

**BYLAWS**  
**OF**  
**MOUNT VERNON COUNTRY CLUB CORPORATION**

**1998**

**As Amended October 27, 2016**  
**As Amended November 21, 2016**  
**As Amended March 16, 2017**  
**As Amended December 14, 2017 [§7.4.2(f)]**  
**As Amended August 22, 2019 (§9.2)**

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**BYLAWS**  
**of**  
**Mount Vernon Country Club**

*The Bylaws set forth below (the "Bylaws") have been adopted by the Board of Directors of Mount Vernon Country Club, a Colorado nonprofit corporation (the "Corporation"). The Bylaws are derived from, and represent a consolidation of both the previous bylaws and the Rules and Regulations of the Corporation in existence prior to January 14, 1998. The Bylaws also reflect the removal of provisions from the previous bylaws and the Rules and Regulations which are more properly included in the policies (the "Policies") of Mount Vernon Country Club Metropolitan District (the "District").*

*When the District was formed in February 1992, the Corporation assigned to the District substantially all of its properties (with the main exception being the so-called Custer Property), and the District assumed substantially all of the Corporation's obligations. Under Colorado law, the District is authorized to conduct certain activities that had been within the scope of the Corporation's previous bylaws and Rules and Regulations; accordingly, those provisions that were more properly included as a part of the Policies have been adopted by the Board of Directors of the District and the remaining provisions of the previous bylaws and Rules and Regulations are now included in these Bylaws. Conforming changes and other amendments have been made by the Board of Directors of the Corporation in connection with the adoption of these Bylaws.*

*When the District was formed, it was decided that the Board of Directors of the District also would serve as the Board of Directors of the Corporation, but provisions were retained in the previous bylaws to allow the Proprietary Members to remove the Board of Directors of the Corporation and to elect new members of the Board of Directors of the Corporation in the same manner as they had been elected under the provisions of the previous bylaws. Thus, the previous bylaws provided for "fallback" provisions that would come into play only if the Proprietary Members decided to elect members of the Board of Directors of the Corporation separately. These Bylaws eliminate those "fallback" provisions, on the assumption that if the Proprietary Members ever want to remove the Board of Directors and elect different people, they can cause the Bylaws to be amended to re-institute the old "fallback" provisions or can adopt new provisions that set forth a different procedure for electing members of the Board of Directors of the Corporation.*

*The Bylaws refer to "Proprietary Members" who are owners of residences within the subdivision known as Mount Vernon Club Place (whose boundaries are approximately the same as the boundaries of the District). The term "Proprietary Members" relates primarily to the voting rights of members of a non-profit corporation and to rules relating to occupancy of a residence within Mount Vernon Club Place. The approximate counterpart to the term*

*"Proprietary Members" in the Policies is "Property Owner," which refers to an owner of real property located within the District. The term "Property Owner" should be distinguished from the electors of the District (i.e., those who are entitled under Colorado law to elect the Board of Directors of the District), who are the individuals who live within the District or who own property within the District and are registered to vote in Colorado. The phrase "Mount Vernon Club Place" is used in these Bylaws to denote the real property within the subdivision of that name, while the Policies use the phrase "property located within the District."*

*Both the Bylaws and the Policies refer to "residents," who are residents of the District and who may or may not be Proprietary Members, and to the "Club," which is the physical plant that includes the clubhouse and recreational facilities of the District.*

*The term "Board" as used in these Bylaws refers to the Board of Directors of the Corporation, as distinguished from the Board of Directors of the District.*

*The procedures for electing the members of the Board of Directors of the District are governed by statute and are not affected by these Bylaws. Copies of the key statutory provisions that govern the operation of the District are available to any Property Owner at the business offices of the District.*

## **1. Proprietary Members**

1.1 **Definition.** Each owner of a residence located within Mount Vernon Club Place (other than the residences owned by the District) will become a Proprietary Member of the Corporation. If such a residence is owned by a married individual, or by both husband and wife, then each spouse jointly will be considered a Proprietary Member but together will comprise only one Proprietary Membership. If such a residence is owned by more than one person and such persons are not spouses, then such persons will designate one individual to be the Proprietary Member. For any situations not covered by the foregoing principles, the Board may determine which individual or individuals who have an ownership interest in a residence located within Mount Vernon Club Place (or who are related to such an individual) should be treated as a Proprietary Member for purposes of the *Bylaws*. In any event, each residence located within Mount Vernon Club Place (other than the residences owned by the District) will give rise to only one Proprietary Membership. Only individuals may be Proprietary Members, except that the Board in its discretion may allow the personal representatives of estates or the trustees of trusts to be Proprietary Members pending administration of the estate of a deceased Proprietary Member.

1.2 **Requirements for Proprietary Membership.** Applicants for Proprietary Membership must comply with the following requirements:

- (a) All applicants for Proprietary Membership must own a legal or equitable interest in the property as to which Proprietary Membership is requested or must be a spouse of such a person, and each applicant must sign and file an application on the form prescribed from time to time by the Board.

Each application must contain a complete description of the property as to which Proprietary Membership is requested and must obligate each applicant to abide by all provisions of the Articles of Incorporation and *Bylaws* of the Corporation, and the Policies of the District, as each of them may be amended from time to time. All signatories of an application for Proprietary Membership that is approved by the Board collectively will comprise a Proprietary Membership, and each signatory individually will be a Proprietary Member.

- (b) Except by special permission of the Board for such limited time as the Board prescribes, no Proprietary Member will be the owner, in whole or in part, of more than one Proprietary Certificate or more than one residence as to which a Proprietary Certificate is issuable. It is the intent of the *Bylaws* to deny to any person or family the simultaneous ownership of an interest in more than one residence located within Mount Vernon Club Place or more than one Proprietary Membership.
- (c) All Proprietary Members of the Corporation shall pay to the District two fees monthly in advance:
  - (i) A Proprietary Member Fee in an amount to be determined by the Board. This fee shall include and entitle Proprietary Members to full use of the Clubhouse, pool, tennis, platform tennis, and exercise facilities. Stabling of horses shall be a separate charge and shall not be included in the Proprietary fee. This fee shall also include the Proprietary Member's allocated share of services provided to Proprietary Members by the Mount Vernon Country Club Metropolitan District including, but not limited to road repair and maintenance, trash removal, snowplowing, general services equipment, personnel, and services and community open space management, including wild fire mitigation and weed control. The Board may increase or decrease the Proprietary Member Fee at its discretion. In setting the Proprietary Member Fee, the Board shall take into account revenues received from Proprietary Members of the District and allocated expenses for services provided.

Proprietary Member Fees will be collected at the time a Certificate of Occupancy is issued for a new residence on a building site on which no residence existed on March 1, 2017, or at the time the property owner indicates his intent to begin using the Clubhouse and/or recreation facilities, whichever is earlier.
  - (ii) A Water Fee to include the Proprietary Member's proportionate share of water usage, repairs and maintenance, required debt

service, capital requirements and an amount for capital reserve. The Board may increase or decrease the Water Fee at its discretion.

Water Fees will be collected from the purchasers of building sites on which no house existed on March 1, 2017 as follow:

- a) Contribution to Water Capital Reserve Fund – at the time of closing upon the purchase of a building site on which no residence existed on March 1, 2017 and distinct from the portion of the Water Fee covering water service, system repairs and maintenance, etc.
  - b) Water Service – at the time water service is provided through connection to the main water distribution line to a property on which no residence existed on March 1, 2017.
- (iii) In addition, an Initiation Fee equal to the then-current initiation fee for non-Proprietary “Century” or full Members shall be paid by all new Proprietary Members. This Initiation Fee shall be due and payable at closing upon the sale or transfer (subject to the provisions of Section 1.4, Transfer of Proprietary Memberships) of an existing residence or at closing upon the purchase of a building site on which no residence existed on March 1, 2017.
- (d) Each application for Proprietary Membership must be accompanied by a certification, in such form as is required by the Board, that the sewage disposal system for the residence as to which Proprietary Membership is requested is in sound operating condition, does not constitute a nuisance or health hazard, and is of sufficient capacity to be used by the persons whom the applicant expects to reside in such residence.
  - (e) Each application for Proprietary Membership must be accompanied by a certified survey of the plot showing the boundaries of the property proposed to be transferred and the location of improvements.
  - (f) Each application for Proprietary Membership must be accompanied by the initiation fee applicable to new Proprietary Members.
  - (g) In every case of transfer of any real property located within Mount Vernon Club Place, whether improved or unimproved, the deed and any other instruments of transfer that are to be recorded in the real estate records of Jefferson County, Colorado, must be submitted to the Board for prior approval as to form and content, so as to ensure that such instruments contain the words "subject to the reservations and restrictions, covenants, conditions, easements and rights-of-way in Book Three of Plats, Page

Sixty-eight, recorded in the office of the Recorder, Jefferson County, Colorado, and in previous deeds of record pertaining to this property; and by the acceptance of this instrument the grantee accepts the Articles of Incorporation and the Bylaws of Mount Vernon Country Club, and the Policies of Mount Vernon Country Club Metropolitan District (formerly reflected in the Bylaws and Rules and Regulations of Mount Vernon Country Club), as each of them may be amended from time to time, and agrees to abide by the same". The deed restrictions will run with the land and be binding upon and inure to the benefit of the heirs, successors and assigns of each Proprietary Membership, the Corporation, and the District.

