

FLUME PLACER CIVIC ASSOCIATION

DOCUMENTS

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A. ARTICLES OF INCORPORATION
OF
FLUME PLACER CIVIC ASSOCIATION, INCE
A NON-PROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being natural persons of the age of twenty-one (21) years or more, have associated themselves together as incorporators for the purpose of availing themselves of the provisions of the "Colorado Non-Profit Corporation Act" and hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I: Name

FLUME PLACER CIVIC ASSOCIATION, INC.

ARTICLE II: Term

The said corporation shall have perpetual existence.

ARTICLE III: Purposes

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific primary purposes for which it is formed are to promote and foster civic cooperation among the owners of certain residential tracts in a specific area, which is commonly described and also known as "Landis Ranch Estates", located in Park County, Colorado; to provide for maintenance and preservation of said residential tracts and any common area which may, at any time hereafter, be deeded to the corporation for recreational or social use; to maintain and preserve any easements granted to the corporation for the beneficial use of all the said residential tract owners; to administer any protective covenants which now exist, or which may hereafter exist, which are applicable to said residential tracts, and to preserve, protect and improve the enjoyment of the recreational activities and the preservation of the natural environment as may be mutually undertaken and maintained by the residential tract owners,

In addition, this non-profit corporation has, as its purpose, to promote the health, safety and welfare of the residential tract owners and any additional residential tract owners as may hereafter be brought within the jurisdiction of this association.

In furtherance of said purposes, this association shall: (a) perform all the duties and obligations of the association as may be set forth in any Declaration of Covenants, Conditions and Restrictions, hereinafter called the Declaration, which may hereafter be applicable to the property and be recorded in the office of the Clerk and Recorder of Park County Colorado; (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments; to 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; (d) dedicate, sell or transfer all, or any part of, any common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No dedication or transfer shall be effective unless the instrument

has been signed by two-thirds of those members given votes agreeing to such dedication, sale or transfer; (e) to enter into, make and perform contracts of any kind or description, with any person, firm, association, corporation, municipality, county or state; (f) to borrow money, and only with the assent (by vote or written consent) of two-thirds (2/3) of those members given votes, and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; (g) to indemnify any director or officer or former director or officer of the corporation, or any person who may have served, at its request, as a director or officer of another corporation of which it is a creditor, against expenses actually and reasonable incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in said action, suit or proceeding, to be liable for negligence or misconduct in the performance of duty to the corporation; (h) to grant and/or obtain easements for public utilities over and across common lands of the association; (i) to develop, maintain and/or abandon roads, bridges or fences and other facilities of common interest located at or near that area known as Landis Ranch Estates; (j) to purchase and to plant fish in the streams, ponds, or other bodies of water, maintained for the recreational use of the members of the association; (k) to have and to exercise any and all powers, rights, and privileges which a corporation is entitled to by virtue of its election to be organized under said "Colorado Non-Profit Corporation Act" or any amendments thereto or other laws of the State of Colorado pertaining thereto.

ARTICLE IV: Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any tract of land located in said Landis Ranch Estates, consisting of thirty-two (32) tracts of land at the present time, and any record owners of any fee or undivided fee interest in any tract of land for residential use which may hereafter be included in said Landis Ranch Estates, including any owner who has sold on contract, but has not conveyed his fee interest, shall be a member of the association. Membership shall be appurtenant to, and shall not be separated from, ownership of any tract of land located in said Landis Ranch Estates.

"Tract" as used in this document shall mean and refer to any property referred to herein, which is used or intended for use as a residential dwelling site, but does not include the common areas, private streets, easements or rights of way and any common parking areas.

ARTICLE V: Voting Rights

The association shall have one class of voting membership: Members shall be all owners of said residential tracts, and shall be entitled to one vote for each tract owned. When more than one (1) person holds an interest in any tract, all such persons shall be members. The vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any tract.

ARTICLE VI: Registered Office and Registered Agent

The registered office of the corporation shall be Suite 301, Cascade Square, 228 North Cascade Avenue, Colorado Springs, Colorado 80903, and the registered agent of the corporation shall be Otto K. Hilbert, Suite 301, Cascade Square, 228 North Cascade Avenue, Colorado Springs, Colorado 80903.

ARTICLE VII: Directors

The business and affairs of said corporation shall be under the control and management of a Board of Directors consisting of no less than three (3) members and no more than five (5) members of the association. The names and addresses of the persons who are to serve as Directors until the first annual meeting of shareholders or until successors be elected and

qualified are as follows:

Simon F. Elliot
1245 Longwood Avenue
Pueblo, Colorado 81004

John Huebsch
27 Oak Avenue
Colorado Springs, Colorado 80906

Dr. Ruth B. Howard
Box 107
Lake George, Colorado 80827

Frank M. Platts
Box 133
Lake George, Colorado 80827

At the first annual meeting, the members shall elect two (2) Directors for a term of one (1) year and up to three (3) Directors for a term of two (2) years; thereafter at each annual meeting, Directors shall be elected as their terms expire for a period of two (2) years. The names and addresses

ARTICLE VIII: Incorporators

The names of the Incorporators are as follows:

Simon F. Elliot
1245 Longwood Avenue
Pueblo, Colorado 81004

John Huebsch
27 Oak Avenue
Colorado Springs, Colorado 80906

Dr. Ruth B. Howard
Box 107
Lake George, Colorado 80827

Frank M. Platts
Box 133
Lake George, Colorado 80827

ARTICLE IX: Dissolution

Dissolution shall be according to the said "Colorado Non-Profit Corporation Act", as amended. Assets distributable shall be distributed to an appropriate public agency to be used for purposes similar to those for which this association was created. In the event that such distribution is refused acceptance, such assets shall be granted, conveyed or assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

ARTICLE X: Amendments

Amendment of these Articles shall require the assent (by vote or written consent) of two-thirds (2/3) of those members given votes herein at any regular meeting of the members or any special meeting of the members called for that purpose.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th August, A. D. 1974.

