

**BYLAWS
OF
RIVA CHASE HOMEOWNERS' ASSOCIATION INC.**

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**BYLAWS
OF
RIVA CHASE HOMEOWNERS' ASSOCIATION, INC.**

**Article I
DEFINITIONS**

The following terms shall have the same meaning herein as such terms have in that certain Declaration of Covenants, Conditions and Restrictions of Riva Chase (a/k/a Forest Hills Subdivision), dated June 11, 1984 and recorded on June 18, 1984 under Reception No. 84056072 of the real property records of the County of Jefferson, State of Colorado, and that certain Supplementary Declaration of Covenants, Conditions and Restrictions of Riva Chase, dated June 11, 1984, and recorded on June 18, 1984 under Reception No. 84056073 of the real property records of the County of Jefferson, State of Colorado, as amended by the First Amendment to Declaration and Supplementary Declaration of Covenants, Conditions and Restrictions of Riva Chase, dated as of June 12, 1987, and recorded June 16, 1987 under Reception No. 87078776 of the real property records of the County of Jefferson, State of Colorado (collectively, as amended from time to time, the "Declaration"): "Architectural Control Committee," "Association," "Board or Board of Directors," "Common Areas," "Declarant," "Improvements," "Lot," "Member," "Owner," and "Property."

**Article II
OFFICES**

The Association is a Colorado nonprofit corporation, with its principal office located at 869 Hill and Dale Road, Golden, Colorado 80401. The principle office and address of the Association may be changed by the board of directors upon written notice to all members. The Association may also have offices and may carry on its purposes at such other places within and outside the State of Colorado as the Board of Directors may from time to time determine.

**Article III
MEMBERSHIP, VOTING, QUORUM AND PROXIES**

3.01 Membership. The members of the Association shall be as set forth in the Articles of Incorporation from time to time.

3.02 Voting Rights. The voting rights of the members shall be as set forth in the Articles of Incorporation from time to time.

3.03 Quorum. Except as otherwise required by the laws of the State of Colorado or the Articles of incorporation, the presence in person or by proxy of members entitled to vote more than 10 percent of the total votes of the members shall constitute a quorum.

3.04 Proxies. Votes may be cast in person or by proxy. Every proxy must be executed in writing by the member or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.05 Majority Vote. At any meeting of members, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the members, unless the vote of a greater number is required by law, the Articles of Incorporation, the Declaration or these Bylaws.

Article IV ADMINISTRATION

4.01 Annual Meeting. The annual meeting of the members shall be held on the third Thursday in the month of June in each year, or at such other date in June or July designated by the Board of Directors, beginning with the year 1992, for the purpose of the transaction of such business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in Colorado, such meeting shall be held on the next succeeding business day.

4.02 Special Meetings. Special meetings of the members, for any purpose, unless otherwise prescribed by statute, may be called by the president or by the Board of Directors, and shall be called by the president at the request of the members entitled to vote 25 percent or more of the total votes of the members.

4.03 Place of Meeting. The Board of Directors may designate any place, either within or outside Colorado, as the place for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or outside Colorado, as the place for such meeting. If no designation is made, or if a special meeting shall be called otherwise than by the Board, the place of meeting shall be the principal office of the corporation in Golden, Colorado.

4.04 Notice of Meeting. Written or printed notice of any meeting of the members, stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each member entitled to vote at such meeting not less than 10 nor more than 50 days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining members entitled to notice of or to vote at any meeting of members, the Board of Directors may set a record date for such determination of members, in accordance with the laws of Colorado. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Members. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the members, and may be stated as such in any articles or document filed with the Secretary of State of Colorado.

4.06 Voting. In the election of directors each member shall have the right to vote the number of votes to which he is entitled for as many persons as there are directors to be elected, and for whose election he is entitled to vote. Cumulative voting shall not be allowed.

Article V BOARD OF DIRECTORS

5.01 Number, Tenure and Qualifications. The business and affairs of the Association shall be managed by a Board of Directors consisting of five directors, who need not be members of the Association. Each director shall serve for one-year terms and shall be elected annually by the members at the annual meeting. Each director shall hold office until the election and qualification of his successor or until his earlier death, resignation or removal. The number of directors may be changed by amendment of these Bylaws in the manner set forth herein.

5.02 Resignations; Vacancies. Any director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the Board of Directors (by reason of resignation, death or an increase in the number of directors) or any newly created directorship

resulting from any increase in the authorized number of directors may be filled by the affirmative vote of a majority of the directors then in office though less than a quorum. A director elected to fill a vacancy or newly created directorship shall hold office until the next annual meeting of the members and until his successor is duly elected and qualified.

5.03 General Powers. The Board of Directors shall have and may exercise all the powers of the Association except such as are expressly conferred upon the members, either in their capacity as members of the Association or as Owners, by law, or by the Articles of Incorporation, the Declaration or these Bylaws.

5.04 Additional Powers and Responsibilities. In addition to its general powers, the Board of Directors shall have the authority and responsibility, acting through the Association's officers:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration.

(b) To establish, make, amend and enforce compliance with such reasonable rules and regulations as may be necessary or advisable for the operation, use and occupancy of the Property and for the operation and use of the Common Areas, which rules and regulations shall be uniformly applied and shall be consistent with the provisions of the Declaration. Such rules and regulations may be adopted and amended by a majority of the directors in attendance at any meeting where a quorum of the Board is present.

(c) To maintain in good order, condition and repair all of the Common Areas and any Improvements situated thereon, and all items of personal property used in the enjoyment of the Premises.

(d) To obtain and maintain insurance in connection with the Property, the Common Areas and security and other service facilities devoted to the purposes set forth in the Declaration, and for the protection of the Association and its members.

(e)(i) To fix, determine, levy and collect periodic and special assessments (as more specifically described in the Declaration) to be paid by each of the Owners for capital improvements or emergencies (as more specifically set forth in the Declaration).

