

BYLAWS
OF
THE FAIRWAY RIDGE AT THE PINERY HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE FAIRWAY RIDGE AT THE PINERY HOMEOWNER'S ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II

PURPOSE

The purpose for which this nonprofit Association is formed is to govern the property which has been submitted to the provisions of the Declaration of Covenants Conditions and Restrictions of The Fairway Ridge at the Pinery Homeowner's Association, Inc. (hereinafter referred to as the "Declaration") recorded in the Douglas County, Colorado land records. The definitions set forth in the Declaration shall also be applicable to these Bylaws. All present or future Owners, tenants, future tenants or any other persons who might use in any manner the facilities of the Property are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Lots or the mere act of occupancy of any said Lots will signify that these Bylaws are accepted, ratified and will be complied with.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year as the month in which the meeting was held, the specific date, time and location thereof to be designated by the Association from time to time.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or upon written request of the Members who are entitled to vote one-fourth (1/4) of the votes of any class of membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purposes of

notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Unless otherwise specifically provided by the Declaration, the Articles of Incorporation, these Bylaws or by statute, all matters coming before a meeting of Members at which a proper quorum is in attendance, in person and/or by proxy, shall be decided by the vote of a majority of the votes validly cast at such meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

ARTICLE VIII

RIGHTS OF THE ASSOCIATION_

This Association may exercise any and all rights or privileges given to it under the Declaration, the Articles of Incorporation or these Bylaws, or as may otherwise be given to it by law, and every other right or privilege reasonably to be implied therefrom or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, a secretary, a treasurer, and such other officers as the Association may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place every 2 years at the annual meeting of the Association

Section 3. Term. The officers of this Association shall be elected annually by the members and each shall hold office for two (2) year unless the officer shall sooner resign, or shall be removed, or shall otherwise be disqualified to serve.

Section 4. Special Appointments. The Association may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Association . Any officer may resign at any time by giving written notice to , the president, or the secretary of the Association. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Association . The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. 661857041 Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Members; shall see that orders and resolutions of the Association are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign or authorize a designated agent to co-sign all promissory notes and checks of the Association.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of the president's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the vice-president by the Association .

Secretary

(c) The secretary or a designated agent shall record the votes and keep the minutes of all meetings and proceedings of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Members; shall keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Association.

Treasurer

(d) The treasurer or a designated agent shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Association; shall sign or authorize a designated agent to sign all promissory notes and checks of the Association; shall keep proper books of account; shall cause an annual compilation report of the Association books to be made by a Certified Public Accountant at the completion of each fiscal year or, at the option of the Association, an annual review or audited financial statement may be required; and shall prepare an annual budget to be presented to the membership at its regular annual meeting, and deliver a copy to the Members.

ARTICLE X

COMMITTEES

In addition to the Architectural Control Committee, the Association shall appoint a Nominating Committee as provided in these Bylaws. Further, the Association may appoint other committees as it deems appropriate in carrying out its purposes.

ARTICLE XI

BOOKS AND RECORDS

The Association shall make available to Owners, First Mortgages, and insurers or guarantors of any such First Mortgage, current copies of the Declaration, Articles of Incorporation, these Bylaws, the rules and regulations, books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal weekday hours or under other reasonable circumstances.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay assessments to the Association, which assessments are secured by a continuing lien upon the Lot against which the assessment is made.. Any assessment or portion thereof which is not paid when due shall be delinquent. Any assessment or portion thereof which is not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and the Association may assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the Lien against such Owner's Lot and in the event a judgment is obtained, such judgment shall include interest and late charges on the assessments, as above provided, and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non use of the General Common Property or abandonment of his Lot.

ARTICLE XIII

ARTICLE XIV

AMENDMENTS

Subject to the provisions of Article X, Section 5 of the Declaration, these Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE XV

CONFLICTS OF PROVISIONS

In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control

ARTICLE XVI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every officer, agent and employee, and any former officer, agent and employee against all loss, costs and expenses, including attorney's fees, reasonably incurred in connection with any action, suit, or proceeding to which such person may be made a party by reason of being or having been such an officer, agent or employee of the Association, except for matters in which such person shall be finally adjudged to be

liable for gross negligence or fraud. Any such indemnity shall be limited to and may only be paid out of the insurance proceeds provided by an insurer, furnishing officers errors and omissions insurance coverage and any other insurance protecting the Association from liability because of the negligent acts of its servants, including insurance covering motor vehicles or public liability, property damage, medical and other similar coverage, it being the intent and purpose of this provision to limit all payments or settlements in indemnification to the actual proceeds of insurance policies. No indemnification shall be provided for acts constituting gross negligence, nor for fraud, nor for more reprehensible conduct. In the event of a settlement, the settlement shall be approved by the insurance carrier and paid for by the insurance carrier out of the insurance proceeds. The foregoing rights shall not be exclusive of other rights to which such officer, agent or employee may be entitled.