/s/ Simon F. Elliot

/s/ John Huebsch

/s/ Dr. Ruth B. Howard

/s/ Frank M. Platts

STATE OF COLORADO)
COUNTY OF EL PASO) ss

I, /s/ Jan M. Jennings a Notary Public in and for said County and State aforesaid, do hereby certify that Simon F. Elliot, John Huebsch, Dr. Ruth B. Howard, and Frank M. Platts, who are to me personally known to be the persons whose names are subscribed to and who executed the annexed and foregoing Articles of Incorporation, appeared before me this day in person and each for himself, acknowledged that he had signed, sealed and delivered the said instrument of writing as his and their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of August, 1974.

(SEAL)

/s/ Jan M. Jennings
Notary Pub1ic

My Commission expires: June 25, 1978

B. PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

PART A. PREAMBLE

On the dates set forth opposite the signatures contained herein for the purpose of protecting the present and future property values of all the real property located within Tracts 39 and 40 and Flume Placer Claim being a portion of Section 10 and 15 in Township 11 South, Range 72 West of the 6th P.M. in the County of Park and State of Colorado, as is more particularly described on Exhibit "A" which is attached hereto and included herein by reference, the undersigned who are the owners of said real property hereby make the following declaration as to restrictions, covenants and limitations on the use of said property.

PART B. PROTECTIVE COVENANTS

B-1 There shall be no more than thirty-two (32) total individual residential tracts within the said area.

B-2 There shall be no subdivision of the common land, which is owned by the Flume Placer Civic Association.

B-3 The improvements located on each of the thirty-two residential tracts within the said area shall be limited to one permanent non-vehicular¹, single family dwelling unit, and such ancillary buildings as are commonly associated with a single family dwelling unit.

B-4 All habitations shall conform to the Park County Sanitary Code and any new construction shall conform to the Park County Building Code

¹ Non-vehicular shall mean; No mobile homes, no modular homes. Any pre-constructed or pre-fabricated homes of any kind must have the approval of the Board of Directors of the Flume Placer Civic Association, Inc. before construction can begin.

B-5 No property shall be used for commercial or industrial purposes except for the growing and removal of hay.

B-6 It is mutually agreed upon that the road providing ingress and egress within the area described in Part A which is commonly known as the Landis Ranch Estates from the presently existing County Road to the various tract entrances, shall remain as presently located. And although parts of the said road may be presently located on and across several of the thirty-two residential tracts, it is agreed that the present road location shall remain as it is presently located without objection or closure on the part of any tract Owners. Minor road relocation, provided that said relocation does not result in any greater encroachment on any individual residential tract than presently may exist, for the sole purpose of improved maintenance or for safety reasons can be made without violating this covenant.

B-7 The flowing water course, now designated as the Tarryall River, throughout its course within the above-described real property, together with a strip of land on each side of the water course, which strips of land shall each be 40 feet wide as measured from the water's edge perpendicular to the direction of the water course, are designated as common fishing and recreational areas and all property owners, their heirs, and assigns affected thereby do by these covenants grant a fishing and recreational easement for personal ingress and egress over the property subject to the easement.

PART C. GENERAL PROVISIONS

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument is signed by the then owners of the majority of the tracts located within said Tracts 39 and 40 and Flume Placer Claims Nos. 1 and 2 being a portion Section 10 and 15 in Township 11 South Range 72 West of the 6th P.M., In the County of Park,

State of Colorado, has been recorded agreeing to change said Covenants in whole or in part; provided, however, that at any time hereafter the then owners of two-thirds of the Tracts may change, alter or amend these Protective Covenants in whole or in part by recording an instrument signed by said owners and setting forth said changes and amendments.

Enforcements shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations or to recover damages.

Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the provisions which shall remain in full force and effect.

This declaration of protective covenants may be executed in counterparts, and said counterparts shall have the legal effect of duplicate originals, and at such time as all owners have executed said counterparts they shall have full legal effect as if all of said owners have executed said protective covenants at one and the same time.

IN WITNESS WHEREOF, each and all of the owners of the first above-described real property have subscribed their names hereto on the dates set forth adjacent to their respective signatures.

JB: Signatures ineligible.

STATE OF COLORADO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 19 __. Witness my hand and official seal.