- (h) If the property of a Proprietary Membership not in good standing is to be transferred, the transferee must satisfy such requirements as the Board prescribes to restore such Proprietary Membership to good standing before approval of the transferee's application for Proprietary Membership.
- (i) The Board in its discretion may require any applicant for Proprietary Membership to furnish any additional information relating to the foregoing requirements that the Board deems relevant to its consideration of the application.

### 1.3 Proprietary Certificates and Voting.

- (a) Upon approval of an Application for Proprietary Membership, the Board will issue to the applicant a Proprietary Certificate. Each Proprietary Certificate is nontransferable, except as otherwise provided in the Bylaws, and has no value, force or effect except when owned by a Proprietary Membership in good standing. Each Proprietary Certificate is null and void upon transfer of title to the residence underlying the Proprietary Membership. Only one Proprietary Certificate may be issued for each Proprietary Membership, and no fractional certificates may be issued.
- (b) To the extent permitted by law, upon any dissolution of the Corporation, each Proprietary Certificate entitles the Proprietary Member who owns such Proprietary Certificate and who is in good standing at the time the Corporation is dissolved, to an undivided, fractional interest in all of the Corporation's assets that is equal to one divided by the number of Proprietary Certificates held by all Proprietary Memberships in good standing at such time. To the extent any other ownership rights to the assets of the Corporation may exist under Colorado law, such rights will vest exclusively in the Proprietary Members in good standing, in the proportions described in the preceding sentence.



- (c) Each Proprietary Certificate entitles the Proprietary Membership, if in good standing, to cast one vote upon all questions or matters as to which Proprietary Memberships are entitled to vote.
- (d) If any Proprietary Membership acquires additional property within Mount Vernon Club Place that is contiguous to the property to which the Proprietary Certificate of such Proprietary Membership is applicable, such additional property will be treated as having become a part of the other property covered by such Proprietary Certificate. No property covered by a Proprietary Certificate, whether or not it was the subject of such an acquisition, may be separated or disconnected from one Proprietary Membership and transferred to any other person except with the prior approval of the Board.. The Proprietary Certificate for any Proprietary Membership affected by any permitted acquisition or transfer of property will be re-issued to reflect such acquisition or transfer.
- (e) No property to which a Proprietary Membership is applicable may be subdivided or transferred in order to create a building site.

1.4 Transfer of Proprietary Memberships.

- (a) The sale or conveyance of an interest in a Proprietary Member's residence does not automatically qualify the transferee for Proprietary Membership, but the transferee must comply with the requirements of Section 1.2 in order to qualify for Proprietary Membership.
- (b) If any Proprietary Membership transfers title to its residence to another Proprietary Membership, the Proprietary Membership of the transferring member will be terminated, and the Proprietary Certificate of the transferring Proprietary Membership will be surrendered to the Corporation for cancellation. Whether or not such Proprietary Certificate is surrendered, it will be deemed canceled and null and void. Subject to the limitation set forth in Section 1.2(b), a new Proprietary Certificate will then be issued to the transferee upon approval of the transfer by the Board.
- (c) If property is transferred to a person who is not a Proprietary Member, or if a person who is not a Proprietary Member acquires ownership in whole or in part of the property to which a Proprietary Membership is applicable, such person may become a Proprietary Member and receive a Proprietary Certificate upon satisfaction of the requirements of Section 1.2. The Board, in its discretion, may waive the initiation fee if a transfer of only a part of the property underlying a Proprietary Membership is involved.
- (d) Upon the divorce or legal separation of a Proprietary Member, the Proprietary Membership will be assigned and a Proprietary Certificate

issued, if appropriate, in a manner that is consistent with disposition of the right to the property by court decree. Written proof of such change in ownership status must be submitted to the Board.

- (e) Any person who is not a Proprietary Member who acquires ownership of property located within Mount Vernon Club Place, in whole or in part, upon the death of a Proprietary Member, may become a Proprietary Member by fulfilling all requirements for Proprietary Membership, except that the Board in its discretion may waive the initiation fee. During a period not to exceed one year from date of death of any Proprietary Member, such Proprietary Member's heirs, successors, assigns or personal representatives may be allowed certain or all privileges of Proprietary Membership at the discretion of the Board. If the interest of the deceased Proprietary Member is transferred to another person who is a Proprietary Member with the same Proprietary Membership (i.e., a surviving spouse), no action need be taken to confirm the status of such person as a Proprietary Member.

1.5 Payments by Proprietary Members; "Good Standing" Status.

- (a) Each Proprietary Member is responsible for all fees, dues, charges, assessments and other amounts payable to the District, and will pay such amounts in accordance with the Policies of the District.
- (b) If any amount due from any Proprietary Member to the District remains unpaid for over sixty days from the date of the District's invoice and if all past due amounts have not been paid in full within ten days after the District mails notice to the Proprietary Member (a "Delinquent Account"), the Proprietary Member will be considered not to be in good standing and will have no right to vote at any meeting of Proprietary Members until all past-due amounts owed to the District are paid in full.
- (c) If a Delinquent Account exists with respect to a Proprietary Membership or if a Proprietary Member violates the Bylaws of the Corporation, or the Policies of the District, in any material respect or on a repeated basis, the Board may suspend or terminate the Proprietary Member from Proprietary Membership. Any such suspended or terminated Proprietary Membership may apply for reinstatement and upon the approval of the Board may be reinstated to the status of a Proprietary Membership "in good standing," upon fulfilling such requirements as the Board prescribes, which will include but will not necessarily be limited to the payment of any amounts due to the District. A Proprietary Membership is not "in good standing" during any period of suspension or termination.

2. **Meetings of Proprietary Members**

2.1 Annual and Semi-Annual Meetings. The Annual Meeting of the Proprietary Members will be held each year, at such date, time and place as is determined by the Board. A Semi-Annual Meeting of the Proprietary Members will be held approximately six months after each Annual Meeting, at such date, time and place as is determined by the Board.

2.2 Special Meetings. The Board may call a Special Meeting of the Proprietary Members at any time, and will call a special Meeting at the written request of 20% or more of the Proprietary Memberships in good standing. Any such request must describe in general the business desired to be transacted at the meeting.

2.3 Notice.

a) The Corporation will mail notice of any meeting of the Proprietary Members to each Proprietary Member at least seven days prior to the meeting, except as otherwise provided by law or except when the Board determines that a state of emergency exists.

(b) The Board will include in the notice of any meeting a general description of the subjects for formal action to be considered at the meeting. No action may be taken at any meeting of Proprietary Members upon any subject not described in the notice of such meeting, although other business or subjects may be discussed without formal action. Any five Proprietary Memberships in good standing may petition the Board at least thirty days prior to any Annual or Semi-Annual Meeting, in order to include a description of any matter in the notice of the meeting and to include such matter as an item to be placed in the agenda of the meeting.

(c) The Corporation will mail all notices to a Proprietary Membership to the last known address of the Proprietary Membership, as shown on the records of the Corporation. Any Proprietary Membership may specify an address for notices by giving written notice to the Corporation.

2.4 Attendance. Only Proprietary Members may be present at meetings of the Corporation, except that other persons may attend upon specific invitation of the Board.