ARTICLE XVII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the last day of December every year.

ARTICLES OF INCORPORATION OF NONPROFIT

FAIRWAY RIDGE AT THE PINERY 931080945 \$577. Di HOMEOWNER'S ASSOCIATION,
INC.S0S 08-06-93 08:30

In compliance with the requirements of the Colorado Non-Profit Corporation Act, Section 7-20-101 through 7-29-106, C.R.S. 1973, as amended, the undersigned, of full age, has this day, for the purpose of forming a nonprofit corporation, certified as follows:

ARTICLE I

NAME

The name of the corporation is FAIRWAY RIDGE AT THE PINERY HOMEOWNER'S ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the General Common Property, within that certain tract of property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called the "Property") and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Fairway Ridge at the Pinery Homeowner's Association, Inc., hereinafter called the "Declaration," applicable to the Property, and recorded or to be recorded in the office of the Clerk and Recorder of the County of Douglas, Colorado, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as

if set forth at length (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined herein);

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, provided that no conveyance, sale, transfer, or dedication shall be effective unless approved by two-thirds (2/3) of the *Members*, as hereinafter described;

(d) borrow money, and with the assent of two-thirds (2/3) of the *Members*, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer all or any part of the General Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the *Members*, and grant permits, licenses and easements over the General Common Property for public utility, roads and/or other purposes reasonably necessary or useful for the proper maintenance or operation of the Property or the Association, provided that no such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3) of the *Members*, and provided further that the granting of permits, licenses and easements as provided herein shall not be deemed a transfer within the meaning of this subsection (c);

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and General Common Property, provided that any merger or consolidation shall have the assent of two-thirds (2/3) of the *Members*;

(g) manage, control, operate, maintain, repair and improve the General Common Property;

(h) enforce covenants, restrictions, and conditions affecting the General Common Property or any portion thereof to the extent this corporation may be authorized under the Declaration;

(i) engage in activities which will actively foster, promote, and advance the common ownership interests of Owners;

(j) enter into, make, perform, or enforce contracts of every kind and description, and do all

other acts necessary, appropriate, or advisable in carrying out any purpose of this Association with or in association with any person, firm, association, corporation, or other entity or agency, public or private;

(k) adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of this Association; provided, however, that such Bylaws shall not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration; and

(l) have and exercise any and all powers, rights, and privileges which a corporation organized under the Colorado Nonprofit Corporation Act by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is now or hereafter subject to assessment as provided in the Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

A transfer of membership, including all rights of an Owner with respect to the General Common Property shall occur automatically upon the transfer of the title of the Lot to which the membership pertains. The Association may suspend the voting rights and the right to use any recreational facilities upon the General Common Property of a Member for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association, or for any period during which any assessment against such Owner's Lot remains unpaid. All Members shall be entitled to vote on all matters, except any Members who are in default in any obligations to the Association. Cumulative voting is prohibited.

ARTICLE VI

VOTING RIGHTS

The Association shall have one class of voting membership which shall be all Owners of Lots, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, and the vote of such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

OFFICERS

The Association may appoint a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board, in accordance with the provisions of the

Bylaws, believes will be in the best interests of the Association. The officers shall have such duties as may be prescribed in the Bylaws of the corporation and shall serve at the pleasure of the Association.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Subject to the provisions of Article IX, Section 5 of the Declaration, amendment of these Articles shall require the assent of two-thirds (2/3) of a quorum of the Members voting in person or by proxy at an annual or special meeting; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, the undersigned, the incorporator of this Association has executed these Articles of Incorporation this
Articles of Incorporation this 27 day of July , 1993.

Thomas N. Tucker

ADDRESS OF INCORPORATOR:

4 West Dry Creek, #200 Littleton, CO 80120

STATE OF COLORADO County of Dent

The foregoing instrument was acknowledged before me this
- 1993, by Thomas N. Tucker.

Witness my hand and official seal.

My commission expires: __

Notary Public Address:

MANY JANE

GILLEN

My Commission expires April 6, 1994

RULES AND REGULATIONS
ARCHITECTURAL STANDARDS

AND

CONSTRUCTION
REGULATIONS

FOR

*FAIRWAY RIDGE AT THE PINERY,
A SUBDIVISION LOCATED IN
DOUGLAS COUNTY, COLORADO*

ARCHITECTURAL STANDARDS

SECTION I

Purpose

Pursuant to the Declaration of Covenants, Conditions and Restrictions Covering Lots 1 through 26, Fairway Ridge at the Pinery, a Subdivision Located in the County of Douglas, State of Colorado ("Declaration"), The Pinery Partnership, a Colorado General Partnership, has developed a set of architectural standards ("Standards") for Fairway Ridge at the Pinery located in the County of Douglas, State of Colorado in order to:

- A. Attain the highest quality of residential development and construction, and
- B. Establish and preserve a harmonious design within Fairway Ridge at the Pinery, and
- C. Protect and enhance the value of property in Fairway Ridge at the Pinery.