JB: Ineligible

Notary Public

Stamped:
Commonwealth Land and Title Insurance, Co.
121 E. Vermijo Ave.
Colorado Springs, CO 80903 Phone 475-8800

LEGAL DESCRIPTION:

The West half of the West half of Section 10, Township 11, South, Range 72 West of the 6th Principal Meridian (Now known and designated as TRACT 39),
The Southeast quarter of the Southwest quarter of Section 10,
The Southwest quarter of the Northeast quarter and the East half of the Northwest quarter of Section 15, Township 11 South, Range 72 West of the 6th Principal Meridian (Now known and designated as TRACT 40).
Also the Flume Placer, Survey No.11972, being a Portion of the West half of the Northwest quarter of Section 15, Township 11 South, Range 72 West of the 6th Principal Meridian, Park County, Colorado.

EXCEPT a part of the Flume Placer Tract "A" Survey 11972 and a part of Tract 40 a patented survey being a part of Sections 10 and 15, Township 11 South, Range 72 West of the Sixth Principal Meridian, County of Park, State of Colorado being more particularly described as follows:

Commencing at the Northeast corner of the Flume Placer Tract "A"; thence South $02^{\circ} 32' 56''$ West a distance of 1169.10 feet to the true point of beginning being also a corner on the West boundary of Parcel E-67; thence South and Easterly along the boundary of said parcel for the following five courses:

- 1.) South $03^{\circ} 23' 50''$ East a distance of 162.47 feet
- 2.) South $29^{\circ} 58' 25''$ East a distance of 487.80 feet
- 3.) South $45^{\circ} 33' 45''$ East a distance of 91.44 feet
- 4.) North $84^{\circ} 27' 45''$ East a distance of 367.34 feet
- 5.) North $10^{\circ} 49' 25''$ East a distance of 127.78 feet

Thence along the South line of an access road for the following five courses:

- 1.) South $66^{\circ} 09' 53''$ East a distance of 421.13 feet
- 2.) South $62^{\circ} 37' 06''$ East a distance of 72.34 feet
- 3.) South $75^{\circ} 08' 04''$ East a distance of 218.64 feet
- 4.) South $66^{\circ} 57' 15''$ East a distance of 137.72 feet
- 5.) South $48^{\circ} 52' 00''$ East a distance of 176.41 feet to a point on the North line of an access easement to the Tarryall River.

Thence along said access easement the following 11 courses:

- 1.) North $79^{\circ} 55' 50''$ West a distance of 394.53 feet
- 2.) South $48^{\circ} 28' 06''$ West a distance of 241.23 feet
- 3.) South $04^{\circ} 27' 58''$ West a distance of 85.66 feet
- 4.) South $84^{\circ} 01' 50''$ West a distance of 159.43 feet
- 5.) North $75^{\circ} 55' 15''$ West a distance of 275.80 feet
- 6.) North $44^{\circ} 51' 42''$ West a distance of 219.55 feet
- 7.) North $74^{\circ} 37' 07''$ West a distance of 168.26 feet
- 8.) North $55^{\circ} 58' 55''$ West a distance of 483.36 feet

- 9.) North 19° 02' 00" West a distance of 196.39 feet
- 10.) North 15° 24' 39" West a distance of 152.04 feet
- 11.) North 12° 02' 42" East a distance of 326.67 feet

Thence North 53° 25' 53" East a distance of 96.17 feet; thence South 39° 24' 05" East a distance of 58.08 feet; thence South 08° 09' 02" East a distance of 92.07 feet to the true point of beginning,

AND EXCEPT a Part of Tract 40 a Patented survey and part of Tract B of Survey 11972 of Flume Placer being a part of Section and 15, Township 11 South, Range 72 West of the Sixth Principal Meridian, County of Park, State of Colorado being more Particularly described as follows:

Commencing at Corner No. 3 of said Tract 40; thence South 82° 19' 43" East a distance of 543.52 feet; thence South 82° 20' 12" East a distance of 106.27 feet to the true Point of beginning; thence North 07° 40' 17" East a distance of 101.28 feet; thence North 22° 31' 02" West a distance of 308.86 feet to a Point on the South line of an access easement to the Tarryall River; thence along the South line of said access easement the following eight courses:

- 1.) South 75° 55' 15" East a distance of 300.54 feet
- 2.) North 84° 01' 50" East a distance of 184.23 feet to a point of curve
- 3.) Along the arc of said curve to the left having a Delta of 79° 33' 52", a radius of 140.00 feet, a distance of 194.41 feet to a point of tangent
- 4.) North 04° 27' 58" East a distance of 29.09 feet
- 5.) North 48° 28' 06" East a distance of 116.99 feet
- 6.) South 79° 55' 50" East a distance of 308.26 feet
- 7.) South 01° 23' 40" East a distance of 174.25 feet
- 8.) South 49° 43' 41" East a distance of 91.04 feet to a point on the West line of a 60.00 foot access easement

Thence South 40° 16' 19" West along said West line a distance of 50.00 feet to a point on curve being on the North right of way line of County Road No. 77 said Point bears South 40° 16' 19" West a distance of 193.75 feet to the center of said curve; thence along the arc of said curve to the left having a Delta of 92° 27' 13", a radius of 193.75 feet, a distance of 312.65 feet to a point of tangent; thence along the Northwesterly right-of-way line of said County Road No. 77 South 37° 49' 06". West a distance of 343.99 feet; thence North 82° 20' 12" West along the South line of said Tract 'B', a distance of 444.47 feet to the true point of beginning.