2.5 Voting. Only those Proprietary Memberships in good standing at the time of any meeting of Proprietary Members are eligible to vote. Each Proprietary Membership may cast only one vote, regardless of the number of Proprietary Members associated with such Proprietary Membership. Any individual who is associated with a Proprietary Membership may cast the vote for the Proprietary Membership as to which such individual is associated. Any Proprietary Membership in good standing may give its written proxy to any other Proprietary Membership in good standing, but no Proprietary Membership may vote more than one Proprietary Membership's proxy.

2.6 Quorum. The presence in person or by proxy of at least 35% of the Proprietary Memberships entitled to vote will constitute a quorum for the conduct of official business at any meeting. If a quorum is not present, the President or a majority of the Proprietary Members

present and entitled to vote may adjourn the meeting and reschedule the meeting to any other date within twenty-one days after the date originally scheduled for the meeting. Such rescheduled meeting, if a quorum is present when held, will have the same force and effect as if held at the originally scheduled time and date. Notice of a rescheduled meeting will be mailed to each Proprietary Membership at least seven days prior to the date of the rescheduled meeting.

2.7 Vote Requirements. A majority of those Proprietary Members in good standing who are in attendance in person or by proxy at any meeting of the Proprietary Members at which a quorum is present is sufficient to take any action, except as provided in Articles 9 and 10.

2.8 Order of Business

(a) Unless modified by the Board, the order of business at an Annual Meeting will be as follows:

- (i) roll call;
- (ii) reading of notice of meeting;
- (iii) reading of minutes;
- (iv) reports of officers;
- (v) reports of committees;
- (vi) other business (as specifically set forth in the notice of the meeting, if formal action is required); and
- (vii) adjournment.

(b) Unless modified by the Board, the order of business at a Semi-Annual Meeting will be as follows:

- (i) roll call;
- (ii) reading of notice of meeting;
- (iii) reading of minutes;
- (iv) other business (as specifically set forth in the notice of the meeting, if formal action is required); and
- (v) adjournment.

### 3. **Board of Directors and Officers**

#### 3.1 Composition of Board of Directors.

(a) The management of the Corporation is vested in a Board consisting of the persons who are elected and serve as members of the Board of Directors of the District, except as provided in Sections 3.1(c), (d), and (e). Vacancies on the Board or in any officer position will be filled in the same manner as, and with the same persons as, vacancies are filled on the Board of Directors of the District or in any officer position of the District, except as provided in Sections 3.1(c), (d), and (e). Any person who resigns as a member of the Board of Directors of the District will also be deemed to have resigned as a member of the Board.

(b) The officers of the Corporation will be the officers of the District, except as provided in Section 3.4. In addition, the Board may elect such other officers as it deems necessary or desirable and will determine their titles, duties and term of office.

(c) Notwithstanding the provisions of Section 3.1(a), upon the vote of the Proprietary Members at a meeting held for such purpose, the Proprietary Members may remove any or all of the members of the Board, with or without cause, and may elect substitute members of the Board to fill the vacancy or vacancies created by such removal(s). After any such removal, members of the Board not so removed will continue in office until the expiration of their respective terms as members of the Board of Directors of the District, and any vacancies created by the resignation, death or incapacity of a member of the Board will be filled by the vote of a majority of the remaining members of the Board.

(d) Notwithstanding the provisions of Section 3.1(a), the Board, at its discretion, may remove from office any Director whose property in Mount Vernon Club Place is under contract for sale, who leases such property for a period of more than six months in any calendar year, or who does not reside in such property as his or her principal residence.

(e) Notwithstanding the provisions of Section 3.1(a), the acceptance by the Board of the resignation of any Director will automatically vacate such person's status as a Director. Any vacancies on the Board caused by death, suspension, resignation or recall from office will be filled by the Board.

3.2 Board Meetings. Meetings of the Board may be held contemporaneously with or separately from meetings of the Board of Directors of the District. Any properly called meeting of the Board of Directors of the District will be a properly called meeting of the Board. The President or any two Directors may call a meeting of the Board. The Corporation will provide at least forty-eight hours notice in person or by telephone to each Director for all special meetings, unless a majority of the Directors then in office determine that an emergency exists. Each notice of a meeting of the Board will include a general description of the business to be transacted. A majority of the Directors then in office will constitute a quorum for the transaction of business. The affirmative vote of three Directors (or such lesser number if the Board is comprised of fewer

than three members at any time) present at any meeting of the Board will constitute the action of the Board except as otherwise provided in the Bylaws.

### 3.3 Powers of the Board

(a) The Board has and may exercise all powers of the Corporation, except as limited by the statutes of the State of Colorado, applicable requirements of Jefferson County, and the Bylaws.

(b) No debt may be incurred, no expense authorized, no bill paid, no employee employed or discharged, and no property purchased or sold on behalf of or for the account of the Corporation, without the authority of the Board, which authority may be delegated to executive personnel of the Corporation as the Board deems necessary or appropriate.

(c) The Board, from time to time, on behalf of the Corporation, may incur indebtedness in such amount and on such terms as it deems appropriate.

(d) No Director may vote concerning any Board decision or action in which he or she has any financial interest which may result in his or her personal gain, but any such Director may participate in discussions and be counted for purposes of creating a quorum.

(e) The enumeration of specific powers in the Bylaws will not be construed as an exclusion of other proper powers necessary for the efficient management and general welfare of the Corporation.

3.4 Compensation of Directors. Directors will not be paid any salaries as such for their services or for attendance for attendance at any regular or special meeting of the Board. Nothing in the Bylaws will be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation for such services, and the Directors are not bound by the limitations on fees that are imposed upon them as Directors of the District.

3.5 Indemnification of Directors. The Corporation will indemnify each Director and officer and his or her heirs, successors, assigns and personal representatives to the maximum extent permitted by law. The indemnification provided for in the Bylaws is not exclusive of any other rights of indemnification to which a Director or officer may be entitled.

## 4. **Committees**

4.1 Authority of Board. The Board may establish such committees from time to time as it deems appropriate, which may be ad hoc committees or standing committees. The Board may appoint such persons (who may be, but need not be, Proprietary Members) as members of such committees as it deems appropriate. All committees report to and serve under the direction of the Board, and all members of all committees serve at the pleasure of the Board. The Board may change the responsibilities of any committee from time to time by written direction to such committee or by amendment of the Bylaws.

4.2 Standing Committees. Unless the Board otherwise directs, the Board will establish the following standing committees, which will be chaired by and composed of the following persons, and which will have the following responsibilities:

(a) *Proprietary/Real Estate Committee.* The Committee will be chaired by a Proprietary Member appointed by the Board (who need not be a Director) and will be composed of Proprietary Members. The Committee will provide information to prospective buyers and sellers of homes in Mount Vernon Club Place; assist in the transfer of real estate; introduce new homeowners and renters to the community; update directories of the Proprietary Members; assist the Board in the formulation and continuation of such real estate policies as will best promote the interests of the Proprietary Members; monitor, prepare and maintain ownership maps and files relating to studies, zoning, and land regulation within Mount Vernon Club Place and the neighboring mountain areas; monitor recommendations and Board decisions pertaining to real estate, zoning and land regulation; keep abreast of real estate developments in contiguous areas; maintain and monitor land ownership records of properties within Mount Vernon Club Place; assist Proprietary Members in meeting provisions of the Bylaws pertaining to new construction and improvements, and requests for approval; review proposed new construction plans for additions, exterior remodeling or other construction related to an existing structure; evaluate land management concerns for residential and commercial areas; review domestic animal control proposals; review proposals that will have an aesthetic or visual impact on Mount Vernon Club Place; act as a liaison to Canyon Area Residents for the Environment and any similar organizations; monitor tax sales of property located within Mount Vernon Club Place; and recommend appropriate action to the Board with respect to each of the foregoing.

In addition, there shall be an “Architectural Control Subcommittee.” The members of this Subcommittee shall be appointed for one-year terms by the Board in consultation with the chair of the Real Estate Committee. This Subcommittee shall be responsible for the initial review of all construction projects for the construction of new residences on building sites where no residence currently exists as of March 1, 2017, and shall act as the liaison to the builder and owners involved in these projects. The Subcommittee is responsible for the initial review, approval or disapproval of all plans and applications required by the provisions of these Bylaws and Construction Guidelines as submitted by owners of building sites and builders as to all aspects of use, buildings, improvements, construction, changes and alterations on building sites, driveways, structures, landscaping and other developmental elements. The Subcommittee shall exercise its obligations with due regard to these Bylaws and Construction Guidelines and all applicable and established regulations, laws and standards.