These standards will establish a clarifying pattern to which the whole process of building will be subjected so that development and construction will merge and compliment the natural beauty of the land and quality of the community.

Fairway Ridge at the Pinery will be a community where similar architectural designs and styles come together, and where the efforts of one designer, owner, or builder are not damaged or devalued by the incompatible design of a neighbor. Because there will be different owners involved, standards are necessary and useful in attaining and maintaining the desired level of consistency and quality in community appearance.

The intent of the developer is to achieve harmony among dwellings and between each dwelling and its surrounding landscape. Exteriors of buildings are to be subdued and non-attraction catching. Fairway Ridge at the Pinery is intended to be a place where structures compliment and harmonize with the land and each other.

These standards are established to:

- A. Carry out the general purposes expressed in the Declaration.
- B. Prevent violation of any specific provision of the Declaration and any future Supplementary Declaration,
- C. Prevent any change in the existing state of property which would be unsafe or hazardous to any persons or properties.
- D. Preserve visual continuity between improvements and prevent any marked or unnecessary transition between improved and unimproved areas.
- E. Assure that any change in the existing state of the property will be of good, attractive design and in harmony with development on other lots.
- F. Assure that materials and workmanship for all improvements are of high quality and durability comparable to other improvements in Fairway Ridge at the Pinery.

Compliance with these standards and approval by The Pinery Architectural Control Committee, Inc. does not constitute compliance with any applicable building codes or regulations. An owner or his representative must consult the County of Douglas with reference to compliance therewith.

These standards are in addition to and augment the Declaration and any Supplementary Declaration. They are not intended to narrowly restrict choices, but to allow variation within a framework of compatibility and harmony with the surroundings.

SECTION II

Definitions

Unless the context otherwise specifies or requires, the following words or phrases when used in this text shall have the following specified meanings:

1. Association: A non-profit corporation formed under the name of "Fairway Ridge at the Pinery Homeowners Association, Inc." whose Articles of Incorporation are filed with the Colorado Secretary of State, its successors and assigns.
2. Builder/ Contractor: A person or entity engaged by an owner of a lot for the purpose of constructing a dwelling on such owner's lot. The contractor and owner may be the same person or entity.
3. Fairway Ridge at the Pinery: Fairway Ridge at the Pinery according to the recorded plat thereof, Douglas County, Colorado.

4. Committee: The Pinery Architectural Control Committee, Inc., a Colorado Non-Profit Corporation ("Committee").

5. Declaration: The Declaration of Covenants, Conditions and Restrictions recorded by the developer affecting Fairway Ridge at the Pinery.

8. Dwellings: A residence constructed or proposed to be constructed on a lot in Fairway Ridge at the Pinery and any improvements constructed in connection therewith.

9. Improvement: Any changes, alterations or additions to the existing state of property,

10. Lot: A platted lot or building site within Fairway Ridge at the Pinery.

11. Owner: The owner of record of a lot, whether one or more persons or entities of a fee simple title to any lot within Fairway Ridge at the Pinery, but excluding those having such interest merely as security for the performance of an obligation. For the purposes herein, the owner may act through such owner's agent, provided that such agent is authorized in writing to act in such capacity.

12. PACC: The Pinery Architectural Control Committee, Inc. as set forth in Section V of these Architectural Standards. The PACC may in fact be of the same membership as the Committee.

13. Protective Covenants: The Declaration of Covenants, Conditions and Restrictions governing Lots 1 through 36, Fairway Ridge at The Pinery, and any Supplementary Declarations recorded by the developer affecting Fairway Ridge at the Pinery.

14. Standards: Those restrictions, review procedures, and construction regulations adopted and enforced by the Committee as set forth in this document and as amended from time to time by the Committee.

15. Supplementary Declaration: Any Supplementary Declaration of Protective Covenants recorded by the developer affecting Fairway Ridge at the Pinery.

SECTION III

Basic Building Restrictions

1. Location of Dwellings and Setbacks.

Location of buildings will be in accordance with the recorded plat and the Declaration or any Supplementary Declaration. All dwellings will adhere to Article VI, Section 7 of the Declaration

of Covenants, Conditions and Restrictions of Fairway Ridge at the Pinery.

2. Height of Structures.

The Committee intends to discourage, and has the right to prohibit, the construction of any dwellings or other structure which would appear excessive in height when viewed from the roads, drives, or other lots. Dwellings whose masses are generally parallel to the natural terrain of the lots and which minimize the obstruction of view from other lots will be encouraged. In all cases, the appearance of dwellings from other lots and roads will be an important factor, but no dwellings shall exceed thirty-five (35) feet from the ground elevation at the middle of the front setback line.