AND EXCEPT a part of Tract 40 a patented survey being a part of Sections 10 and 15, Township 11 South, Range 72 West of the Sixth Principal Meridian, County of Park, State of Colorado being more particularly described as follows:

Commencing at Corner No. 2 of Tract 42 said point also being the true point of beginning; thence South 89° 47' 31". West a distance of 17.20 feet to a Point on the southeasterly right-of-way line of County Road No. 77; thence along the South right-of-way line of said County Road No. 77 the following three courses:

- 1.) North 37° 49' 06" East a distance of 106.74 feet to a point of curve
- 2.) Along the arc of said curve to the right having a Delta of 108° 56' 05", a radius of 83.62 feet, a distance of 187.51 feet to a point of tangent
- 3.) South 33° 14' 49" East a distance of 91.14 feet on the South line of Tract 40 to a point.

Thence South 89° 38' 20" West a distance of 258.61 feet to the true point of beginning,

AND EXCEPT a part of Tract 39 a Patented survey of the Amended Supplemental Plat of Sections 4, 5, 6, 8, 10, 15, 16, 30, and 31 Independent Resurvey, Township 11 South, Range

72 West, of the 6th Principal Meridian being within the County of Park, State of Colorado, more particularly described as follows:

Commencing at Corner Number 3 of said Tract 39; thence North 1° 49' 00" West along the line between Corner Number 2 and Corner Number 3 a distance of 1072.94 feet to the true point of beginning; thence continuing North 1° 49' 00" West along the aforementioned line a distance of 736.92 feet; thence North 70° 48' 40" East a distance of 201.02 feet; thence South 29° 06' 55" East. 41.58 feet West of and parallel to the West line of a 6.18 acre Manhoff Tract a distance of 229.81 feet to a point of curve; thence along the arc of curve right having a Delta of 25° 34' 17" a radius of 200.00 feet a distance of 89.64 feet to a point of tangent; thence South 3° 32' 38" East distance of 317.54 feet to a point of curve said point of curve being 60 feet West of and parallel to Parcel A of Landis Ranch Estates; thence continuing 60 feet West of and parallel to said Parcel A the following 3 courses:

- 1.) Along the arc of curve right having a Delta of 21° 17' 43" a radius of 209.35 feet a distance of 77.81 feet to a point of tangent
- 2.) South 17° 45' 05" West a distance of 45.96 feet to a point of curve
- 3.) Along the arc of curve left having a Delta of 38° 03' 43" a radius of 215.05 feet a distance of 142.86 feet to a point being 40 feet North and at right angles to the North line of Tract 14 of Landis Ranch Estates;

Thence North 78° 38' 00" West parallel to the North line of said Tract 14 a distance of 308.42 feet to the true point of beginning,

AND EXCEPT portions conveyed in the following books and pages:

<u>BOOK</u>	<u>PAGE</u>
147	285
150	547
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THE FLUME PLACER CIVIC ASSOCIATION INC.

C. ADDITION TO THE PROTECTIVE COVENANTS

WHEREAS, at various times Protective Covenants were executed and filed by various owners of real property located within Tracts 39 and 40 and the Flume Placer Claim, being a portion of Sections 10 and 15 in Township 11 South Range 72 West of the 6th P.M. in the County of Park and State of Colorado. an example of said Protective Covenants having been recorded on October 25, 1977 in Book 271 at Page 82 of the records of Park County, Colorado, and

WHEREAS, said recorded Covenants, in part C thereof, provides that the same may be amended by two-thirds of the tracts within said described real estate, and being thirty-two total residential tracts within said area, and

WHEREAS, the undersigned own more than two-thirds of the residential tracts in said area and desire to amend said recorded Covenants by adding certain provisions as hereinafter set forth relating to the creation and enforceability of liens on said residential tracts arising out of non-payment of annual assessments, or special assessments, as made by the FLUME PLACER CIVIC ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Colorado, and formally designating FLUME PLACER CIVIC ASSOCIATION, INC. as the enforcer of said Protective Covenants recorded as here in above set forth and as amended herein,

NOW, THEREFORE, the Protective Covenants, an example of which was recorded October 25, 1977 in Book 271 at Page 83 of the records of Park County, Colorado, are hereby amended by adding thereto the following provisions:

- (1) Residential Tract Owners Association. FLUME PLACER CIVIC ASSOCIATION,

INC., a non-profit corporation organized under the laws of the State of Colorado, is hereby designated as the entity to administer the Covenants recorded as hereinabove set forth, as well as these amendments thereto.

(2) Entitlements, Limitations and Administration of FLUME PLACER CIVIC ASSOCIATION INC. Every residential tract owner in the property described in Exhibit A annexed to said Protective Covenants recorded as hereinabove set forth shall be entitled and limited by the matters and things as set forth in said Protective Covenants, and more particularly described therein, and further shall be subject to the provisions of the Articles of Incorporation and By-Laws of said FLUME PLACER CIVIC ASSOCIATION, INC. and such rules' and regulations as may be promulgated from time to time by it for the operation, maintenance and service of the common areas owned by it.

(3) Maintenance and Assessments. All residential tract owners agree to pay annual assessments, or special assessments, or charges to FLUME PLACER CIVIC ASSOCIATION, INC., and the collection of said assessments shall be a charge on the residential tract of said owner and shall be a continuing lien upon said residential tract against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the person who is the owner of such property at the time the assessment falls due.