(ii) At the first meeting of the Board of Directors after the beginning of the Association's fiscal year, the Board shall adopt an estimated budget for that year. The estimated budget shall include, but shall not be limited to, an estimate of the costs of maintenance and repair of the Common Areas and any improvements situated thereon, the cost of utilities and other services to be provided by the Association, the cost of insurance required by the Declarations and the proposed capital expenditures. For the Association's first fiscal year, estimates of the costs for repair and maintenance of the Common Areas, and any improvements situated thereon, shall be based on a good faith estimate of those costs and may be based on the costs incurred by similar associations in the general locale of the Property. Thereafter, the cost of maintenance and repair shall be estimated on the basis of the previous year's costs with such adjustments as the Board of Directors considers appropriate. The budget shall also include an estimate, based on such estimates, of the annual assessment for each Lot.

(iii) The Board may adjust the annual assessment from time to time as may, in the discretion of the Board, be deemed necessary or advisable. Special assessments may be levied whenever in the opinion of the Board it is necessary or advisable to do so (A) to meet increased operating or maintenance expenses or costs, (B) to provide for additional capital expenses, or (C) because of emergencies. However, the maximum annual assessment on a Lot may be increased each year not more than 10 percent above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may only be increased above 10 percent by a vote of 75 percent of each class of Members who are voting in person or by proxy, at a meeting duly called for such purpose.

(iv) All annual or special assessments shall be in itemized statement form and shall set

forth in detail the various expenses for which the assessments are being made.

(v) This Section 5.04(e) may not be altered, amended or repealed except by the vote of the holders of at least 75 percent of the votes of the members.

(f) To collect promptly all delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in the Declaration and these Bylaws.

(g) To protect and defend the Property, the Common Areas and any improvements located thereon from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay authorized by these Bylaws and the Declaration, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary or advisable.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) To maintain full and accurate books and records showing all of the receipts, expenses or disbursements of the Association. Any member or Mortgagee may inspect such records at convenient weekday hours. Upon 10 days' prior written notice to the manager, managing agent or Board of Directors and payment of a reasonable fee, any Owner, Mortgagee, prospective Mortgagee, prospective purchaser or other transferee of a Lot shall be furnished a written statement setting forth the amount of any unpaid assessments, if any, with respect to the applicable Lot, the amount of the current periodic assessment, the date on which such assessment became or shall become due, the amount of unpaid periodic or special assessments, if any, and the amount of any credit for prepaid assessments.

(l) To prepare and deliver annually to each member a statement showing all receipts, expenses or disbursements since the last such statement.

(m) To designate and remove personnel necessary for the operation, maintenance, repair and replacement of the Common Areas and the Improvements situated thereon.

(n) To do and perform any act permitted or required to be done by the Association pursuant to any provision of the Declaration and to enforce the covenants set out in the Declaration.

5.05 Managing Agent. The Board of Directors may employ a manager or managing agent, or both, for the Association at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 5.04 above (except the duties listed in subsection (h) of such section). Any such delegation, however, shall not relieve the Board of Directors of its responsibility under the Declaration.

5.06 Regular Meetings. Regular meetings of the Board of Directors may be held without call or formal notice at such places within the State of Colorado, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board of Directors for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of members, or any special meeting of members at which a Board of Directors is elected.

5.07 Special Meetings. Special meetings of the Board of Directors may be held at any place within the State of Colorado at any time when called by the president, or by two or more directors, upon the giving of at least three days' prior notice of the time and place thereof to each director by leaving such notice with him or at his residence or usual place of business, or by mailing or telegraphing it prepaid, and addressed to him at his post office address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the directors shall be required.

5.08 Quorum. A majority of the number of directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the directors in attendance shall, except where a larger number is required by law, by the Articles of Incorporation or by these Bylaws, decide any question brought before such meeting.

5.09 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him except when such director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

5.10 Informal Action by Directors. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the directors.

5.11 Compensation of Directors. The members of the Board of Directors of the Association shall receive no compensation for services performed as directors of the Association; however, the Board of Directors is authorized to make provision to reimburse its members for reasonable expenses incurred in connection with furthering the purposes of the Association.

Article VI OFFICERS AND AGENTS

6.01 General. The officers of the Association shall be a president (who shall be chosen from among the members of the Board of Directors), one or more vice presidents, a secretary and a treasurer. The officers shall be appointed by an affirmative vote of a majority of the members of the Board of Directors. The Board of Directors may appoint such other officers, assistant officers, committees and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board of Directors. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the Bylaws or by the Board of Directors, such officer, agent or employee shall follow the orders and instructions of the president.

6.02 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

6.03 Vacancies. A vacancy in any office, however occurring, may be filled by an affirmative vote of a majority of the members of the Board of Directors for the unexpired portion of the term.

6.04 President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents and employees.

6.05 Vice Presidents. The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Board of Directors. In the absence of the president, the vice president designated by the Board of Directors or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made all vice presidents may exercise such powers and perform such duties.

6.06 Secretary. The secretary shall:

- (a) Keep the minutes of the proceedings of the members, executive committee and the Board of Directors;
- (b) See that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration and as required by law;
- (c) Be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board of Directors;
- (d) Keep at the Association's registered office or principal place of business within or outside Colorado a record containing the names and registered addresses of all members, the Lot owned by each member, and, if such Lot or the Improvements thereon is mortgaged, the name and address of each Mortgagee; and
- (e) In general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

6.07 Treasurer. The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board of Directors. He shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. He shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. He shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Board of Directors or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

6.08 Compensation of Officers. The officers of the Association shall receive no compensation for services performed as officers of the Association; however, the Board of Directors is authorized to make provision to reimburse the officers for reasonable expenses incurred in connection with furthering the purposes of the Association.

Article VII INDEMNIFICATION

7.01 Definitions. For purposes of this Article VII, the following terms shall have the meanings set forth below:

- (a) "Corporation" means the corporation and, in addition to the resulting or surviving corporation, any domestic or foreign predecessor entity of the corporation in a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of the transaction.
- (b) "Expenses" means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.
- (c) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan) or expense incurred with respect to a proceeding.
- (d) "Official capacity" when used with respect to a director of the corporation means the

office of director in the corporation, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the corporation held by the officer or the employment relationship undertaken by the employee on behalf of the corporation in the performance of his duties in his capacity as such officer or employee. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.

(e) "Party" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that he is or was a director, officer or employee of the corporation, and any person who, while a director, officer or employee of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the corporation's request if his duties to the corporation also impose duties on or otherwise involve services by him to the plan or to participants in or beneficiaries of the plan.