#### Architectural Control Subcommittee Duties and Responsibilities

(1) The Subcommittee shall consist of three to five Proprietary Members who shall also be members of the Real Estate Committee and shall include, whenever possible, professionals with knowledge of the construction industry including architects, builders, realtors, water and landscaping engineers, and others with special expertise. The Subcommittee shall be part of the Real Estate Committee and will submit all initial decisions and recommendations to

the full Real Estate Committee for comment prior to submitting its recommendations to the Board.

(2) Upon written application, the Board may:

a) Grant waivers, exceptions or variances to the covenants, conditions and restrictions of these Bylaws when such a grant is in harmony with the intent and purposes of these Bylaws.

b) Grant exemptions or variances to any Bylaw, condition or restriction when it finds that undue hardship will occur to a building site owner if the exemption or variance is not granted, and if it also finds that the grant will not materially affect any adjoining building site owner or residence in the Club.

c) Within thirty (30) days after the Board receives an application and all required information for new construction from the Real Estate Committee, the Board shall issue a letter to the submitting owner granting approval or citing its reasons for disapproval and the requirements to obtain approval.

d) Neither the Subcommittee, the Real Estate Committee, nor the Board, nor their respective successors or assigns shall be liable for damages to anyone submitting plans to the Subcommittee, Real Estate Committee or the Board for approval. Nor shall they be liable to any owner of land or other person affected by these Bylaws by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with approval or disapproval or failure to approve any plans and specifications.

e) Every owner or other person who submits plans or requests to the Subcommittee, Real Estate Committee or Board for review and for approval agrees, by submission of such plans, specifications or request, that he/she will not bring any action or suit against the members of the Subcommittee, Real Estate Committee, Board, Mount Vernon Country Club Metropolitan District, or Mount Vernon Country Club, to recover any damages or loss of any kind.

f) Approval of plans and specifications shall not be deemed to constitute compliance with the requirements of any local building codes or ordinances or of any other laws and it shall be the responsibility of the owner to comply therewith.

g) An owner and/or his architect shall meet with the Subcommittee to explore and resolve any questions regarding selection of a dwelling site and any proposed construction.

h) No building or structure shall be constructed, erected, placed, altered, maintained or permitted on any site or lot which does not comply with, nor shall any changes be made which do not comply with these Bylaws and the Jefferson County, Colorado, Planning and Zoning Ordinances. No building or structure shall be constructed, erected, be



under construction, or maintained, unless in strict accordance with approved plans and specifications. Nor shall any construction or excavation whatsoever be commenced or materials, equipment or construction vehicles be placed on any building site other than equipment necessary for survey, soils or septic testing, or other such similar purpose, until plans and specifications with respect to the proposed construction in manner and form satisfactory to the Board have been submitted to and approved in writing by it.

i) Plans and specifications showing the proposed improvements shall include, but not be limited to: the complete structure, including exterior elevations, floor plans and sections and shall show framing, floors, roofs, decks, windows, and chimneys as well as the specifications of principal exterior materials and color schemes and exterior lighting. A plot plan shall be filed showing the location, elevations, grading, landscaping, provision for off-street parking, easements and utilities and the manner and method of utilization of all utilities; the locations of the septic tank as well as the leach field and such other information as may be requested by the Subcommittee. This plot plan shall also show the effect of the improvements upon the building site and the adjoining structures and lots.

j) All plans and specifications shall be submitted in digital format (PDF) to the chair of the Real Estate Committee. They shall bear the signature of the owner of the building site or the owner's authorized agent with a written valid Power of Attorney attached. The Board shall charge persons submitting such plans a fee of \$150 for reviewing each application. Such fee may be revised from time to time as the Subcommittee may deem necessary.

k) Subcommittee and Real Estate Committee review and Board approval shall be based upon the criteria in the Bylaws, Policies and Construction Guidelines as they may be amended from time to time. The Subcommittee, Real Estate Committee and Board shall use reasonable judgment in passing upon all properly submitted plans and specifications and shall not arbitrarily or unreasonably withhold their approval.

(b) *Community Activities.* The Committee will be chaired by a Proprietary Member appointed by the Board (who need not be a Director) and may be composed solely of Proprietary Members or may include Social Members. The Committee will foster community interest and programs essential in maintaining a cohesive community; organize social and recreational activities for Proprietary Members; oversee the plans and programs of the recreational areas such as Five Points and the District's recreation area adjacent to the Clubhouse; coordinate with the Board and the Executive Manager when corporate services are needed to support these activities; and communicate with the Proprietary Members through a newsletter or flyers.

4.3 Ad Hoc Recommendations Committee. In order to ensure that the members of Board (including such persons in their capacities as members of the Board of Directors of the District) collectively have the sets of skills necessary to manage the Corporation and the District, the Board may appoint a committee for the purpose of soliciting Property Owners and residents of the District to run for election as a member of the Board of Directors of the District. The

Committee, if appointed, will be composed of the most recent three past presidents of the Board who are not then on the Board and who are willing to serve on the Committee, and two additional Proprietary Members selected by such persons. The Committee may publicize the results of their efforts, including the identity of the persons recommended and the reasons for the Committee's recommendations of such persons. Any publicized recommendation will include statements to the effect that the recommendations of the Committee constitute only the recommendations of a committee appointed by the Board of Directors of the Corporation and carry no legal force, and that no person eligible to run for office under the laws of Colorado is precluded from doing so by reason of not having been recommended by the Committee.

## 5. Rules of Conduct

5.1 Operation of Vehicles. When driving a motor vehicle, Proprietary Members, residents, guests, tenants, employees, and all other persons at all times must comply with the speed limits posted on the roads located within Mount Vernon Club Place and, where the roads are not posted, the applicable speed limit is 15 miles per hour. Any motor driven vehicle (which includes cars, trucks, all terrain vehicles, snowmobiles, dirt bikes, and motorcycles) operated on, or parked on, roads located within Mount Vernon Club Place, parking lots, or other property owned by the District must be duly licensed under a state motor vehicle code and must be driven by an operator with a valid driver's license. The use of motor vehicles in the District other than on dedicated roads and private driveways is prohibited. Vehicles may not be left for more than 24 hours on roads located within the District, and the Corporation or the District may tow any vehicle that is left for more than 24 hours on a road located within the Mount Vernon Club Place, with the cost to be borne by the owner of the vehicle. The Corporation also may tow any vehicle or other obstruction at any time if such action is appropriate or necessary for snowplowing, emergency access, or similar exigencies.

5.2 Skateboards and Rollerblades. Skateboarding and rollerblading on roads, any parking area, and any tennis court (other than the tennis court located at Five Points) located within Mount Vernon Club Place is prohibited.

5.3 Trash Collection. Proprietary Members and residents are required to deposit garbage and trash in containers that are securely covered and placed where they are readily accessible from the nearest road for collection by truck. All garbage and trash must be placed in plastic or other acceptable bags and inserted into suitable containers so as to prevent dogs and other animals from obtaining access to the garbage and trash.

5.4 Corral Group. Horses may be ridden on roads and property located within Mount Vernon Club Place and may be pastured on property located within the District according to policies established from time to time by the Board, subject to the approval of the District.

5.5 Domestic Animals. Proprietary Members and residents who lawfully reside in Mount Vernon Club Place may have a maximum of three household pets (cats and/or dogs) per residence (and their offspring, until weaned), but may not permit any pets to become a nuisance to others by allowing them to roam at large unattended, to molest wildlife, to pack, to become

noisy, or to threaten or harm others. The Board may require confinement of any animal that threatens any person if complaints are filed. The Board may require the permanent removal of any animal from Mount Vernon Club Place, subject to written warning and/or notice before any such action is taken, or without warning or notice in the event of an emergency as determined by the Board.

5.6 Care of Plant Life. Proprietary Members and residents will be responsible for the appropriate treatment of diseased trees, including their removal, that are located on the property of the Proprietary Member or resident. If the Board informs a Proprietary Member or resident of the existence of diseased trees on such person's property and the Proprietary Member or resident fails to treat or remove such trees within a reasonable period, the Board may authorize the entry onto the land for the appropriate treatment or removal of such trees and may require the Proprietary Member and the resident to pay any costs associated with such actions. Trees may not be cut on land owned by the District without prior Board approval.