(4) Purpose of Assessments. The assessments levied from time to time by FLUME PLACER CIVIC ASSOCIATION, INC. shall be used for the purposes as set forth in said Protective Covenants an example of which was recorded as hereinabove set forth, and for such other purposes as may be determined from time to time through the Board of Directors of said FLUME PLACER CIVIC ASSOCIATION, INC., and by virtue of its By-Laws, and the amount of such assessments may vary from time to time as dictated by general economic conditions and further by the need to furnish services and to make capital improvements. Special assessments may be established at any time as may be determined to be necessary by said Board of

Directors Said Board of Directors is empowered to assess a land charge of not more than ten per cent of the amount of each delinquent assessment.

(5) Lien on Property Interest. Any assessment as provided for in this document shall be a continuing lien upon such real property interest against which each assessment is made, and such continuing lien shall be superior to all other liens and encumbrances, except for tax and special assessment liens on the real property interest in favor of Park County, Colorado except as hereinafter provided.

Upon the failure of the owner to pay the annual assessment, the Board of Directors of FLUME PLACER CIVIC ASSOCIATION, INC. shall prepare a written notice of lien setting forth the amount of such unpaid indebtedness, the name of the owner and a description of his real property interest. Such notice shall be signed by a member of the Board of Directors of FLUME PLACER CIVIC ASSOCIATION, INC. and shall be recorded in the office of the Clerk and Recorder of Park County, Colorado. Such lien shall attach from the date of the failure of payment of the assessment. Such lien may thereafter be enforced by the foreclosure of the defaulting owners real property interest FLUME PLACER CIVIC ASSOCIATION, INC. in like manner as a deed of trust on real property. In any such notice of lien proceedings, the owner shall be required to pay the costs, expenses and attorney fees of FLUME PLACER CIVIC ASSOCIATION, INC. incurred in filing the lien, and in the event that a foreclosure proceeding is subsequently brought, the additional costs, expenses and attorney fees of FLUME PLACER CIVIC ASSOCIATION, INC. shall be paid by the owner. The owner of the real property interest being foreclosed upon shall be required to pay to FLUME PLACER CIVIC ASSOCIATION, INC. the subsequently accrued and accruing annual assessments during the period of foreclosure and FLUME PLACER CIVIC ASSOCIATION, INC. shall be entitled to a receiver to collect the same, and said corporation shall have the power to bid upon the real property interest at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same.

Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any deed of mortgage or mortgages. Sale or transfer of any Site shall not affect the assessment lien. However, the sale or transfer of any lot as a result of court foreclosure of a deed of trust or foreclosure through the Public Trustee or any proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer but shall not relieve any former owner of personal liability, therefore, no sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(6) Covenants to run with the Land. The Covenants and restrictions of this declaration as well as the Covenants contained in the example recorded as hereinabove set forth shall run with and bind the land, and shall inure to the benefit of and be enforceable by FLUME PLACER CIVIC ASSOCIATION, INC. or by the owner of any lot subject to this declaration their respective legal representatives, heirs, successors and assigns.

(7) Except as herein amended, the Protective Covenants recorded as hereinabove set forth shall remain in full force and effect.

DATED at The Landis Ranch Estates, Tarryall, Lake George, Park County, Colorado, this 4th day of July, 1981.

JB: Illegible signatures—all proxies by Stan Newman

STATE OF COLORADO)
County of El Paso)

D. NEWMAN AFFIDAVIT

STANLEY M. NEWMAN, being first duly sworn upon his oath, states and affirms as follows:

(1) That on July 4, 1981, he was the Secretary of Flume Placer Civic Association, Inc.

(2) That on said date a meeting of said Association was held in Park County, Colorado, for the members thereof to vote on the adoption of "Addition to Protective Covenants", and at said meeting, said "Addition to Protective Covenants" was duly adopted, pursuant to Part C of Protective Covenants, which had theretofore been executed and filed by the various owners of property within Tracts 39 and 40 and the Flume Placer Claim, being a portion of Sections 10 and 15 in Township 11 South, Range 72 West of the 6th P.M. in the County of Park and State of Colorado, an example of said Protective Covenants having been recorded on October 25, 1977, under Reception Number 240129, in Book 271, beginning at Page 83 of the records of Park County, Colorado.

(3) That after the adoption of said "Addition to Protective Covenants", the same were recorded in Book 329, beginning at Page 699 of the records of Park County, Colorado.

(4) That pursuant to said vote at said meeting, I hereby certify that said "Addition to Protective Covenants", recorded as aforesaid, have been since their passage at said meeting, and now are, the official additions to Protective Covenants governing the lands described therein.

Signed by

STANLEY NEWMAN

SUBSCRIBED and SWORN to before me this 26th day of June by STANLEY A. NEWMAN

My commission expires October 2; 1986.

THE FLUME PLACER CIVIC ASSOCIATION, INC.

E. SECOND ADDITION TO PROTECTIVE COVENANTS

WHEREAS, at various times Protective Covenants were executed and filed by various owners of real property located within Tracts 39 and 40, and the Flume Placer Claim, being a portion of Sections 10 and 15 in Township 11 South, Range 72 West of the 6th P.M. in the County of Park and State of Colorado, an example of said Protective Covenants having been recorded on October 25, 1977, in Book 271 at Page 82 of the records of Park County, Colorado, and

WHEREAS, said recorded Covenants, in part "C" thereof, provide that the same may be amended by two-thirds of the tracts within said described real estate, and being thirty-two total residential tracts within said area, and

WHEREAS, the undersigned are the owners of more than two-thirds of the residential tracts in said area, and desire to amend said recorded Covenants by adding certain provisions, as hereinafter set forth, relating to fishing privileges and guests.