(f) "Proceeding" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitative or investigative (including an action by or in the right of the corporation) and whether formal or informal.

7.02 Right to Indemnification.

(a) Standards of Conduct. Except as provided in Section 7.02(d) below, the corporation shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if (i) he conducted himself in good faith, (ii) he reasonably believed (A) in the case of a director acting in his official capacity, that his conduct was in the corporation's best interests, or (B) in all other cases, that his conduct was at least not opposed to the corporation's best interests, and (iii) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 7.02, any party acting in his official capacity who is also a director of the corporation shall be held to the standard of conduct set forth in Section 7.02(a)(ii)(A), even if he is sued solely in a capacity other than as such director.

(b) Employee Benefit Plans. A party's conduct with respect to an employee benefit plan for a purpose he reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of Section 7.02(a)(ii)(B). A party's conduct with respect to an employee benefit plan for a purpose that he did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 7.02(a)(i).

(c) Settlement. The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 7.02(a).

(d) Indemnification Prohibited. Except as hereinafter set forth in this Section 7.02(d), the corporation may not indemnify a party under this Section 7.02 either (i) in connection with a proceeding by or in the right of the corporation in which the party is or has been adjudged liable for gross negligence or willful misconduct in the performance of his duty to the corporation, or (ii) in connection with any proceeding charging improper personal benefit to the party, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him (even if the corporation was not thereby damaged). Notwithstanding the foregoing, the corporation shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (i) and (ii) of this Section 7.02(d)

or whether or not he met the applicable standard of conduct set forth in Section 7.02(a), and in view of all relevant circumstances, such party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Code.

(e) Claims by or on Behalf of Corporation. Indemnification permitted under this Section 7.02 in connection with a proceeding by or in the right of the corporation shall be limited to expenses incurred in connection with the proceeding.

(f) Combined Proceedings. If any claim made by or in the right of the corporation against a party is joined with any other claim against such party in a single proceeding, the claim by or in the right of the corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

7.03 Prior Authorization Required. Any indemnification under Section 7.02 (unless ordered by a court) shall be made by the corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because he has met the applicable standard of conduct set forth in Section 7.02(a) and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Board of Directors by a majority vote of a quorum of such board, which quorum shall consist of directors not parties to the subject proceeding, or by such other person or body as permitted by law.

7.04 Success on Merits or Otherwise. Notwithstanding any other provision of this Article VII, the corporation shall indemnify a party to the extent he has been successful, on the merits or otherwise, including without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding to which he was a party against expenses incurred by him in connection therewith.

7.05 Advancement of Expenses. The corporation shall pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (a) the party furnishes the corporation a written affirmation of his good-faith belief that he has met the standard of conduct described in Section 7.02(a)(i); (b) the party furnishes the corporation a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet such standard of conduct; and (c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article have been made in the manner provided in Section 7.03. The undertaking required by clause (b) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

7.06 Payment Procedures. The corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 7.04 and by the written affirmation and undertaking to repay as required by Section 7.05 in the case of indemnification under such Section. The right to indemnification and advances granted by this Article shall be enforceable in any court of competent jurisdiction if the corporation denies the claim, in whole or in part, or if no disposition of such claim is made within ninety days after written request for indemnification is made. A party's expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such proceeding shall also be paid by the corporation.

7.07 Notification to Members. Any indemnification of or advance of expenses to a director (but not to any other party) in accordance with this Article, if arising out of a proceeding by or on behalf of the corporation, shall be reported in writing to the members with or before the notice of the next meeting of members.

7.08 Insurance. By action of the Board of Directors, notwithstanding any interest of the directors in such action, the corporation may purchase and maintain insurance in such amounts as the Board of Directors deems appropriate to protect itself and any person who is or was a director,

officer, employee fiduciary or agent of the corporation, or who, while a director, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify such person against such liability under applicable provisions of law or this Article. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the corporation has an equity or any other interest, through stock ownership or otherwise. The corporation may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

7.09 Right to Impose Conditions to Indemnification. The corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstances, including but not limited to any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the corporation; (b) that the corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the corporation.

7.10 Other Rights and Remedies. Except as limited by law, the indemnification provided by this Article shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the Articles of Incorporation, any other or further provision of these Bylaws, vote of the members or Board of Directors, agreement, or otherwise.

7.11 Applicability: Effect. The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a director, officer or employee of the corporation or, at the request of the corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any Section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the corporation and each party covered hereby.

7.12 Indemnification of Agents. The corporation shall have the right, but shall not be obligated, to indemnify any agent of the corporation not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 7.03.

7.13 Savings Clause: Limitation. If this Article or any Section or provision hereof shall be invalidated by any court on any ground, then the corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated.

Article VIII OBLIGATIONS OF THE MEMBERS

8.01 Assessments. Each Owner shall pay his share of all assessments imposed by the Association to meet the General and Limited Common Expenses. Unless otherwise set out in the Declaration, general annual assessments and assessments for special capital improvements will be allocated among the Owners in accordance with their respective ownership interest in the Property, as determined by the ratio of the number of Lots owned by such Owner to the total number of Lots in the Property. Notwithstanding the foregoing, during the time that the Declarant is an Owner, the Declarant shall only be required to pay one-half of the general annual assessments chargeable against the Lots owned by the Declarant and the balance of such assessments shall be paid by the other Owners in accordance with their respective ownership interests in the Property, as defined above. If a Lot is owned by two or more Owners, each of such co-Owners shall be jointly and severally liable for the portion of all assessments attributable to such Lot. Assessments shall be made monthly and shall be due and payable on the date specified in the assessment notice. All unpaid assessments shall bear interest at a rate determined by the Board of Directors and shall be secured by a lien on the Lot owned by the defaulting Owner, in accordance with the provisions of the Declaration.

8.02 Maintenance and Repair. (a) Every Owner of any Lot shall perform or cause to be performed at his own expense all maintenance and repair work upon the premises and the Improvements situated thereon in a manner satisfactory to the Architectural Control Committee.

(b) In the event that the Owner of any Lot shall fail to maintain the premises and the Improvements located thereon in a manner satisfactory to the Architectural Control Committee, the Association shall have the right, upon thirty (30) days' prior written notice to such Owner, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the same and the exterior of the buildings and other Improvements erected thereon, as set forth in the Declaration.