5.7 Fires. Proprietary Members and residents at all times are encouraged to take every reasonable precaution to prevent fires and to eliminate fire hazards on such person's property. Out-of-doors fires and outside fireplaces, barbecue pits, and other proper and safe locations where facilities for fire control are available are permitted. Under the resolutions of Jefferson County, no fires for the burning of trash, rubble, dried leaves, garbage, or the like are permitted. Fireworks are not permitted.

5.8 Firearms. Except in the protection of life or property, the discharge of firearms on any property located within Mount Vernon Club Place is prohibited.

## 6. **Commercial Enterprises**

6.1 Prohibition Against Business Enterprises. Except as provided in Sections 6.2 and 6.3, no resident of Mount Vernon Club Place may establish, conduct, or have any direct financial interest in any business or commercial enterprise located within Mount Vernon Club Place that is visible or audible from the nearest road or other residence or that otherwise creates a visible, audible, or olfactory nuisance, as reasonably determined by the Board. A "business or commercial enterprise" includes any enterprise that provides services to the public; any distribution, wholesaling, retailing, or jobbing business; or any manufacturing, fabrication, or processing of products for resale to the public.

6.2 Exclusions. The restrictions set forth in Section 6.1 do not prohibit any resident, in his or her individual capacity, from pursuing a profession or business that does not require frequent contact with the public on property within Mount Vernon Club Place, such as that of an artist, writer, designer, or the like and, in such connection, the resident may use his or her residence as a studio, office, or laboratory, as long as such activities do not create a hazard or nuisance to the well being or convenience and comfort of other residents.

6.3 Exceptions With Board Approval. Any business or commercial enterprise that does not come within the exclusion set forth in Section 6.2 may be conducted within Mount Vernon Club Place only with the prior approval of the Board.

## 7. **Rules Applicable to Residences of Proprietary Members**

7.1 General. The provisions of the Bylaws relating to the residences located within Mount Vernon Club Place are intended to protect and enhance the quality, value, desirability, and attractiveness of all property in Mount Vernon Club Place. The Bylaws apply to all real property located within Mount Vernon Club Place, run with the land, and are binding and will inure to the benefit of the Corporation, the District, and the Proprietary Members.

7.2 Compliance with Law. All Proprietary Members and residents must maintain their property at all times in compliance with zoning and building regulations of Jefferson County, the laws of Colorado, the Bylaws and the Policies of the District.

7.3 Maintenance of Property. All Proprietary Members and residents at all times must keep their land and the external areas of any improvements in a neat, clean, safe, attractive and slightly condition, in good repair, free from unsightly litter, refuse, junk, or any condition that may constitute a nuisance or menace to the health, safety, comfort and general welfare of the Corporation, the District, and the Proprietary Members and residents. No Proprietary Member or resident will allow his or her land or improvements to deteriorate materially in appearance. The maintenance, repair, and upkeep of each residence are the responsibility of the Proprietary Member and any residents. The Corporation, after notice and hearing before the Board, or upon an emergency, may enter onto the land or improvements of any Proprietary Member or resident who violates any provision of this Section 7.3 in order to cure the violation or cause compliance with these provisions, and in such connection may impose upon the Proprietary Member or resident a charge for the costs of taking any such action. The Corporation may not enter into the interior of any improvement intended for human occupancy without the consent of the Proprietary Member or resident, unless an emergency exists.

### 7.4 Requirements and Restrictions for New Construction and Improvements.

No new residence, fence or other improvement may be constructed, no external structural change to any existing residence, fence, or other improvement or any new improvement may be made (other than painting or other routine maintenance repairs), and no excavation in connection with any such actions may be made, on any property located within Mount Vernon Club Place, until the Board has approved such actions. In granting or denying approval, the Board may consider the availability of water, the effect of the contemplated structure or facility on the surrounding area, population density, density of improvements, quality of workmanship and materials, harmony of external design and color with existing structures, the location of the improvement with respect to topography and finished grade elevation, and aesthetic or other factors and reasons that the Board in its discretion deems relevant. The following additional requirements must be satisfied for any person to build a new residence within Mount Vernon Club Place:

**7.4.1 NEW RESIDENCE ON A BUILDING SITE ON WHICH A RESIDENCE EXISTED ON MARCH 1, 2017:**

- (a) the applicant must have ownership of a minimum of 18 contiguous lots in a location acceptable as a building site that is in conformity with the requirements imposed by Jefferson County;
- (b) the residence must have a minimum of 2,000 square feet of living space;
- (c) the plans for the residence must have been approved by the Board;
- (d) evidence must be submitted to the Board that the building site and building plans are in compliance with the requirements of Jefferson County; and
- (e) the applicant must obtain the Board's approval of the septic system and source of water supply.

**7.4.2 NEW RESIDENCE ON A BUILDING SITE ON WHICH NO RESIDENCE EXISTED ON MARCH 1, 2017:**

- (a) Minimum Lot Size. The applicant must have ownership of a minimum of 18 contiguous 25' x 100' lots in a location acceptable as a building site that is in conformity with the requirements imposed by Jefferson County.
- (b) Prior Approval of Plans. The plans for the residence must be approved by the Board in writing prior to the commencement of any construction. As part of this review, the applicant shall submit evidence that the building site and plans are in compliance with all applicable requirements of Jefferson County.
- (c) Prior Approval of Septic and Water. The applicant must have prior approval of the Board for the septic system and leach field and have proof of the issuance and payment for a water tap issued by Mount Vernon Country Club Metropolitan District.
- (d) One Dwelling Site. Each lot shall have one dwelling site which must be approved in writing by the Board prior to the preparation of preliminary plans and before construction.
- (e) Setbacks. At a minimum, all setbacks shall conform to Jefferson County requirements. Because of the effect on view shed and/or other factors, some building sites may have additional setback requirements, designated building envelopes, and/or specific height restrictions.

(f) Floor Area. All residential structures shall have at least 2,000 square feet of habitable living space on one level, and not less than 2,500 or more than a total of 8,000 square feet of habitable space overall. However, 2,000 square feet of habitable living space on one level shall not be required if the residential structure consists of a multi-level design that follows the contour of the particular topography of the lot on which it is constructed and the structure is in full compliance with all other general restrictions, including height limitations. Proposed residences exceeding 8,000 square feet of habitable living space will be subject to special review to insure compatibility with surrounding structures, view sheds and other relevant factors. Prior approval of a multi-level design, or any other variance from this requirement must be secured from the Board of Directors.

(g) Building Heights. Homes shall be two-story maximum height buildings, with the major masses following the elevation lines and taking advantage of a staggered design when appropriate. (Homes exceeding two stories may be acceptable on steeper sites on review/approval by the Board.) Continuous wall areas exceeding two (2) stories (more than twenty [20] feet in height) are not permitted. No point of a building or structure on any lot shall exceed the following heights measured from a level achieved by the average of the existing elevations of the natural lot grade at the main four corners of a dwelling based on the USGS datum:

- (1) on slopes 0-10%, twenty-eight (28) feet;
- (2) on slopes 10-20%, thirty-two (32) feet;
- (3) on slopes 20-30%, thirty-five (35) feet.

Where deemed necessary or desirable to protect the view sheds from existing homes, or to protect the open nature of views from existing roads and Club facilities, the building height may be restricted to one story or 16 feet.

(h) Roofs. Specifically recognizing the high visibility from one site to the other and to achieve harmony among the dwellings and their surrounding land and to secure attractive views from each site, special attention will be given to roof structures and roofing materials. Roofs which would appear excessive under such criteria in unbroken size and pitch shall not be permitted. All roofs shall be of materials, color and texture approved by the Board and shall be Class A fire rated. Where solar equipment will be used, the arrangement and layout of collectors must be integrated in the whole design concept as approved by the Board. The approval by the Board will depend on the overall appearance of the dwelling and will be based on the visual impact of the roof on the lot, the neighboring lots and the roads. Galvanized and reflective metal roofs shall not be allowed.

(i) Materials and Colors. Exterior surfaces shall be of natural appearing materials, including stucco, synthetic stucco, natural stone and lumber (wood siding), or fiber cement siding, to be compatible with the unique landscape setting and in colors generally subdued to blend with the colors of the natural landscape. The use of brick shall be avoided where it is possible to use different materials, but will be considered by the Board under special

cases. The combined use of more than two materials shall be subject to the prior approval of the Board.

(j) Site Drainage and Grading. Site drainage and grading shall be done with a minimum disruption to the building site and surface and shall not be done in a way to permit drainage onto adjoining building sites or create a condition that causes or could cause soil erosion.