NOW, THEREFORE, the Protective Covenants, an example of which was recorded October 25, 1977, in Book 271 at Page 83 of the records of Park County, Colorado, and the Addition to Protective Covenants recorded August 21, 1981, in Book 329 beginning at Page 699 of the records of Park County, Colorado, are hereby amended by adding the following provisions in this Second Addition to Protective Covenants:

- (1) Those who may fish without paying a guest fee:
 - (a) Natural Person Tract Owners: The Fishing Member shall be one owner and spouse, their parents, and their lineal descendants, including grandchildren, and spouses of lineal descendants, if any. For purpose of this provision, an "owner" shall be deemed to be any natural person having a fee simple interest in one of the tracts defined in the example of Protective Covenants recorded in Book 271 at Page 83 of the records of Park County, Colorado.
 - (b) Non-Natural Person Tract Ownership: (Such as corporation, trust, partnership, beneficiaries, etc.). The Fishing Member shall be one designated individual and spouse, their parents, and their lineal descendants, including grandchildren, and spouses of lineal descendants, if any. There may be only one non-natural owner.
 - (c) Notice: In the case of more than one natural owner and spouse of a tract and in the case of non-natural person ownership, the owners must provide written notice to the Secretary and the Fishing and Stream Committee of The Flume Placer Civic Association, Inc. the names of the Fishing Members as set forth in

(a) and (b) above who are to be designated. Fishing Members may not be substituted during any fishing season unless a vacancy of a Fishing Member occurs by reason of death. Fishing Members may be substituted if written Notice of such substitution is received by the Secretary and Fish and Stream Committee prior to May 1st of the calendar year in which, or after which, the substitution shall be effective. This designation shall be in existence until notification of change. The designation shall be good for a minimum of twelve months.

(2) Guest Fee: An amount each day as determined from time to time by the Board of Directors of Flume Placer Civic Association, Inc., and initially to be the sum of \$7.00 per day per guest. Guests are all other persons other than the Fishing Member as defined in above sections. Fishing guests are allowed on the stream only when the Fishing Member is on the Association premises.

(3) Covenants to Run With the Land. The covenants and restrictions of this Second Addition to Protective Covenants, as well as the first Addition to Protective Covenants and the original Protective Covenants hereinabove referred to, shall run with and bind the land, and shall inure to the benefit of and be enforceable by FLUME PLACER CIVIC ASSOCIATION, INC. or by the owner of any lot subject to this declaration, their respective legal representatives, heirs, successors and assigns.

(4) Except as the same may be herein amended, the Protective Covenants and first Addition to Protective Covenants as hereinabove referred to shall remain in full force and effect.

DATED at the places and at the times as hereinafter set forth in the acknowledgements of the various owner signatures by various notaries public.

Second Addition to Protective Covenants:
Adopted by mail ballot.

Book 378 Pages 40, 41, 42, 43, 44, 45, 46, 47, 48 & 830 contain the notarized signatures of:

George C. and Sally A. Beals
Clifton Michael Boggs
Barbara Ann Carlton
Donald L. and Dianna G. Cockroft
Peter H. and Marieanne M. Davison
Irma P. and Richard W. Hanes
William A. and Alice Mary W. Fowler
Cal E. and Joyce A. Githens
Daniel G.M. and Margaret C. Hannaway
Daniel G. and Pamela A. Hostetler
Norma I. Landis
Craig W. Larimer and Craig W. Larimer, Jr.
Oliver P. LeCompte
R. Bruce Mahncke
George A. and Diana R. Mahoff
Stanley M. and Leona H. Newman
Mary E. Pelner
Robert H. and Margaret P. Ramsay
Fred W. and Mildred R. Seibel
William R. and Phyllis Dodson Snow
Nancy M. Taggart
John T. and Priscilla J. Waltershausen
Glenn L. and D. Marie Weaver
Lloyd W. and Ruth L. Dezarn
Jeanette S. O'Connor
Craig E. and Penny K Whitney
J.H. Fowler (Margaret Bolton's tract)

Date: July 6, 1985
Amended July 6, 2002

F. BY-LAWS
OF
FLUME PLACER CIVIC ASSOCIATION, INC.

A NON-PROFIT CORPORATION

ARTICLE I: Name and Location

The name of the Corporation is FLUME PLACER CIVIC ASSOCIATION, INC., hereinafter referred to as the "Association". The address of the Corporation shall be Box 592?, Colorado Springs, CO 80901

Members (sic) (Meetings?) of Members and Directors may be held at any place within the State of Colorado as may be designated by the Board of Directors, any appropriate residence located within the Landis Ranch Estates, Lake George, Colorado.

ARTICLE II: Definitions

Section 1. "Association" shall mean and refer to FLUME PLACER CIVIC ASSOCIATION, INC., its successors and assigns.

Section 2. "Landis Ranch Estates" shall mean and refer to that certain real property described in Exhibit A, attached hereto and incorporated herein by reference, and such property as is annexed hereto in the future.