(c) The cost of such exterior maintenance shall thereupon be added to and become part of the assessments to which such Lot is subject.

8.03 Compliance With Declaration, Articles, By-Laws and Rules. Each member shall comply with all of the provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association and any rules and regulations issued by the Board of Directors. If a member fails to comply, the Association shall have the power, during the period of such delinquency, (a) to revoke the delinquent member's right to use Common Areas designed for recreational purposes, (b) to suspend the delinquent member's voting privileges, and (c) to impose appropriate fines, as determined by the Board of Directors, against the delinquent member. In the event of the exercise of any such powers, the Association shall notify the delinquent member's mortgagees of the delinquency and the action taken.

Article IX EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND LIEN HOLDERS

9.01 Proof of Ownership. Except for those Owners who receive a conveyance of a Lot from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Lot. Such copy shall remain in the files of the Association. The Association shall be entitled to rely on such copy to compile a list of its Members until notified otherwise in writing. A member shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of members unless this requirement is first satisfied. The Association may issue membership certificates to its members; however, such certificates shall not be deemed to be shares of stock in the Association.

9.02 Registration of Mailing Address. If a Lot is owned by two or more Owners, such co-Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary within five days after transfer of title, or after a change of address, and such registration shall be in writing and signed by all of the Owners or by such persons as are authorized to sign on behalf of such Owners. The Association shall be entitled to rely on such address as the address of each member until notified otherwise in writing.

9.03 Liens. Any Owner who mortgages or grants a deed of trust covering his Lot shall notify the Board of Directors of the name and address of the Mortgagee and shall file conformed copies of the note and security instrument with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Liens on Lots." The Board of Directors, when giving notice to an Owner of default in paying an assessment or other default, shall send a copy of such notice to each Mortgagee with an interest in such Owner's Unit, whose name and address has theretofore been furnished to the Board of Directors.

Article X SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a Mortgagee their true and lawful attorney-in-fact to vote their membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges and powers that they have as Owners under the Articles of Incorporation and these Bylaws or by virtue of the Declaration. Such proxy shall become effective upon the filing of notice by the Mortgagee with the secretary of the Association at such time or times as the Mortgagee shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the Board of Directors or the Owners to carry out their duties as set forth in the Declaration. A release of the mortgage or deed of trust covering the subject Unit shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

Article XI AMENDMENTS

11.01 By Directors. Except as limited by law, the Articles of Incorporation, the Declaration or these Bylaws, or except as committed to action by the members, the Board of Directors shall have power to make, amend and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented; provided, however, the Bylaws of the Association shall not be amended in any manner which would be inconsistent with the provisions or, or in contravention of the purposes of, the Declaration. If, however, the members shall make, amend and repeal any Bylaws the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action.

11.02 Members. Subject to any rights conferred upon Mortgagees in the Declaration, the members may, by the vote of the holders of at least 51 percent of the votes of the members, unless a greater percentage is expressly required by law, the Articles of Incorporation, the Declaration or these Bylaws, and with the consent and approval, in writing, of the Declarant, make, alter, amend and repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented; provided, however, the Bylaws of the Association shall not be amended in any manner which would be inconsistent with the provisions of, or in contravention of, the purposes of the Declaration.

Article XII
MISCELLANEOUS

12.01 Seal. The corporate seal of the Association shall be circular in form and shall contain the name of the corporation, the year of its organization and words "Seal, Colorado."

12.02 Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

12.03 Assessments, Debts, Obligations. Attached hereto as Attachment A is a statement indicating what assessment, debts or other obligations are assumed by each Owner.

12.04 Sale or Lease of Lots. These Bylaws, the Articles of Incorporation and the Declaration contain no restrictions on or requirements concerning the sale or lease of a Lot or any other restraints on the free alienability of a Lot.

12.05 Recreational Facilities. No major recreational facilities are presently planned as part of the Property.

12.06 Construction With Other Documents. The Declaration, as it may be amended or supplemented from time to time, and the Articles of Incorporation of the Association, filed with the Colorado Secretary of State, as they may be amended from time to time, are hereby incorporated herein. The provisions of such instruments shall control in the event of an irreconcilable conflict with the provisions of these Bylaws, unless otherwise required by Section 38-33-106 of Colorado Revised Statutes, as amended. Similarly the rules and regulations issued by the Board of Directors, as they may be amended or supplemented from time to time, are hereby incorporated herein; and together with the Declaration and these Bylaws shall control each Owner's use and maintenance obligations with respect to the Lots, and any Improvements situated thereon, and the Common Areas.

Adopted: February 26, 1988

ATTACHMENT A

(Attached to and forming a part of the
Bylaws of Riva Chase Homeowners' Association, Inc.)

Assessments, Debts or Other Obligations Assumed By an Owner on his Lot

1. Assessments. Each Owner shall be assessed by the Association his pro rata share of all amounts necessary to pay for those things designated in Article V of the Supplementary Declaration of Covenants, Conditions and Restrictions of Riva Chase (the "Supplementary Declaration"). Unless otherwise set out in the Declaration, general annual assessments will be allocated among the Owners in accordance with their respective ownership interest in the Property, as determined by the ratio of the number of Lots owned by such owner to the total number of Lots in the Property. Special assessments may be levied whenever, in the opinion of the Board, it is necessary or advisable to do so (a) to meet increased operating or maintenance expenses or costs, (b) to provide for additional capital expenses, or (c) because of emergencies.

2. Debts. All sums assessed, but unpaid, shall constitute a lien on such Lot in favor of the Association. This lien is more fully described in Article V, Section 8 and 9 of the Supplementary Declaration.

3. Obligations. (a) Although the Declarant does not anticipate that the Owners will purchase their Lots subject to any liens, except for the lien imposed by law for real property taxes levied on each Lot for the year in which the Lot is purchased, there are liens imposed by the laws of the United States and the State of Colorado which may not appear of record. Each prospective Owner is advised to avail himself of a title insurance commitment prior to closing of title on a Lot.

(b) Each Owner may mortgage his Lot and any Improvements thereon, and the mortgage may cover such Owner's interest in Common Areas. However, except for mechanics' liens, assessment liens or tax liens, no other liens may be obtained against the Common Areas.