3. Permitted Uses and Floor Spaces.

The minimum finished floor area for a single story building is 1,600 square feet. The minimum finished floor area for a tri-level or bi-level shall be 1,800 square feet of which at least 1,100 square feet must be the foot print main level and garden level). The minimum finished floor area for a two-story building is 2,000 with at least 1,100 square feet on the main level. Minimum square footage requirements exclude garages, porches, unattached structures, and basements.

4. Color.

The color of external materials will generally be conservative and in good taste. Earth tones and neutral tones are recommended, although occasionally accent colors used judiciously and with restraint may be permitted. Colors shall be harmonious and compatible with colors of other residences in Fairway Ridge at the Pinery subdivision. Black, white and extreme shades of gray are prohibited. Acceptable colors are available for inspection at The Pinery Architectural Control Committee, Inc. office.

5. Materials- Exterior Surfaces.

Exterior surfaces will generally be of materials that blend and are compatible with the natural landscape. The use of each material shall be a truthful and appropriate expression of the characteristics of that particular material. Textures shall be harmonious and compatible with textures of other residences in the vicinity and the nearby surroundings. Manufactured substitutes for wood and stone shall be allowed provided they very closely approximate the appearance of wood or stone when installed and finished. Exposed standard concrete; concrete blocks; prefabricated metal buildings; unnatural brick tones; and silver finish aluminum doors and windows shall not be acceptable unless approved by the Committee.

6. Foundation Walls.

Not more than six inches of concrete may be exposed above ground level. Foundation walls

shall not be exposed unless approved by the Committee, and then shall be finished to blend with the upper walls of the dwelling.

No wood foundations shall be allowed.

7. Roofs.

All roofs shall be of a material, color, and texture approved by the Committee. No maximum or minimum pitch is specified, but approval by the Committee will be based on the visual impact of the roof on the lot and/or on the neighboring lots, dwellings, and roads. The overall appearance of the dwelling will be an important consideration. Cedar shakes or shingles or tile roofs, also manufactured products which closely simulate the appearance of shakes or tile may be approved at the discretion of the Committee, are preferred and flat asphalt or similar composition shingle roofs will not be allowed unless approved by the Committee. Gravel and tar roofs are prohibited.

8. Building Projections.

All projections including, but not limited to, chimney flues, vents, gutters, down-spouts, porches, railings, and exterior stairways, shall match the color of the surface from which they project or shall be of an approved color.

9. Garages.

The residential structure or complex on a lot shall include a garage of a size sufficient to accommodate a minimum of two full-sized automobiles (four hundred (400) square foot minimum) and a maximum to be approved by the Committee. Carports are prohibited.

10. Fencing.

All fencing installed within the subdivision shall be approved by the Committee and shall meet the fencing guidelines. Fencing shall conform to the fencing standards which are set forth on Exhibit "A", attached hereto.

11. Site Drainage and Grading.

All structures and landscape elements shall be placed on the lot so that the existing topography shall be disturbed as little as possible. Finish grading shall be such so as to prevent ponding or washing of water on the site and on adjacent property. Drainage shall generally be away from structures. Newly graded areas shall be protected against erosion. The final site plan or grading plan shall show both existing and future contours.

12. Paved Areas.

Hard-surfaced private driveways and parking areas are required. It is recommended that

driveway grades be kept under county specifications for satisfactory year-round use. Materials used to create special paving patterns are subject to Committee approval.

13. Culverts.

Driveway culverts, if required, will be approved by the Committee and will be installed by the owner at his expense.

14. House Numbers and Mailboxes.

Each lot has been assigned a street number which has been approved by the appropriate governing authorities. Prior to occupancy of a residential structure on a lot, the owner shall be required to construct or install a mailbox and a sign showing the assigned street number of the lot pursuant to uniform standards prescribed in writing by the Committee. The mailboxes shall be constructed pursuant to guidelines approved by the United States Postal Service, and shall conform with the standard as set forth on Exhibit "B", attached hereto.

15. Exterior Mechanical Equipment.

It is preferred that no mechanical equipment shall be exposed to the exterior of any structure. If it is determined by the Committee that unique circumstances require exposure of mechanical equipment and same is acceptable to the Committee, the equipment shall be either incorporated into the overall form of the structure or be permanently enclosed or screened by a material or landscaping materials approved by the Committee other than plant material.

16. Yard Light.

Each lot will have a post-mounted lamp located two (2) feet behind the front property line and near the driveway. The lamp fixture shall have a photo-electric cell to provide continuous operation at night. Any variance as to the location from the front property line must be approved by the Committee.

17. Accessory Structures.

Accessory structures as permitted by the Committee shall be architecturally compatible with the dwelling. Dog runs or enclosures for other pets will be architecturally compatible with the dwelling and subject to approval by the Committee.