Section 3. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, and all easement rights, licenses or use rights owned by the Association for the common use and enjoyments of the owners.

Section 4. "Tract" as utilized in this document shall mean and refer to any land described by metes and bounds included within that certain real property described in Exhibit A, which is used or intended for use as a residential dwelling site, but tract does not include the common areas, private streets, easements or rights of way and any common parking area located within said Exhibit A.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract which is a part of the property, including owners who have sold on contract but have not conveyed their fee interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions, which may hereafter be applicable to the property and as may be recorded in the office of the Clerk and Recorder of Park County, Colorado.

Section 7. Member Defined. "Member" shall be a natural person of at least 21 years of age who:

(a) is named as a natural person grantee in any deed to any tract within the thirty-two (32) residential tracts located in the Landis Ranch Estates and the spouse of such natural person grantee;

and

(b) the natural or adoptive lineal descendants of the first generation of a natural person grantee;

OR

(c) is one of not more than two appointed member-designees, of a non-natural person grantee in the deed to any tract within the thirty-two (32) residential tracts located in the Landis Ranch Estates. One member-designee and his/her spouse may constitute the two appointed member-designees from the non-natural person grantee. A member-designee shall only be a principal or spouse of a principal of the non-natural person. A "principal" of a non-natural person is an officer, director, member, shareholder, partner or the like. The names and addresses of the appointed member designees shall be communicated in writing to the corporation's Secretary. The appointment of member-designees shall not be made more frequently than bi-annually.;

and

(d) the natural or adoptive lineal descendents of the first generation of each member-designee or of a deceased member-designee of a non-natural person grantee.

ARTICLE III: Meetings of members

Section 1. Annual meetings. The first annual meeting of the members shall be held within ninety (90) days from the date of incorporation of the Association. Subsequent annual meetings of the members shall be held at 1:30 o'clock P.M., Mountain Daylight Time, on the first Saturday of July of each year thereafter. Meetings shall be held in suitable quarters at said Landis Ranch Estates, Lake George, Colorado, at such quarters as shall be determined by resolution of the Board of Directors. Meetings may be held at such other date, time and place as shall be determined by resolution of the Board of Directors for due cause shown, provided that any said meeting shall be held within sixty (60) days of the date set forth hereinabove.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the members who are entitled to vote, provided that any business transacted at said special meeting shall be confined to the objectives and purposes stated in Call for said meeting.

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, not less than ten (10) days nor more than fifty (50) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books on the Association, or supplied by such member to the Association for the purpose 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.

Any proxy solicitation shall be mailed to members eligible to vote therein no less than ten (10) days nor more than fifty (50) days before any such meeting.

Section 4. Quorum. The presence at the meeting of a majority of the voting members, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in

the Articles of Incorporation or in these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the 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.

Section 5. Proxies. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the voting member of his tract. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided for in the proxy.

Section 6. Voting. When a quorum, as provided herein, is present at any meeting, either in person or by proxy, a majority of the eligible votes shall be sufficient to decide any question of business except for issues involving amendments to the Articles of Incorporation or of the By-laws.

(A) A mail ballot will be valid if received by the Secretary or postmarked with a date not later than Thirty (30) days after the date of notice is mailed by the Secretary to the membership. A member's failure to respond in time shall be deemed to mean his approval of the notice. Any member not responding within the Thirty (30) day period shall forfeit his right to object to the notice and any action taken in accordance therewith.

ARTICLE IV: Board of directors: selection, Term of office

Section 1. Number. The affairs of this Association shall be under the control and management of a Board of Directors consisting of no less than three (3) members and no more than five (5) members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect two Directors for a term of one (1) year, and up to three (3) Directors for a term of two (2) years; thereafter, at each annual meeting, Directors shall be elected as their terms expire for a period of two (2) years.

Section 3. Removal and Vacancies. Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3) vote of the members of the Association entitled to vote at

an election of Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board from among the members of the Association, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V: Nomination and Election of Directors

Section 1. Nomination Nomination for election to the Board of Directors shall be made by a Nominating committee composed of members of the Association. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting, until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be made by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, one (1) vote for each of tract of land owned by said member or members. The persons receiving the largest number of votes for the vacancies on the Board of Directors shall be elected.

ARTICLE VI: Meetings of Directors

Section 1. Meetings. Annual meetings of the Board of Directors shall be held immediately following the annual meeting of the members of the Association and at the same place.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than

three (3) days notice to each Director.

In any case, the Board of Directors shall hold a meeting at least sixty (60) days in advance of the annual meeting of the members of the Association, at which time it will prepare an agenda for the members annual meeting. Said agenda, plus the slate of nominees submitted by the Nominating Committee, together with any proxy statements shall be mailed to all eligible voting members of the Association at least thirty (30) days prior to the annual meeting.

Section 3. Quorum. Two-thirds (2/3) of the number of the duly elected Directors shall constitute a quorum for the transaction of business. Every act or decision done or made or resolution of a majority of said Directors present at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

Section 4. Waiver of Notice. Any director may waive notice of a special meeting before or after the time and date of the meeting stated in the notice. The waiver shall be in writing and signed by the director entitled to the notice, however, the attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

ARTICLE VII: Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) The Board of Directors shall propose rules and regulations to govern the use of any common area and facilities and the personal conduct of the members and their guests thereon, and shall propose penalties for the infraction thereof once said common area and facilities come into existence; however, no such proposals shall be enforced until said proposals for rules, regulations and penalties have been submitted to the membership of the Association

for their adoption by a vote of two-thirds (2/3) of the entire member ship.