RIVA CHASE
ARCHITECTURAL STANDARDS
AND CONSTRUCTION REGULATIONS

Riva Chase is a quality residential development characterized by its natural terrain and locational and visual prominence. It is the intent of these Architectural Standards and Construction Regulations ("Standards") to provide guidance to licensed architects, landscape designers, designers, builders, and owners in developing appropriate architectural and site plans which are sensitive to these characteristics.

All plans and physical construction shall comply with the requirements of the Forest Hills Metropolitan District, Jefferson County Building Codes and Standards, Jefferson County Zoning Regulations, and/or any other applicable Governmental Codes and Standards.

The Architectural Control Committee ("ACC") reserves the right to revise these Standards as changing conditions and priorities dictate, in order to maintain maximum aesthetic benefits to the community while enhancing property values.

ARCHITECTURAL REVIEW PROCESS

The process for establishing the ACC and defining the specific duties and powers conferred on it is defined in the Master and Supplementary Declaration of Covenants, Conditions, and Restrictions, as amended ("Covenants"). The ACC has approved these Standards.

All construction that is undertaken on this property, whether new building and site construction, landscape planting, or changes to existing facilities, shall be subject to review under these Standards.

ARCHITECTURAL REVIEW PROCESS MEETING SCHEDULE

ACC Meetings are scheduled to be held on Tuesdays. Applicants are requested to call the Chairman of the ACC a minimum of 24 hours in advance to schedule a presentation of plans.

PRE-DESIGN

Prior to preparing plans for a proposed residence, it is required that the owner and/or the architect meet with an ACC member to discuss proposed plans. This informal review will provide guidance but will not result in any binding stipulations. No fee shall be charged.

PRELIMINARY PLAN SUBMITTAL

Following the Pre-Design Meeting, the owner and/or the architect may develop preliminary architectural and site plans. Incomplete plans will not be considered. They shall meet the following requirements:

1. All plans shall be the same sheet size [24" x 36"] and shall include the following:
 - a. A site plan of existing conditions, including topography with a two (2) foot contour interval, existing trees and shrubs, drainageways, and other natural features. All legal restrictions, including rights-of-ways, easements, property lines, and required setbacks. All site information should extend to all property lines of the lot and beyond to include dimensions to drive access easements and any existing structures adjacent to the lot. A USGS survey is required at the time of Preliminary Plan Submittal. The site plan shall indicate a benchmark relating building elevations to the USGS Survey.
 - b. The site plan shall show all proposed improvements, indicating items such as building location, driveway and parking areas with proposed driveway/parking grades, proposed

- grading at a two (2) foot contour interval with appropriate spot elevations, and drainage features, at a scale of 1" = 20' or larger for Estate lots and 1" = 10' or larger for Village Estate lots. The site plan should show existing spot elevations to the nearest 1 tenth of a foot at each corner of the proposed structure and include top of slab, all finish floor and roof elevations.
- c. Detailed roof plans at a scale of 1/8" = 1' or larger and floor plans at a scale of 1/4" = 1' or larger.
 - d. All exterior elevations, at the same scale as the floor plans, indicating both existing and proposed grade lines, top of foundation, top of slab, all finish floor and roof elevations.
 - e. Indication of all exterior materials and colors (refer to checklist).
 - f. Any other proposed improvements visible to adjacent lot owners and/or the public.
 - g. Consultation with the ACC should occur to determine the trees that will be required to be removed on the building site in accordance with the Colorado State Forest Service in Golden, CO.
2. At the owner's option, a perspective sketch may be prepared, as a visualization aid. A model will be required by the ACC as defined in the Covenants.
 3. In order to assist the ACC, the owner shall provide accurate staking of all proposed building corners, driveway centerline at twenty (20) foot on center and lot corners, with existing and proposed grades. All stakes must extend at least 3' above grade and must be identified. If deemed necessary, the ACC might require the staking of the actual height of the proposed structure.
 4. Fill out the attached plan review check list and application prior to the submission for review. (See attachment "B".) All documents shall be signed by the Homeowner, Architect and/or Builder as appropriate. No construction plans will be accepted for review without a signed application form.

Procedures

1. After preparing the appropriate plans and plan review check list, the owner shall submit 4 sets of site plans and 2 sets of building plans along with a review fee of \$200.00 to the ACC. Preliminary landscape plans may be submitted at the time of Preliminary review.
2. The ACC will then review the plans and staking, and will provide a written response no later than 20 days after each submittal. Any other Riva Chase property owner wishing to review such plans may do so by contacting the Riva Chase ACC. Any comments which the property owner wishes the ACC to consider in its review process shall be submitted to the committee in writing. The ACC will post the property after the preliminary plan approval to allow for property owner plan comments.
3. Should the plans be approved, the owner may begin preparing Final Plans. In the event of a disapproval, the resubmittal of plans shall follow the preliminary plan submittal procedure.

FINAL PLAN SUBMITTAL

Following Preliminary Plan Approval, the owner and the architect may develop final architectural and site plans, suitable for construction. They should meet the following requirements:

1. All plans shall be of same sheet size [24" x 36"] and shall include an update of all plans submitted at the preliminary plan process with the following additions:
 - a. Wall sections and exterior details, including items such as chimneys, exterior stairs and decks, railings, and supports.
 - b. Samples of all exterior materials, finishes, and colors, etc. (refer to checklist). Samples shall be submitted on a color board which must be clearly marked with owner's name, street address, and lot number. All material samples must be identified with manufacturer's name, color, and/or mixture.
 - c. The Landscape plan shall be prepared by a qualified landscape designer and shall include the following:

(Additional fee of \$125.00 is required if landscape plans are submitted at a later date.)

- 1) Areas to be irrigated, if any, and systems to be used.
- 2) Seed mixtures and ground cover to be used on re-vegetated areas.
- 3) Any additional plant material, identified by common and botanic name, and size. All plantings shall be indigenous to the area.
- 4) All walks, retaining walls, lighting, signage, and other site amenities.
- 5) Estimated amount of water consumption during irrigation season (5/1 to 10/15).
Landscape Plans shall contain the following note:

"To the best of my knowledge, this landscape plan will not require more than (Insert 18,000 gallons for Village Lots or 27,000 gallons for Estate Lots) of irrigation water consumption during the normal growing season of May 1 through October 15 to sustain the plant materials in a healthy living condition." Note shall be signed by the Homeowner. Refer to **Forest Hills Metropolitan District "STATEMENT OF IRRIGATION PERMIT POLICY"**.