18. Exterior Lighting.

Every lot requires a lamp post of approved design on photo cell. Exterior lighting that is subdued and whose light source is not offensive for adjoining dwellings is permitted for purposes of illuminating entrances, decks, patios, driveways, and parking areas and other

approved purposes. All other exterior lighting must be approved by the Committee.

19. Landscaping.

At the time of, or as soon as reasonably possible following construction of the residential structure on a lot, but not later than the latter of six (6) months or one (1) growing season after substantial completion of the residential structure, the lot shall be suitably landscaped with live grass, shrubs, and trees. The Committee requires the prior submission of complete landscaping plans and specifications.

Each lot shall be fully landscaped and lot owners are encouraged to make adequate provisions for landscaping costs in their overall construction budget. Plant materials native to this climate and adaptable to low water use areas are strongly encouraged. Sprinkler systems designed for maximum utilization or water discharge are strongly recommended. High volume aerial impact systems will be strongly discouraged except under extreme watering requirements.

Lot owners and their representatives or builder/ contractor are required to minimize disruption from grading; when possible, and use existing or natural drainage paths; and to consider and provide for snow storage and run-off.

Xeriscape or a combination of xeriscape and traditional landscaping is highly recommended for uses in the subdivision. A list of suggested plants, trees and shrubs acceptable for designing xeriscape and traditional planting areas is available at the offices of The Pinery Architectural Control Committee, Inc. All landscaping installed within the subdivision shall be approved by the Architectural Committee. Landscaping shall not be approved unless the proposal conforms with drainage and grading as originally designed or completed by the builder/contractor.

Trees, shrubs, ground cover, native grasses, and xeriscape plants acceptable for planting are listed on Exhibit "C", attached hereto.

20.

Swimming Pools.

Swimming pools are discouraged. Above ground pools are prohibited. Swimming pools, if permitted, shall be designed to integrate with the existing site and architectural form. Adequate screen, security, and maintenance shall be provided. Swimming pool construction shall meet Colorado State Board of Health standards.

21. Tennis Courts.

Tennis courts will be discouraged unless the Committee can be shown that the court will not aesthetically detract from the area visibly adjacent therein. The impact of the court on surrounding lots and a determination whether the court will force the abandonment of needed

landscaping will be thoroughly considered by the Committee. Lighting for night use will be prohibited.

22. Style and Quality.

There is no mandatory "style" or architecture in Fairway Ridge at the Pinery. The only constant is high quality and harmony with the particular lot, general landscape, and surrounding dwellings.

Dwellings or structures with an unfinished appearance or rugged cabin finish or design shall not be permitted. "A"-frame type structures, dwellings on stilts and structures of a circular design will not be permitted.

Because of the natural characteristics, setting and uniqueness of Fairway Ridge at the Pinery, the Committee wishes to encourage and promote a harmonious building theme. Therefore, dwellings similar to other approved structures which are in harmony with the golf course setting are preferred.

23. Additional Construction and/or Exterior Changes.

Any changes to the approved plans before, during or after the construction of a dwelling must first be submitted to the Committee for approval prior to the actual construction, except as provided for in the Agreement dated February 15, 1993, between The Pinery Partnership and The Pinery Architectural Control Committee, Inc.

24. Building Code.

All structures will conform to all applicable building codes and ordinances. Approval by the Committee does not constitute or imply compliance with such codes or ordinances.

SECTION IV

Architectural Review Procedures

Procedure.

Plans and specifications will be submitted to The Pinery Architectural Control Committee ("PACC"). The procedure of the PACE shall be adhered to consistent with the Fairway Ridge at the Pinery's Covenants and the Fairway Ridge at the Pinery's Architectural Standards. The plans and specifications must be prepared by a licensed architect or a professional builder. All review fees required by the Committee shall be adhered to.

SECTION V

Construction Regulations

In order to insure a safe, neat and orderly construction site, the Committee and the developer have established certain construction and safety regulations for the benefit of all Fairway Ridge at the Pinery owners and residents.

It is of the utmost importance that anyone conducting construction activities in Fairway Ridge at the Pinery exert extreme care in preventing conditions that are unsafe or that could constitute fire, or other hazards. The developer and the Committee will not tolerate any activity that, in their opinion, constitutes such hazards.

Definitions: All of the definitions contained in the Architectural Standards are utilized herein, except that the following additional definition is used in these Construction Regulations:

"Construction Site" shall mean and refer to such portion of Fairway Ridge at the Pinery (including but not limited to a lot) on which authority is given by the Committee to construct improvements or store materials or equipment.

1. Storage of Materials and Equipment.

Owners and contractors are permitted to store construction materials and equipment on the approved construction site during the construction period. It shall be neatly stacked, properly covered, and secured. Storage of material or construction equipment outside the approved construction site (owner's or builder's lot) will be done only with the approval of the Committee.

Any storage of materials or equipment shall be the owner's or contractor's responsibility.