(k) Paved Areas and Culverts. Hard surfaced private driveways and parking areas may be permitted. Driveway culverts, if required, shall be approved by the Board but shall be installed, paid for, and maintained by the site owner.

(l) Foundation Walls. Foundation walls shall not be exposed to outside view for more than six (6) inches unless finished to blend with the upper walls of the dwelling.

(m) Exterior Mechanical and Storage Equipment. All exterior mechanical equipment and above-ground storage tanks for any purpose shall be either incorporated into the overall form and design of the dwelling or be permanently enclosed or screened by a non-transparent material approved by the Board.

(n) Outbuildings and Accessory Structures. Outbuildings and accessory structures as permitted by these Bylaws shall be architecturally compatible with the dwelling and permitted only if placed in a pre-approved area that accounts for the view sheds from other residences and the Club roads and open areas.

(o) Exterior Lighting. Exterior lighting that is subdued and whose light source is not directly visible from adjoining dwellings may be permitted by the Board for the purpose of illuminating entrances, decks, driveways and parking areas, and for other purposes approved by the Board. In all cases, exterior lights are subject to the approval of the Board.

(p) Landscaping. It is the intention to preserve the natural appearance of Mount Vernon and to maintain such appearance insofar as reasonably possible. The lack of water and the sensitiveness of the vegetation in the high altitude require extreme care to avoid unnecessary disturbance. Therefore, building site owners and their representatives or builders are required to:

(1) Minimize disruption from construction, from grading work and by other disturbances and shall not drive on the sites during the construction period except on areas designated for construction access.

(2) Revegetate and restore ground cover to its natural condition on all disturbed natural surfaces promptly in order to prevent erosion and to restore the former natural appearance.

(3) Use native or compatible species of plant materials, grasses and trees.

(4) Whenever possible, conserve and protect topsoil, rock formations and unique landscape features. All prepared sites shall be landscaped and completely replanted as necessary with native grasses, bushes and trees.

(5) Landscaping shall be completed within the next growing season after completion of building.

(q) Fences, Dog Runs, Above-Ground Electric Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the property, all property lines shall be kept free and open one to another and no fences or planting simulating fencing shall be permitted on any building site unless the Board approves a fence or plantings or other enclosure as a structure or aesthetic feature of a design concept if it becomes an incorporated part of the overall design contributing to the harmony and character of the area. Dog runs or enclosures for permitted pets shall be architecturally compatible with the dwelling and subject to approval by the Board. Above ground electric fences shall not be permitted.

(r) Clotheslines. No clotheslines shall be placed within a building site in such a way as to be exposed to view from roads or other building sites or residences unless such clotheslines or equipment are surrounded by screening materials approved by the Board.

(s) Satellite Dishes. One small satellite antenna may be installed and maintained on any building site for personal use only.

(t) House Numbers/Mailboxes. Each dwelling shall have a street number placed on the house visible from the street or placed at or near the street entrance to the lot. The owner is responsible for installing and maintaining a mailbox installed along the road.

(u) Utility Lines to be Placed Underground. All electric, telephone, television, radio and other utility lines added to the existing lines by the Club and/or building site owners shall be placed underground when extended to the lot line from existing lines and from the lot line to any dwelling or other improvement on a lot.

(v) Trash Storage. Each new property owner shall provide indoor storage for household trash.

(w) Motor Vehicles. No motor vehicle of any type, or part thereof, shall be permitted to remain on any lot or street in an exposed position, in a non-operating condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the Board's discretion at the expense of the lot owner after a 10-day written notice.

(x) Continuity of Construction. All structures commenced in Mount Vernon Club Place shall be completed within 18 months after the building permit has been issued.



(y) Destruction of Premise or Loss. Any structure on a building site, including any foundation, which has been damaged by a fire or other cause, or if incomplete or abandoned and which is not restored or completed by the owner to a Board-approved building within six (6) months after such damage occurred or the structure or foundation has been abandoned, shall be deemed a public and private nuisance and may be, after a 90-day written notice to the owner and all security and lien holders of record, sent certified mail return receipt to that owner's last-known address, removed at the owner's expense and the surface restored to its reasonably natural condition at his expense by the District or its agents. The costs so incurred shall be a lien on the property and may be recorded and enforced as are other liens of the District.

7.5 Other Construction, Remodeling or Improvements. Any of the following improvements may be made at any location within Mount Vernon Club Place only with the prior approval of the Board:

(a) any structure, irrespective of size, that is separate and apart from any existing building or that does not depend upon any existing structure for support;

(b) any external change in an existing structure or any other new improvements, other than painting and other routine maintenance or repairs;

(c) any permanent or semi-permanent sports facility, such as a tennis court, swimming pool, skating rink, or the like (but not including children's play equipment such as swings and sandboxes);

(d) any excavation more than two feet in depth, irrespective of purpose;

(e) any structure, apparatus, or transplanted natural growth, the highest point of which is more than 20 feet above the natural ground surface immediately beneath such structure, apparatus, or transplanted natural growth;

(f) any fence, irrespective of purpose, including dog runs; and

(g) any structure that may obstruct, in any way, the use of any road located within Mount Vernon Club Place or that may interfere with the District's ability to maintain the roads, such as berms, rock walls, and paving of driveways that will come within three feet of the road.

Any construction, remodeling, or improvements that require approval of the Board and are visible from the outside of the residence must be completed within a reasonable time after the time of approval (not to exceed one year), whether conducted by a contractor or otherwise. If such activities are not completed within such one-year period, the applicant must obtain an extension of time from the Board or seek a new approval from the Board.

7.6 Requirements for Applications. Any request for approval governed by the provisions of Articles 7.4 (building sites on which residences existed on March 1, 2017) and 7.5 must be made in writing to the Board at least 30 days prior to the commencement of the work and must be accompanied by the following items:

(a) a description of the purpose of the improvement or new structure, in reasonable detail, indicating in particular whether the improvement or new structure is designed for use by family members, guests, or domestic help;

(b) construction plans and specifications and a plot plan showing the exact location of the contemplated improvement or new structure with respect to lot lines, water lines, roads, and existing buildings, fences, and other structures on the pertinent property and on adjacent properties;

(c) a description of all elevations;

(d) all pertinent instruments that show land ownership. A pin survey may be required by the Board.

The foregoing materials must be submitted in support of any request for approval of an improvement or new construction, and copies of all such materials will be retained in the files of the Corporation. The applicant also must cause a completed floor plan to be filed with the Foothills Fire Protection District. No change may be made in any plans for any improvement or new structure that is subject to prior approval of the Board unless written approval of that specific change has been obtained from the Board.

7.7 Septic Systems. All Proprietary Members and residents are required to keep their septic systems or other sanitation facilities in proper condition, and to avoid any overflow from them. If any malfunction occurs, the Proprietary Member or resident must provide for prompt, effective correction of the malfunction. If the malfunction cannot be corrected, the Proprietary Member or resident must arrange for the replacement of the unit immediately. Any plans for a new septic system must be approved by the appropriate health and regulatory agency and are also subject to prior approval by the Board before any construction work may commence. If a hazardous or offensive condition exists with respect to the sanitation facility of any Proprietary Member or resident and the Proprietary Member or resident fails to take prompt action, the Corporation, after written notice to the Proprietary Member or resident or upon an emergency, may undertake any necessary repairs or other action (including the cessation of water service) and may require the Proprietary Member or resident to reimburse the Corporation for the cost of such actions.

7.8 Noxious or Offensive Activity. No Proprietary Member or resident will permit any noxious or offensive activity to take place upon such person's residence or will cause or permit anything to be done or placed on such property that is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

7.9 Annoying Sounds or Odors. No Proprietary Member or resident will permit any sound or odor to be emitted from such person's residence that is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no Proprietary Member or resident will utilize exterior speakers, horns, whistles, bells, or other sound devices, other than devices used exclusively for security purposes, upon any such property, except with the prior approval of the Board. Each Proprietary Member and resident will cause any dogs or other pets located on such person's residence to avoid habitual barking, howling or yelping.

7.10 Unsightliness. All Proprietary Members and residents will enclose all unsightly conditions, facilities, vehicles, equipment, and objects within a structure, or conceal such items from public view from roads located within Mount Vernon Club Place or adjoining properties, by means of trees or shrubs or by screening or fencing that is harmonious with existing structures or is indigenous to the area. Any such screening or fencing is subject to prior approval by the Board. These restrictions apply to, among other things, snow removal equipment, snowmobiles, garden or maintenance equipment (except when in actual use), television satellite dishes, and other television and radio antennae of any kind, and any solar energy collector or device that is located on the ground, except as any such items may be approved by the Board.