2. Any adjustments in site staking shall be made at this time.
3. Updated plan review check list as applicable. (See attachment "B".)

Procedures

1. After preparing the final detailed plans, the owner shall submit 4 sets of site plans, 2 sets of building plans and 2 sets of the Landscape Plans to the ACC.
2. The ACC will then review the plans and staking, and will provide a written response no later than ~~15~~ ¹⁰ days after each submittal. When the plans are approved, the owner may apply for the appropriate building permit(s), and when approved, begin construction. In the event of a disapproval, the resubmittal of plans shall follow the final plan submittal procedure. At the final submittal level, all resubmittals beyond the third disapproval will require an additional review fee of \$200.00.
3. At the time of Final Plan Approval a Trash/Security Deposit of \$1000.00 shall be remitted to the ACC by the Builder. This deposit shall only be drawn upon to remedy complaints of excessive trash/debris which are not corrected by the Builder after proper notification by the ACC. This deposit, minus any assessed penalties, shall be returned to the Builder within 14 days after notification to the ACC by the Builder of issuance of the Certificate of Occupancy.
4. At the time of Final Plan Approval a Site Reseeding Deposit of ~~\$500.00~~ ^{\$1500.00} shall be remitted to the ACC by the Builder or the Homeowner. This deposit will only be forfeited in the event that the building site has not been re-seeded or landscaped within 3 months of Certificate of Occupancy. It is incumbent upon the Builder/Homeowner to assure that proper erosion control methods are utilized during the construction period.

LANDSCAPE DESIGN STANDARDS

All landscaping within Riva Chase shall be designed to preserve the natural appearance of the Foothills environment. All man made landscaping should ensure that the ecosystem is not altered and that unnecessary quantities of water not be required to support the live plant materials. All landscape plans shall be prepared in accordance with the recommendations of the Denver Water Board "Landscaping for Water Conservation: Xeriscape!". Any landscape elements that require substantial amounts of water, such as bluegrass lawns, ponds, etc. will be discouraged.

Design Standards

1. Minimize disruption of the natural terrain.
2. Re-vegetate areas disrupted by construction.
3. Use dry land grasses in lieu of high water consumption grass.
4. Use indigenous species of plant materials to preserve the natural appearance.
5. Preserve natural drainage channels. Treat all drainage areas with appropriate erosion control methods. Give special attention to drainage and erosion potential both on and off the property.
6. Provide for snow storage.
7. Preserve and protect existing trees and rock formations. Permission must be obtained to remove any tree greater than five feet tall.
8. Avoid placing planting materials in lines or uniform spacings.
9. Take into consideration the effect that any landscape element may have on neighboring properties. Consider the impact that plant materials may have when fully mature.
10. Use plant materials around homes that are compatible with people and transition out to the natural environment.
11. Use site lighting that is designed so that light source will not be seen from adjacent properties.
12. Fences will not be permitted. Pet runs may be approved, but must not be excessive in size. Pet runs must be adjacent to the main structure and must be screened by means that are visually compatible with the home. Give consideration to the orientation of pet areas such that they are safe and habitable and are not an intrusion on neighboring properties.

CHANGES AND/OR ADDITIONS TO APPROVED PLANS

Following Final Plan approval, the owner and the architect/builder or the landscape designer must submit for ACC approval any changes and/or additions to the approved plans. The architectural, and site plan, and landscape plan revisions shall meet all of the same requirements as outlined in the preliminary and final plan submittal process.

Procedures

1. After preparing revised these detailed plans, the owner shall submit 4 sets of site, 2 sets of landscape plans, or 2 sets of building plans as applicable along with a review fee of \$125.00 to the ACC.
2. The ACC will then review the plans and staking, and will provide a written response no later than 15 days after the submittal. Should the plans be approved, the owner may apply for the appropriate building permit(s), and when approved, begin construction. In the event of any disapproval, the resubmittal of plans shall again follow the landscape plans, changes and/or additions to approved plans procedure.

CONSTRUCTION PERIOD

The ACC may inspect all work in progress and will give notice of non-compliance. However, absence of such inspection or notification during the construction period does not constitute either approval of the ACC with work in progress or compliance with these Standards.

Upon completion of any residence or other improvements for which final approval was given by the ACC, the owner or the duly authorized representative shall give written notice of completion to the ACC. If it is found that construction was not done in strict compliance with the approved plans, the ACC will notify the owner in writing of such non-compliance and require the owner to remedy the discrepancies within a reasonable compliance period.

OTHER CONDITIONS

Approval of plans by the ACC shall not be deemed to constitute compliance with the requirements of any local building, zoning, safety, health or fire codes, and it shall be the responsibility of the owner or the duly authorized representative submitting plans to assure such compliance. Nor shall approval waive any requirements on the part of the owner or his representative to comply with setbacks, height restrictions, or requirements unless such waiver or variance is specifically requested at the time of submittal and provided that the waiver or variance may properly be granted by the ACC and approved by local regulating authority.

The Covenants shall remain in force as the legal restriction governing all construction.

Neither the ACC nor its assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner by reason of mistake in judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve any plans or specifications. Every owner or other person who submits plans to the ACC for approval agrees, by submission of such plans and specifications, that he will not bring action or suit against the ACC to recover damages.

Final approval of plans is valid for twelve (12) months. Construction must be started within six (6) months of final plan approval. A building start is defined as issuance of the Building Permit and excavation. Construction must be completed within this twelve month period. If not, plans must be resubmitted for review by the ACC with a submittal review fee of \$200.00. A submittal of a different dwelling on the same lot requires the review process to begin with the pre-design procedure.

The ACC reserves the right to waive or vary any of the procedures or Standards set forth herein at its discretion, for good cause shown.

ARCHITECTURAL AND SITE STANDARDS

Building Location and Setbacks

The residence should be sited to take advantage of existing views and microclimatic conditions while respecting existing terrain, vegetation, and adjacent land uses. Disruption of existing conditions shall be minimal. Where possible, all existing trees shall be preserved and existing drainage patterns shall be respected.