Owners and contractors shall not disturb, damage, or trespass on other lots or tracts. Should any such damage occur, it will be restored and repaired at the offender's expense.

2. Debris and Trash Removal.

Owners and contractors shall clean up all trash and debris on the construction site at the end of the each day. Lightweight material, packaging, and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and contractors are prohibited from dumping, burying, or burning trash anywhere on Fairway Ridge at the Pinery.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or affecting other lots and tracts.

Dirt, mud, or debris resulting from activity on each construction site shall be removed in a reasonable time from public or private roads, open spaces and driveways, or other portions of those other areas of the general area known as the Pinery under the control or review of the Committee.

3. Sanitary Facilities.

Each owner and contractor shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets or similar temporary toilet facilities shall be located only in areas approved by the Committee.

4. Parking Areas.

Construction crews shall not park on, or otherwise use, other lots or tracts. Private and construction vehicles and machinery shall be parked in areas designated by the Committee or developer.

5. Access to Fairway Ridge at the Pinery.

Access to Fairway Ridge at the Pinery is over county approved and private streets. The contractor shall make every effort not to damage any county owned or private improvements.

6. Conservation of Landscaping Materials.

Owners and contractors are apprised of the fact that the lots and tracts contain topsoil that should be salvaged before and during construction.

7. Excavation Materials.

Excess excavation materials shall be hauled off the project or placed in areas designed by the Committee, if any.

8. Restoration or Repair of Other Property Damaged.

Damage and scarring to other property, including, but not limited to, other lots, tracts, roads, driveways, and/or other improvements, will not be permitted. If any such damage occurs, it shall be repaired *and/* or restored promptly at the expense of the person or entity causing the same.

Upon completion of construction, each owner and contractor shall clean the construction site and repair all property which was damaged, including, but not limited to, restoring grades, repair of streets, driveways, drains, culverts, signs, lighting, and fencing.

9. Miscellaneous and General Practices.

The following practices are prohibited on Fairway Ridge at the Pinery.

A. Changing oil on any vehicle or equipment.

B. Allowing concrete suppliers and contractors to clean their equipment other than at locations designated for that purpose by the developer or Committee.

C. Removing any plant material, topsoil, or similar items from any property of others within Fairway Ridge at the Pinery, including construction sites.

D. Carrying any type of firearms on the property.

- E. Using disposal methods or units other than those approved by the Committee.
- F. Careless disposition of cigarettes and other flammable material.
- G. Bringing any animals or pets, particularly dogs, onto Fairway Ridge at the Pinery.
- H. Creating noise pollution, other than that directly associated with job related work, that would cause any unnecessary disturbance.

In the event of any violation of this Section V, paragraph 9G, Fairway Ridge at the Pinery shall have the right to contact the proper authorities, to impound the pets, or to refuse to permit such contractor or subcontractor to continue work on the Fairway Ridge at the Pinery property, or to take such other action permitted by law or the Declaration.

10. Responsibility of Lot Owner.

All lot owners in Fairway Ridge at the Pinery shall be responsible for the conduct and behavior of their representatives, builders, contractors, and subcontractors, including reimbursement in full for any damage done to public improvements including, but not limited to, streets, gutters, utilities, and landscaping.

11. Enforcement.

Enforcement of these Architectural Standards and Construction Regulations shall be consistent with the terms and conditions of Article V of the Declaration of Covenants, Conditions and Restrictions covering Lots 1 through 26, Fairway Ridge at the Pinery.

ADOPTED BY: THE PINERY PARTERSHIP, A COLORADO
GENERAL PARTNERSHIP BY: Dimensions, Inc., a General Partner

APPRO
VED:

The Pinery Architectural Control
Committee, Inc.

By:

STATE OF COLORADO COUNTY OF
Arapahoe

....."

The foregoing instrument was acknowledged before me in the County of Arapahoe , State of Colorado, this day of *April 1*, 1993, by Thomas N. Tucker, President of Dimensions, Inc., a General Partner of The Pinery Partnership, a Colorado General Partnership.

Notary Public tly Commission expires 12/10/96

STATE OF
COLORADO

COUNTY OF
661857174 Douglas

The foregoing instrument was acknowledged before me by David E. Raplev , of the Pinery Architecural Control Commitee, Inc., a Colorado No-Profit Corporation, this 26th day of February, 1993.

Notary Public

My Commission Expires
July 13, 1990

EXHIBIT A

FENCING GUIDELINES

FAIRWAY RIDGE FENCING GUIDELINES GENERAL

Each of the fence types need to be coordinated and controlled to assure a design unity. Standard fence designs have been approved and adopted for use. The designs include both open rail and opaque fences to meet prescribed applications. These standards should be used whenever possible, however, should a special use arise, variations should use the fence "theme" established by illustration in this guideline as a basis for their design.

