acceptable for a vote under this section only.

6.11 Eligibility. Only voting members of the Corporation are eligible to be members of the Board.

6.12 Open Meetings. Meetings of the Board shall be open to all members of the Corporation.

## ARTICLE VII

### EXECUTIVE COMMITTEE

7.00 General Powers and Composition. The affairs of the Corporation shall be managed by the Executive Committee.

7.01 Officers. The officers of the Corporation shall be the President, Vice President, Secretary and Treasurer.

7.02 Election. The officers shall be elected annually by majority vote of the members present at the Annual Meeting of the Membership. Each officer shall serve for one year and shall hold office until that officer's successor shall have been elected. Officers may run for reelection two consecutive years, then must vacate the Executive Committee and Board for one (1) year.

7.03 Removal. Any officer may be removed by a vote of two-thirds of the entire Board of Directors. A written instructed ballot is acceptable for a vote under this section only.

7.04 Vacancies. A vacancy in any office may be filled by a majority vote of the Board of Directors at any meeting. Any person elected to fill a vacancy shall serve the unexpired portion of the term of that office.

7.05 President. The President shall be the Chief Executive Officer of the Corporation. The President shall preside at all meetings of members, the Board and the Executive Committee, and shall have general supervision of other officers and the general active management of the business of the Corporation. The President shall sign all instruments and documents required to be executed by the Corporation and all reports required by law to be made and filed by the Corporation, unless otherwise provided by statute. All checks of the Corporation shall be signed by both the President and the Treasurer to be valid. The President shall perform such other acts as are usually incident to the office of President of a Corporation and such as may be required by the Board.

7.06 Vice President. The Vice President shall perform the duties of the President in the absence of the President. The Vice President shall also be in charge of all Standing Committees.

7.07 Secretary. The Secretary shall keep the minutes of the proceedings of the membership, Board and Executive Committee; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; keep all documents and records pertaining to the operation and activities of the Corporation; keep a record of the address and telephone number of each member; file all reports required pursuant to Federal, State or local law; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or Board.

7.08 Treasurer. The Treasurer shall take custody of all funds and other assets of the Corporation; open bank accounts in the name of the Corporation; place all funds and other assets of the Corporation in accounts in the name of the Corporation; disburse such funds or other assets as the Board may direct; keep and maintain accurate and complete financial records of the Corporation, and report such to the membership, Board and Executive Committee at all meetings of those bodies; collect all monies due the Corporation and pay all routine bills and expenses; and perform such other duties incident to the office of the Treasurer and that may be assigned by the President or Board. All checks of the Corporation shall be signed by both the President and the Treasurer to be valid.

7.09 Regular Meetings. Regular meetings of the Executive Committee shall be held monthly, at such time and place as is designated by the President, or, in his absence, by the presiding officer. Notification of such meeting shall be given at the preceding meeting.

7.10 Special Meetings. Special meetings of the Executive Committee shall be called by the President upon request of a majority of The Executive Committee, the Board of Directors, or upon petition in writing of at least twenty active members of the Corporation. Notification of a special meeting shall be given to each active member, in writing, at least five (5) days prior to the date of such meeting.

7.11 Attendance and Voting. The Board of Directors shall attend meetings of the Executive Committee and shall have voting authority for all matters properly brought before the Executive Committee. In addition, all active members of the Corporation may attend meetings of the Executive Committee but shall not have voting authority.

7.12 Quorum. At least five members of the Board of Directors and Executive Committee, combined, must be present to have a quorum. At least one of the five must be a member of the Executive Committee.

## ARTICLE VIII

### COMMITTEES

8.00 Selection and Membership. The Board shall select such Standing and Special Committees as it deems appropriate. Membership on all committees shall be open to all members of the Corporation.

8.01 Chairpersons. The Chairperson of each committee shall be selected by the Board. The Chairpersons of Standing Committees shall not be chosen from among the members of the Board.

8.02 Authority. Committees and their Chairpersons may exercise only such authority as has been specially granted by resolution of the Board. No Committee or Chairperson may bind the Board or the Corporation in any manner unless authorized by the Board.

## ARTICLE IX

### GENERAL PROVISIONS

9.00 Open Meetings. All meetings of the Board, Executive Committee and all committees shall be open to all members of the Corporation.

9.01 Inspection. All members of the Corporation or their duly authorized representatives shall be permitted to inspect all books and records of the Corporation for any proper purpose at any reasonable time.

9.02 Reports. Any public endorsements, recommendations and actions taken by the Board, Officers, Executive Committee, Committees or Chairpersons shall be reported to the membership at the next regular meeting of the membership and in any written communication medium to the membership if such action involves the name of the Corporation.

9.03 Minutes. All minutes of all meetings of the Board and Executive Committee shall be a matter of record.

9.04 Contracts. The Board may authorize any officer or agent to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

9.05 Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in the name of the Corporation.

9.06 Deposits. All funds of the Corporation shall be deposited in the bank account of the Corporation.

9.07 Amendment. These By-laws can only be amended by a two-thirds (2/3) vote of the membership present at any meeting of the membership.

9.08 Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

DESIGNATION OF ARCHITECTURAL  
CONTROL COMMITTEE

By instrument recorded August 26, 1981 in Book 3479 at page 57 under Reception No. 2100329 of the real property records of Arapahoe County, Colorado, Castlewood Corporation and The County Line Development Corporation adopted protective covenants (the Covenants") to regulate and control the use of the land in THE HIGHLANDS SECOND FILING, a subdivision in arapahoe County, Colorado (the "Subdivision"), as shown on the recorded plat of the Subdivision.

The Subdivision consists of 105 lots described as follows:

Lots 1 through 15, Block 1;  
Lots 1 through 36, Block 2;  
Lots 1 through 54, Block 3;  
THE HIGHLANDS SECOND FILING.

Paragraph C-1 of the Covenants provides that the record owners of a majority of the area of the Subdivision shall have the power through a duly recorded instrument to change the membership of the Architectural Control Committee established under the Covenants (the "Committee").

The undersigned own land within the Subdivision as described below and constitute the record owners of a majority of the area of the Subdivision.

Pursuant to paragraph C-1 of the Covenants, the undersigned hereby remove all the present members of the Committee and appoint in their place John Bromley, Robert Brotherton, Kathleen Consigli, William Defazio, and Jeudi Scannell.

The address of the Committee is P. O. Box 2273, Littleton, Colorado 80161.

The members of the Committee as of July 1, 1989 are as follows: Kathleen Consigli, Jeudi Scannell, David Boten, and Jerry Mabary.

Except as specifically set forth herein, the Covenants remain in full force and effect; and in the event of a conflict between the Covenants and this instrument, the provisions of this instrument shall control.

EXECUTED as of January 12, 1985.