Specific setbacks for each lot have been identified on attachment "A". Consultation with the ACC should occur to determine if there is a specific building envelope for your specific lot.

Grading and Drainage

All site improvements should be designed to minimize the extent of grading required. Techniques for doing this include "stepping" buildings down slopes, providing access across slopes instead of down them, and using low retaining walls where necessary. Where grading is necessary, cut and fill slopes should be kept to a maximum of 3:1, with steeper slopes permitted (if permitted by the ACC) when excessive disturbance of ground would otherwise result. All graded slopes

should be "rolled" back into existing slopes, so that, after re-vegetation, no sharp contrast exists between existing and disturbed slopes. All areas which are to be preserved (trees, shrubs, rock outcrops, etc.) shall be marked and protected throughout the construction period. No grading shall extend beyond existing lot lines unless approved by the ACC and adjacent property owner.

In addition to minimizing the extent of disturbed land, disruption to existing drainage courses should be minimal. Where disruption or realignment must occur, reconstruction should occur in a naturalized manner allowing water to percolate and flow in a non-destructive course. If culverts or other drainage facilities are required, they should be detailed such that contrast with the existing environment is minimized.

Erosion Control

During all site construction, techniques for controlling erosion within the site and onto other sites shall be used. Methods include sedimentation basins, filtration materials such as hay bales or permeable geotextiles, and slope stabilization fabrics or tackifiers. Proper re-vegetation shall begin as quickly as possible after soil disruption and should be well established within one year after disturbance.

Driveways and Parking

Access to each residence shall be via private drive or public road. The drive should be sited to minimize earthwork, without overly emphasizing the parking area or garage. Off-street parking required in the Official Development Plan shall be incorporated into the drive-way design and will not be allowed on public or private roads.

Residents are required to have two guest parking spaces per site and have the right for one regularly parked vehicle outside on the site. Therefore, unless prohibited by topographic constraints, site planning should accommodate for the two guest parking spaces within the driveway/apron area and accommodate the regularly parked vehicle in a manner to allow complete garage access.

Drive grades should not exceed 10% slopes, except where use of short pitches up to 12% may lessen site impacts and improve access. All driveways shall be asphalt, or approved tinted concrete.

Architectural Design

No mandatory architectural "style" is required for this development. However, it is the intent of these Standards to encourage residences which are harmonious with the existing natural environment, suggesting design solutions which reduce the apparent visual mass, incorporate materials, colors and textures which generally blend with the landscape, and develop proportions and details appropriate to the site.

Building Height

In order to minimize the visual prominence of structures, no building or solar device shall exceed 35 feet in height. The height is defined as the maximum elevation of the structure, less the average existing elevation of the 4 main corners of the inhabitable area of the structure. Items such as chimneys, flues, roof vents, etc., shall not be included in such measurement. On lots with excessive slopes, the ACC will review the height restriction on a case by case basis.

It is strongly suggested that the owner consider the qualities of the site, especially the visual and climatic exposure created by the combination of existing slopes, vegetation and orientation. Lower buildings are generally more appropriate on more exposed sites, while taller buildings can be incorporated into those sites which are less visible and/or more protected.

Roofs and Chimneys

The form of the roof and the materials used on it create a significant part of the visual impact of a building and will be carefully reviewed by the ACC. Gable, hip, and shed roofs will generally be acceptable for residential construction, while gambrel, flat, mansard and A-frame roofs will be

discouraged. However, these roofs and other unique forms developed will be reviewed on their merits on a case-by-case basis.

Materials selected should be of a texture and color that harmonizes with the environment. Class "A" roofing is mandatory. Bright, shiny materials such as unfinished metal will not be allowed.

All extensions from the roof, such as chimneys, flues, roof vents, gutters, skylights, etc., should be carefully located and finished to complement other elements of the design. Unfinished and exposed metal detailing will not be allowed. The use of aesthetic chimneys is encouraged.

Walls and Openings

The walls of a building are an important part of its overall visual impact and should be carefully detailed. Siding and trim materials should be consistently used throughout the building. Location, type, and size of window openings should be carefully considered for effect on proportions, continuity, and illumination. The connection from the walls to the foundation should be treated such that the foundation becomes a very minor element.

Exterior Materials

All materials and finishes should be harmonious with the surrounding environment, with natural wood, stone, or stucco generally being acceptable. Use of manufactured siding and reflective/glazed materials is prohibited.

Color

Exterior finishes shall be in subdued earth tones, although brighter accents, used judiciously, may be permitted.

Foundation Walls

Foundation walls shall not be exposed, but shall be finished to blend with the other exterior materials.

Accessory, Utility, and Solar Structures

Accessory buildings or facilities such as detached garages, gazebos, greenhouses, tennis courts, pools, etc., shall adhere to the standards outlined for buildings and site planning. It is important that the massing and scale, as well as forms, materials, and other detailing should be well coordinated with the main structure(s) on the site. No temporary sheds will be allowed.

All exterior utility equipment shall either be incorporated into the main building or, along with other detached structures, be architecturally compatible with the residence. All utility connections shall be carefully coordinated to minimize site disruption.

All solar equipment shall also be incorporated into the structure and be architecturally compatible with the residence. Any roof top mounted equipment is prohibited.

Fences and Screening

The use of fences and screening will be prohibited except when used to aid in confining pets to selected areas. When approved, such fences and screens shall be complementary in design to the main structure(s). Fencing along property lines will not be allowed.

Trash Receptacles

All areas used for storage of solid waste shall be screened from off-site views, using materials and forms complementary to the main structure(s).

Mailboxes

Mailbox design, detail and location, will be provided to the ACC for review. Location might be regulated by the developer in conjunction with the U.S. Postal Service. Mailbox design shall be

of substantial construction and reflect the architectural element of the dwelling. Metal boxes on slender posts are not acceptable. Mailbox location should take into consideration snow plowing and shall conform to the U. S. Postal Service rural mail delivery requirements.