REVIEW/ APPROVAL

A scale drawing of proposed fencing to be installed shall be submitted to the Architectural Control Committee for written approval prior to fabrication and installation.

The drawing submitted should include:

* A site plan of the entire lot indicating walks, house, streets, and proposed placement of the fence. The fence should be dimensioned, and if more than one type of fence is proposed, the site plan should indicate a clean definition of each fence type's location.

* If a standard fence style defined and illustrated in this guideline is used, the site plan need only reference it by name (number).

If a fence design is one other than a standard fence style the drawings submitted must also include:

* Typical elevation of fencing clearly labeling material types, sizes and colors.

* Typical section of the fence clearly indicating construction details.

Specific reasons *for* requesting a variance from standard fence styles.

FAIRWAY RIDGE FENCING GUIDELINES GENERAL

OVERALL GUIDELINES

All fences shall meet these guidelines.

Each fence design must be developed within the context of the proposed architectural. theme and landscape plan.

Where possible, fences should be limited. Other design elements may provide the same functions. For example,

Heavy landscaping and/or earth berms can be used to provide identity and enclosure.

Dry stream beds and drainage swales can be used to establish boundaries.

More importantly, landscape elements should be considered where ever possible to soften fences and walls and provide variety to long fence lines. Fences should *follow* slope angle where there is a grade break. Grade breaks can be used as landscape accents in long lines.

The degree to which a fence is "open" or opaque is a function of its use. The need for privacy (opaque) must be balanced with requirements for light, air and views

(transparent).

Long lines of unbroken fences and walls should be avoided. Fences and walls should always have a space in front for landscape. A sidewalk should never directly abut a fence, but must have a minimum of 36" of landscaped area separating them.

FAIRWAY RIDGE FENCING GUIDELINES GENERAL FENCE DEFINITIONS

There are three types of fences to be considered in Fairway Ridge:

- * Development Fence: those fences : and/or walls that define the Major Development plan boundary and area.
- * Dwelling Unit Fences and Walls: those fences and/or walls that define an individual dwelling unit building.
- * Privacy Fences: those fences which screen a patio or other outside feature.

FENCE FUNCTIONS

Generally speaking, the three fence types serve the following functions:

- *Development fences serve to define the overall boundary of a development, as major entry points, road and open space edges.
- * Dwelling unit fences are used to define individual properties, provide security and a sense of architectural enclosure.
- * Privacy fences are used to screen outside features such as a patio or deck and create a private space adjacent to the dwelling unit. Use of privacy fencing is not encouraged and should be limited to special situations.

PERIMETER FENCES

Fences installed along greenbelt areas or on corner lots must be of either Standard Type 1 or 2 transparent fencing. Fences along property lines that abut the golf course must be a Standard Type 1 fence and no more than 42" tall.

FAIRWAY RIDGE FENCING GUIDELINES GENERAL

PRIVACY FENCES

Privacy fences (5'-0" high) may be installed off of a rear patio or deck, but must be attached to the dwelling unit.

Privacy fences may be installed up to 20'-0" into the rear yard from the dwelling unit and may extend to the property line at the sideyard of the dwelling unit. The fence may not be within 20'-0" of the rear property line or anywhere within 8'-0" of the front of the dwelling unit.

DOG RUNS

An 8'-0" by 16'-0" (this is the maximum length and width and smaller dimensions are encouraged) designed dog run may be constructed on the sides or rear of any dwelling unit but must be attached to either the dwelling unit and/or a perimeter fence.

The run shall be constructed as a privacy fence (if it meets all other privacy fence requirements) or as a transparent rail fence. All wood materials shall be painted/stained to match the structure to which it is attached.

FAIRWAY RIDGE FENCING GUIDELINES STANDARD TYPE 1

Need to add the figure back.

FAIRWAY RIDGE FENCING GUIDELINES STANDARD TYPE 2

Need to add figure here.

Figure for Mailbox needs to be added

Exhibit C

List of Trees Suggested for Use:

A. Deciduous:

Native Birch (*Betula fontinalis*) Mayday Tree (*Prunus padus*)
Snowdrift Crabapple (*Malus* sp. 'Snowdrift') Dolgo
Crabapple (*Malus* sp. 'Dolgo') Hackberry (*Celtis*
occidentalis) Kentucky Coffee Tree (*Gymnocladus*
dioica) Aspen

B. Coniferous:

Austrian Pine (*Pinus nigra*) Blue Spruce (*Picea pungens*) Pinon Pine
(*Pinus cembroides edulis*) Oneseed Juniper (*Juniperus*
monosperma) Rocky Mountain Juniper (*Juniperus*
scopulorum) Ponderosa Pine (*Pinus ponderosa*) Scotch
Pine (*Pinus sylvestris*) Douglas Fir (*Pseudotsuga*
menziesii)

All trees must be planted with proper planting soil, a long-lasting
fertilizer, and mulched. All trees und three (3) inches in caliper shall
be staked.