7.11 Signs. Without prior approval of the Board, no Proprietary Member or resident will display to the public on any part of such person's property any commercial sign of any kind, except for one sign per residence of not more than five square feet that advertises a residence for sale or rent. This restriction will not prevent any person from utilizing a sign that sets forth the names of the residents or the street number of the residence, or both.

7.12 Supplementary Dwellings. No Proprietary Member or resident may erect or maintain any outhouse of any kind, or any tent, shed, trailer, mobile home or any similar shelter on any property located in Mount Vernon Club Place that is used or intended for human habitation.

7.13 Parking Areas. All Proprietary Members and residents must provide parking areas for their vehicles that are off of thoroughfares or roads located within Mount Vernon Club Place. Parking areas must be of adequate size and design so that no portion of a parked vehicle is closer than two feet from the outside boundary line of the road. No trailer, motor home, camper (including vehicle-mounted camper, whether chassis or slide-in), inoperable automobile, boat, airplane or truck (except a pickup truck) or recreational vehicle may be parked, placed, stored, or maintained at any residence in Mount Vernon Club Place unless (a) it is parked or stored within a garage or other structure, or (b) is concealed from public view from roads located within Mount Vernon Club Place and adjoining properties, by trees, shrubs, or screening or fencing that is harmonious with existing structures. Any screening or fencing is subject to prior approval by the Board.

7.14 Commercial Vehicles and Equipment. No commercial vehicles or equipment may be parked or stored within the boundaries of Mount Vernon Club Place. The foregoing restriction is applicable to private residential property as well as roads, parking areas, storage areas, and other properties owned by the District. Commercial vehicles and equipment include

all mobile construction equipment and vehicles of all types that are principally used for business purposes, such as trailer trucks, flatbed trucks, stake trucks, and dump trucks. This prohibition does not apply to recreational vehicles, including trailers, or family automobiles, including pickup trucks, that are used as regular means of transportation by a resident, that are not over 24 feet in length, and that are stored in compliance with the provisions of Section 7.13. The foregoing prohibitions also are not applicable to equipment owned by the District.

7.15 Restrictions on Mining and Drilling. No property within Mount Vernon Club Place may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, ores, minerals, rocks, stones, gravel, or earth, or removing underground water, except upon prior approval by the Board.

## **8. Tenants and Guests; Prohibition Against Second Resident Families**

8.1 Definition of Tenant. A "tenant" is any person who pays for the use, directly or indirectly, of all or a part of the real property of a Proprietary Member that is located within Mount Vernon Club Place.

8.2 Approval of Tenancies. In addition to the provisions set forth in the Policies of the District, no Proprietary Member may create a tenancy, and no tenant may occupy any residence located within Mount Vernon Club Place, until the Proprietary Member (a) has obtained and delivered to the Real Estate Committee a fully completed and signed tenant application form; (b) the tenancy has been approved by the Board; and (c) the Proprietary Member has provided the tenant with a current copy of the Bylaws and the Policies of the District.

8.3 Tenant Obligations. Tenants are subject to the same rules as apply to Proprietary Members, including the Bylaws of Mount Vernon Country Club Corporation and Mount Vernon Country Club Metropolitan District, and the Policies of the District. Tenants will be required to hold their own memberships in Mount Vernon Canyon Club if they wish to use any of the Club's facilities. Tenants may select their level of membership, for which the initiation fee will be waived and monthly dues paid. Notwithstanding the foregoing, however, Proprietary Members will be held responsible for fees and charges incurred by their tenants.

8.3 Definition of Guest. A "guest" is any person who occupies the residence of a Proprietary Member for an extended period and without payment of any consideration for such occupancy. Although there is no specific period of residency that will cause a person to be considered a tenant rather than a guest, the Board will take the position that the long-standing occupancy of a portion of a residence of a Proprietary Member by an additional family unit will constitute a violation of both the resolutions of Jefferson County and the Bylaws. Live-in employees and relatives are considered as part of the Proprietary Member's or resident's family.

8.4 Definition of Guest House. A "guest house" is a separated portion of the residence of a Proprietary Member or resident that is used for temporary periods by guests of the primary resident. Usually, a guesthouse will be a structure located on the property of the

Proprietary Member that is separate from the main residence, but it may also be attached to the main residence and may be identifiable as a self-contained unit. Proprietary Members and residents may not utilize, or allow to be utilized, a guest house as a separate dwelling unit for independent living by a person or family that is not of the same family as the primary residents.

8.5 Obligations of Guests. Guests are subject to the same rules as apply to Proprietary Members and residents, including the Bylaws and the Policies of the District. Notwithstanding the foregoing, Proprietary Members and residents are responsible for the fees and charges incurred by their guests.

## 9. **Violation of Bylaws, Construction Guidelines and Policies**

In addition to the existing remedies set forth in the Bylaws, Construction Guidelines and Policies, the following remedies shall be available:

9.1 Abatement and Suit. Whenever there shall have been a violation of any of these Bylaws, Construction Guidelines or Policies, the District shall have the right to enter upon the property as to which such violation exists, and to abate summarily and remove at the expense of the owners thereof, any erection, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and such persons and their agents and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. The costs and expenses of such entry, abatement and removal shall become a lien on the property upon the recording by the District of a sworn statement with respect thereto in the Jefferson County, Colorado real property records. In addition, if any persons shall violate or threaten to violate any provisions of the same, it shall be lawful for any named enforcement person or organization to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorneys' fees for such violations.

9.2 Warning Letters and Fines. The District may impose fines for continuing violations, as amended from time to time, as follows:

- (1) First violation: Warning Letter
- (2) Second violation: \$100
- (3) Third violation: \$200
- (4) Each subsequent violation: \$300

Subsequent violations of the same rule may be turned over to legal counsel for appropriate action.

9.3 Violation Deemed to Constitute a Nuisance. Every violation of these Bylaws, Construction Guidelines or Policies, or any part thereof, is hereby declared to be and shall constitute a public and private nuisance, and every public or private remedy allowed therefore by law or equity against an owner shall be applicable against every such violation and may be exercised by Mount Vernon pursuant to this Declaration. In any legal or equitable proceeding

for the enforcement or to restrain the violation of the same or any provision hereof, the Court may award reasonable costs and attorneys' fees to the prevailing party or parties. All remedies provided herein or at-law or in equity shall be cumulative and not exclusive. Failure to enforce any of the Bylaws, Construction Guidelines, and/or Policies, and the conditions and restrictions therein contained shall in no event be deemed to be a waiver of any right to do so for subsequent violations or of the right to enforce any other conditions or restrictions. Neither Mount Vernon Country Club nor Mount Vernon Country Club Metropolitan District shall be liable for any refusal or failure to enforce any Bylaws, Construction Guidelines or Policies, conditions and restrictions herein contained.

9.4 Benefit. Each of the Bylaws, Construction Guidelines or Policies set forth herein shall be for the benefit of and be binding upon building sites and residences in the Club as specifically set forth in each of the Bylaws, Construction Guidelines or Policies, and on each owner of property therein, his successors, representatives and assigns, and shall be covenants running with the land.

9.5 County Regulations. To the extent that applicable county or other governmental regulations, rules or codes and ordinances or laws are more restrictive in their allowable land utilization than these Bylaws, Construction Guidelines or Policies they shall supersede these Bylaws, Construction Guidelines and Policies and govern at all times.

9.6 Severability. Invalidation of any of these Bylaws, Construction Guidelines or Policies or any part thereof by judgments or court orders shall in no way affect any of the other provisions herein which shall remain in full force and effect.

## 10. **Land Use Plan.**

The Corporation adopts the provisions of the 1980 Mount Vernon Country Club Land Use Plan (the "Land Use Plan"). If the District proposes to convey any real property in such a manner that the terms of the Conveyance Agreement between the Corporation and the District dated February, 1992 require the approval of the Board and the Proprietary Members or to amend the provisions of the Land Use Plan, then the Corporation will comply with the procedures set forth in the Land Use Plan and the Conveyance Agreement.