Signage

No signs whatsoever shall be permitted within any lot without the written approval of the ACC. All signs within Riva Chase shall conform to the following:

1. **FOR SALE SIGNS (Existing Residences):**

Each lot owner or authorized agent is entitled to erect a temporary "For Sale" sign on the property for the express purpose of selling the real property. Such sign shall not exceed three square feet in area but may be double faced. Once the property is no longer for sale the sign shall be removed. Should a property owner cease to actively market the property the sign shall be removed. No "For Sale" signs shall be permitted to remain after a sale has been closed. The addition of "banners" to the signs shall be limited to one banner not more than 6" x 24".

2. **NEW CONSTRUCTION SIGNS:**

Each home under construction shall have a new construction sign. The sign shall include the builders name and phone number, sales agent, if any, the lot number, street address and provisions for posting the general building permit. The sign shall conform to the new construction sign design adopted by the ACC. The sign shall be erected near the proposed driveway entrance to the project. The sign shall be removed upon issuance of a Certificate of Occupancy by Jefferson County.

3. **OPEN HOUSE SIGNS:**

Open House or other similar special event signs may be erected on the property on a daily basis. Such signs shall not be more than six square feet in size. Such signs shall not be erected before 8:00 AM and shall be removed before 8:00 PM the same day.

4. **DIRECTIONAL SIGNS:**

Directional signs used to assist in the location of a property for an Open House or similar event, shall be limited to a single face sign not more than one square foot in size. Directional signs shall be limited to an "as needed" basis and shall not be used for advertising. Directional Signs shall not be placed on other Riva Chase Homeowners property and shall be removed after the event is over.

5. **OTHER SIGNS:**

All other signs shall be allowed only with the expressed written consent and approval of the Architectural Control Committee.

6. **VIOLATIONS:**

Any violations of these sign standards may result in the confiscation and disposal of unauthorized signs by the committee or its agents.

Lighting

The use of "sharp cut-off" design exterior lighting is encouraged. Light spill onto adjacent properties shall be minimized. Such fixtures, used for illumination of walks, driveways, address signage, etc., shall be compatible with the building. All exterior lighting shall be considered on a case-by-case basis by the ACC.

Antennas

No outside radio, short wave or television antennas/dishes are allowed without ACC approval. Only satellite dishes 24 inches diameter or less will be considered.

Landscape

All introduced plant materials shall conserve and complement the existing vegetation. Areas immediately adjacent to buildings may incorporate some ornamental plants but should quickly transition to more naturalized materials. These naturalized material areas shall consist of grasses, groundcovers, shrubs, and trees that are similar to those on-site or are analogous in appearance with low water requirements.

The approved landscape plan, which, at a minimum will call for re-vegetation of all areas disturbed by construction, shall be completed in accordance with the Covenants.

Irrigation systems, when needed, should efficiently distribute water to these plants which require it. Temporary, drip or other low-water consumption irrigation systems will be encouraged where appropriate. Each lot has been allocated one irrigation tap by the Forest Hill Metropolitan District. Contact the District for specific water consumption requirements and regulations.

CONSTRUCTION PERIOD REGULATIONS

In the interest of all owners and contractors, the following regulations shall be enforced during the construction period. These regulations shall be a part of the construction documents contract for each residence, and all contractors and owners shall abide by these regulations.

OSHA

All applicable OSHA regulations and guidelines will be strictly observed at all times.

Construction Limits

The ACC may require the contractor to provide a detailed plan of construction limits prior to construction, to be implemented with snow fencing, rope barricades, or like material prior to construction. The plan shall include size and location for construction material storage areas, limits of excavation, access areas, parking, chemical toilet location, dumpster, fire extinguisher, utility trenching, and a construction sign.

Construction Trailers, Sheds, or Temporary Structures

No Construction Trailers, Construction Sales Offices, Sheds, or other temporary structures are permitted.

Excavation

Excess excavation material shall be removed from the property and shall not be placed in common areas, roads, or other Lots (except as approved on a site specific basis by the ACC). Excavation, except for utility trenching, shall be on the owner's site only. Contractors are expressly prohibited, during backfill and final grading operations from spreading excess debris of material over the remainder of the Lot.

Debris and Trash Removal

Daily cleanup of the construction site is mandatory. All trash and debris shall be stored in a fenced trash disposal area and shall be removed from the trash disposal area on a weekly basis. All soil and debris flowing into the street(s) or open spaces from the construction site shall be cleaned on a weekly basis.

Vehicles and Parking

All vehicles will be parked so as not to inhibit traffic or damage surrounding natural landscape. Vehicles shall not be left on community roads overnight.

Pets

Contractors, subcontractors, and employees are prohibited from bringing dogs and other pets to the construction site.

Blasting

If any blasting is to occur that will cause excessive noise or possible damage to surrounding areas, the contractor shall be responsible for giving a 48 hour notice to the ACC and all residents in the proximity of the blasting site, along with any other required governmental agency.

Restoration and Repair

Damage to any property other than the owner's shall be promptly repaired at the expense of the person or entity causing the damage.

Dust, Noise and Odor

Every effort shall be made to control dust, noise, and odor emitted from a construction area. The contractor will be responsible for watering, screening or oiling dust problem areas as well as controlling noise and offensive odors from the lot.

The following items are prohibited in this community:

- a. Oil changing of vehicles and equipment without proper receptacles and removal procedures.
- b. Concrete equipment cleaning outside of construction area.
- c. Concrete equipment cleaning within the construction area (without the proper cleanup and restoration).
- d. Dumping of excess concrete anywhere within The Riva Chase development.
- e. Removing any rocks, trees, plants, or topsoils from any portion of the property other than the owner's lot.
- f. Careless treatment of trees or preservation area.
- g. Use of spring surface, or irrigation water for any purpose.
- h. Signs other than approved construction or real estate signs by the ACC.
- i. Careless use of cigarettes or flammable items.
- j. Any open burning of construction debris.
- j. Firearms.

ARCHITECTURAL STANDARDS CONSISTENT WITH COVENANTS

These Architectural Standards are promulgated under and subject to the covenants. To the extent of any inconsistency between the provisions hereof and those of the Covenants, the provisions of the Covenants shall prevail.

SEVERABILITY

To the extent any provision hereof is determined by any court having jurisdiction thereof to be contrary to law or otherwise unenforceable, the remaining provisions shall be unaffected and shall remain in full force and effect.