List of Shrubs Suggested for Use:

A. Deciduous:

Red Twig Dogwood (*Cornus stolonifera*) Potentilla (*Potentilla*
fruitcosa) - many varieties Staghorn Sumac (*Rhus typhina*)
Lynwood Gold; Forsythia (*Forsythia* sp. 'Lynwood Gold') Zabel's
Honeysuckle (*Lonicera tartarian* 'Zabelii') Frobel Spirea (*Spirea*
bumalds 'Frobeli') Cistena Plum (*Prunus cistena*)

B. Coniferous:

Tammy Juniper (*Juniperus sabina* var. *tamariscifolia*) Mountain Common Juniper (*Juniperus*
communis saxatilis)

List of Ground Cover Suggested for Use

Blue fescue (*Festuca glauca*) Pussy Toes (*Antennaria* sp.) Wolly Yarrow (*Achillea tomentosa*)
Silver Mound Safe or Wormwood (*Artemisia frigida* or *A. Schmidtiana*) Bearberry
(*Archostaphylos uva-ursi*) Creeping Mahonia (*Mahonia repens*) Creeping Cinquefoil

(*Potentilla tabernaemontana*) Mountain Alyssum (*Alyssum montanum*) Alpine Rock-cress (*Arabis alpina*) Basket-of-Gold (*Alyssum saxatile*) Sulphur flower (*Eriogonum umbellatum*) 'Border Jewel' Polygonum (*Polygonum affine*) Penstemon (*Penstemon caespitosus*)

It is preferred that all grassed areas be sodded with Blue or a combination of similar grasses. In certain judicious locations, the use of native grass mixes may be appropriate; however, the Committee will be concerned with maintenance and the aesthetic impact of the use of native grasses on surrounding lots, roads, and public areas.

List of Native Grasses Suggested for Use:

A. Native:

Blue grama (*Boutelous gracilis*) Western wheatgrass (*Agropyron smithii*) Galleta (*Hilaria jamesii*)

B. Introduced:

Fairway wheatgrass (*Agropyron cristatum*) Smooth brome grass (*Bromus intermis*) Perennial ryegrass (*Lolium perenne*) Tall Fescue (*Festuca arundianacea*)

ACCEPTABLE XERISCAPE PLANTS

Shade Trees

Chokecherry, Shubert Golden Rain Tree
Hackberry Kentucky Coffee Tree
Russian olive

Pines & Spruce

Pinion Pine
Ponderosa Pine
Slim Jin (Variety of Ponderosa)

Ornamental Shrubs

Buffaloberry, Silver
Buckthorn, Columnar
· Caragana, Siberian Pea
Coralberry, Hancock Coralberry, Indiancurrant
Hydrangea, Pee Gee Lilac, Common Purple Lilac, Common White Lilac, Korean Dwarf
Lilac, Miss Kim)
Charles Jolly Ludwith Speath
Blue Skies

Potentilla Privet, New Mexico Prunus, Purple Leaf Plum
Rabbit Brush Russian Olive
Serviceberry Sumac, Cutleaf Sumac, Fragrant Sumac, Three-Leaf
Sumac, Smooth
Sumac, Staghorn
Tamarix, Sumner Glow Thimbleberry or Boulder Raspberry

Spreading Evergreens

Wiltoni Juniper Bar Harbor Juniper Blue Chip Juniper Blue Star Juniper
Buffalo Juniper Broadmoor Juniper
Hughes Juniper Andorra Youngstown Juniper
Tammy Juniper old Gold Juniper Common Mountain Juniper
Sea Green Juniper
Gold Tip Pfitzer Armstrong Juniper
Scandia Juniper Upright Junipers
Globe Juniper Juniperus (Bonsai Species)

Perennials

A juga Reptans atropurpurea (Bronze Carpet)
"Burgundy Glow"
Baby's Breath Bachelor's Button
Balloon Flower Barren Strawberry
Butterfly Weed
Daylilly
Fleece Flower Himalayan Border Jewel
Houttuynia
Ice Plants Delosperna Cooperi ("Purple Ice Plant")
Iris, Bearded Iris Sibirica (Siberian Iris)
Japanese Anemone
Lady's Mantle
Lambs Ear Lavander Cotton
Monk's Hood Penstemon, Prairie Fire
Perennial Flax Linum Flavum (Yellow Flax)
Periwinkle Poppy Mallow
Potentilla Nepalensis (Miss Wilmott) Tabernaemontani (Verna)
Pussytoes Red Valerian Saxifrage
Sedum
Alba Autumn Joy Blue Spruce Dragons Blood
Hybridus Spiderwort Snow in Summer Strawberry, Barren
Sunrose

Yarrow *Millefolium* (Common Yarrow) *Millefolium rosea* (Pink Yarrow)