11. **Amendment.**

The Board, acting by the affirmative vote of three fourths of the Directors then in office, or the Proprietary Members, acting by the affirmative vote of a majority of the Proprietary Members in good standing, may amend the Bylaws from time to time, except that no amendment may be made to the provisions of Article 10 (or to the provisions of this Article 11 to the extent any such amendment would affect the ability to amend the provisions of Article 10) without compliance with the provisions of Article 10.

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
MOUNT VERNON COUNTRY CLUB**

A duly called special meeting of the Proprietary Members was held on August 25, 1998, at which the Amended and Restated Articles of Incorporation set forth below were adopted by the affirmative vote of the number of Proprietary Members sufficient for approval.

1.     Name. The name of the Corporation is Mount Vernon Country Club.
  
2.     Membership. The Corporation will have Proprietary Members, who will be voting members, and other classes of members established under the Bylaws, who will be nonvoting members. The members will have such other rights and privileges as are set forth in the Bylaws.
  
3.     Purpose. The purpose for which the Corporation is formed is to maintain a mountain residence and country club; to enact and enforce restrictions concerning the use of private property within Mount Vernon Club Place; to provide for and enforce liens in favor of the Corporation upon any and all lots in Mount Vernon Club Place for all charges due the Corporation from the owner of such lots; and to do any and all things usual or desirable in connection with a mountain residence and country club.
  
4.     Board of Directors. The affairs and management of the Corporation will be vested in and be under the control of a Board of Directors consisting of such number of Directors as are provided for in the Bylaws, who will be elected and who will serve such terms as are provided for in the Bylaws.
  
5.     Office and Agent. The registered office and the principal office of the Corporation is 24933 Clubhouse Circle, Golden, Colorado 80401, and its registered agent at such address is Peter Clampitt (Note: Registered Agent changed to Paul W. Anderson 9/30/16).
  
6.     Dissolution. Upon any liquidation, dissolution, or winding up of the Corporation, and after paying or adequately providing for the payment of all of its obligations, the remainder of the assets of the Corporation will be distributed as determined by the Board of Directors and in compliance with state and federal law.
  
7.     Indemnification. The Corporation will indemnify its Directors and his or her heirs, successors, assigns and personal representatives (and will pay for and reimburse reasonable legal expenses incurred) to the maximum extent provided by law, and may indemnify any of its officers, employees, fiduciaries, or agents (and may pay for and reimburse reasonable legal expenses incurred) to the maximum extent provided by law.



8. Exculpation of Directors. No Director of the Corporation will be personally liable to the Corporation or to its members for monetary damages for breach of fiduciary duty as a Director, but this provision will not eliminate or limit the liability of a Director to the Corporation or to its members for monetary damages for (i) any breach of the Director's duty of loyalty to the Corporation or its members, (ii) any acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) the Director's assent to or participation in a loan by the Corporation to any Director or officer of the Corporation; or (iv) any transaction from which the Director derived an improper personal benefit. This provision will not eliminate or limit the liability of a Director to the Corporation or to its members for monetary damages for any act or omission occurring prior to the date of effectiveness of the amendment implementing this Article 8, and any repeal or modification of the provisions of this Article Eighth will not adversely affect any right or protection of a Director of the Corporation existing at the time of such repeal or modification.

9. Amendment. The articles of incorporation may be amended by the affirmative vote of two-thirds of the Proprietary Members present and in good standing at a meeting called for such purpose in accordance with the Bylaws.

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Jim Martin, President

[To be executed in duplicate.]

*The address to which the Secretary of State should send a copy of this document upon completion of its filing is 24933 Clubhouse Circle, Golden, Colorado 80401, attention: Executive Manager.*

MOUNT VERNON COUNTRY CLUB  
AND  
MOUNT VERNON COUNTRY CLUB METROPOLITAN DISTRICT

CONSTRUCTION GUIDELINES

March 16, 2017

The Board has established certain construction and safety guidelines for the benefit of owners, residents and builders in Mount Vernon Country Club in order to ensure safe, neat and orderly construction sites and activities during the construction period.

It is of utmost importance that anyone conducting construction activities within Mount Vernon Country Club exert extreme care in preventing conditions that are unsafe or that could constitute fire, wind or other hazards. The Board will not tolerate any activity that, in its opinion, constitutes such hazards.

A. Pre-Construction Conference

Prior to commencing construction, the contractor/builder will meet with the Architectural Control Subcommittee to review procedures and coordinate his/her compliance with all regulations and guidelines. OSHA regulations will be strictly observed at all times.

B. Construction Trailers

Any owner or his contractor must first apply for and obtain written approval from the Board to use a trailer as a temporary construction office for a period not exceeding six (6) months during construction. Such temporary structures shall be located only in a location approved by the Board and shall be removed upon completion of construction.

C. Storage of Materials and Equipment

Owners and contractors are permitted to store construction materials and equipment on the 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) is not allowed, except with Board approval. Any storage of materials and equipment shall be the responsibility of the owner or contractor; no security for this storage is provided by Mount Vernon and Mount Vernon shall not be responsible for any loss incurred.

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

E. Debris and Trash Removal

Owners and contractors shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site at least once a week by every Friday to a dumping site located off Mount Vernon property. Bear-proof trash containers shall be located on each construction site for the containment

of lightweight materials that may blow off the site. Owners and contractors are prohibited from dumping, burying, or burning trash anywhere within Mount Vernon. 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. Any cleanup costs incurred by Mount Vernon will be billed to the lot owner. Dirt, mud or debris resulting from activity on each construction site shall be promptly removed from public or private roads, driveways or other portions of Mount Vernon.

F. 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 on the site itself.

G. Parking Areas

Construction crews will not park on, or otherwise use other lots or the community open space. Private and construction vehicles and machinery will be parked in areas designated by the Subcommittee. Machinery may be parked only on the construction site. Driving on the construction site shall be limited to driveways and areas defined by actual construction activity.

H. Conservation of Landscaping Materials

Owners are advised that lots contain natural landscaping materials that should be salvaged before and during construction including topsoil, rocks, and shrubs and trees. Materials that cannot be removed should be flagged as salvageable and protected by flagging or barriers. Any trees or branches removed at initial excavation must be promptly cleaned up and removed from the site to avoid insect infestations. In addition, branches and stumps must be hauled offsite and logs must be stacked or removed.

I. Excavation Materials

Any excess excavation material shall be hauled off-site or placed in areas designated by the Subcommittee.

J. Blasting

All blasting shall comply with state and Jefferson County rules and regulations. Any blasting is to occur, the Subcommittee shall be informed far enough in advance to allow it to make such investigation as it deems appropriate to confirm that all appropriate measures, including protective actions, have been taken prior to the blasting.

K. Restoration or Repair of Other Property Damaged by Owner or Builder

Damage and scarring to other property, including, but not limited to, community open space, other lots, roads, driveways and/or other improvements will not be permitted. If any such damage occurs, it will be repaired and/or restored promptly at owner's expense or the expense of the person or entity causing the damage.

Upon completion of construction, each owner and contractor shall clean his construction

site and repair all property that was damaged, including but not limited to restoring grades, planting grass and ground cover and trees as approved by the Board, and repair all streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

L. Construction Time Period

All structures commenced in Mount Vernon and all grading work must be completed within 18 months unless such work cannot be completed because of war, governmental regulations or order, acts of God, or other forces of nature or unavoidable delays (as determined by the Board).

M. Miscellaneous and General Practices

The following practices are prohibited in Mount Vernon:

1. Changing oil on any vehicle or equipment.
2. Allowing concrete suppliers and contractors to clean their equipment other than at a location designated for that purpose by the Subcommittee.
3. Removing any rocks, plant material, topsoil, or similar items from any other property within Mount Vernon, including construction sites.
4. Carrying any type of firearms on the property.
5. Smoking and the use of alcohol and illegal drugs by the builder and any subcontractor or employee are strictly prohibited on the construction site.
6. Using disposal methods or units other than those approved by the Subcommittee.

N. During construction, pets, particularly dogs, are highly discouraged in Mount Vernon. Any dogs or other pets will be on a leash and completely under the control of its owner at all times. No animal shall be permitted to roam at will throughout Mount Vernon.

O. All owners in Mount Vernon will be responsible for the conduct and behavior of their representatives, builders, contractors, and subcontractors.

P. At least one 10-lb. ABC rated dry chemical fire extinguisher should be present and available in a conspicuous place on the construction site at all times.

Any deviation from these Guidelines must be approved by the Board.