It shall be conclusively presumed for the purpose of the adoption or rules, regulations and penalties as proposed in this Section 1 (a) that a member's vote for said rules, regulations and penalties shall be affirmatively given by a member if no written response concerning any proposal for adoption has been received by the Association Secretary within twenty (20) days after posting to said member in the United States mail, addressed to the member's official address in the records of the Association.

(b) Suspend the voting rights and right to use of any recreational facilities as they may hereafter exist, of a member during any period in which such member shall be in default in the payment of any assessment which may be legally authorized and levied by the Association. Such rights may also be suspended after notice of hearing, for a period not to exceed thirty (30) days for infraction of any published rules and regulations which may hereafter exist;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or any future Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent for three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ such employees as they deem necessary and to prescribe the duties of such employees so long as the employment of said employees comes within the financial authority granted to said Board of Directors;

(f) Exercise the power to remove any employee or agent of the corporation without notice;

(g) Approve any single expenditure of less than Two Thousand Dollars (\$2,000.00), providing such expenditures have been duly considered in a formal meeting of the Board of Directors and approved by a majority of the Directors; and approve any single expenditure of more than Two Thousand Dollars (\$2,000.00) upon approval of the membership of the Association as provided for in Article III, Section 6;

h) Levy and collect any assessments and establish a time within which payment of same are due, providing such assessments shall be consistent with the financial requirements for current operating expenses and obligations approved by the membership;

(i) Place liens on the tracts of land owned by members delinquent in payment of assessments, provided that, at such time, said members have entered into a Declaration of Protective Covenants authorizing the placement of said liens.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) exercise general supervision over and to direct and manage the affairs of the Association; to receive and pass upon reports of the officers of the Association; to direct the Secretary in correspondence of the Association; to direct disbursement of all monies of the corporation.

(b) Cause to be kept a complete record of all its acts and corporate affairs and send a statement thereof to the members at the annual meeting of the members.

(c) To present to the members at each annual meeting a statement in detail of expenditures budgeted for the forthcoming fiscal year, together with their plans for assessing members to raise funds needed for the operation of the Association. The Directors shall thereafter revise their budget and assessment plans if same becomes necessary not less frequently than quarterly, informing the membership of ally significant changes in financial planning.

(d) As may be provided for in a future declaration of Protective Covenants, when same has been entered into by said members, to:

(1) Fix the amount of the annual assessment against each tract at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay same.

(e) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificates shall be conclusive evidence of payment.

(f) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(h) Cause any future common area owned by the Association to be maintained.

(i) Receive, study and present to the membership, together with the recommendation for action, any petition or proposal of any member or third party, if it deems such petition or proposal a matter of common concern. Such petitions and proposals may pertain to, but shall not be exclusively limited to, the purchase and sale of tangible and intangible properties, the entering into of contracts of any kind binding upon the Association, and the rules of conduct or the administration thereof.

(j) The Board shall submit proposals to the membership for any expenditures in excess of Two Thousand Dollars (\$2000.00) for vote by eligible voting members at the annual meeting, or at any special meeting called in accordance with the By-Laws, except when said expenditures constitute a portion of a larger expenditure program previously approved by the voting members of the Association.

k) The Board shall appoint from time to time, as may be necessary, the committees to assist it in carrying out its duties.

Section 2. Order of Business. The Order of business at all meetings of the Board shall be:

- (a) Roll call
- (b) Reading of minutes of last meeting
- (c) Consideration of communications, payments of bills, etc.
- (d) Resignations, appointments and elections

- (e) Report of Officers
- (f) Reports of Committees
- (g) Unfinished business
- (h) Original resolutions
- (i) New business
- (j) Adjournment.

ARTICLE VIII: Officers and their duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice-President, and a Secretary-Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 2. Election of Officers. Officers shall be elected by the Directors at the first annual meeting and annually at the meeting of the Board of Directors after each annual meeting of the members. No officer, except the President, need be a member of the Board of Directors, but all officers shall be members of the Association.

Section 3. Term. The officers of this Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve. Removal of officers for cause shall require a majority vote of the entire Board of Directors.

Section 4. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to said vacancy shall serve for the remainder of the term of the officer he replaces

Section 5. Duties. The duties of the officers are as follows:

President

(a) The President shall be the chief executive officer of the corporation and shall preside at all meetings of the Board of Directors and at all meetings of the membership of the Association; he shall be an ex-officio member of all standing committees; he shall have general and active management of the corporation; he shall see that all orders and resolutions of the

Board carried into effect and shall sign all leases, mortgages, deeds and other written instruments.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary-Treasurer

(c) The Secretary-Treasurer shall record the votes and take the minutes of all the meetings and proceedings of the Board and of the members; shall keep the corporate seal of the corporation and shall affix same on all papers requiring said seal; shall serve notice of meetings of the Board to the members in accordance with the provisions of the By-Laws; shall keep appropriate current records showing the members of the Association, together with their addresses; shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors; shall disburse such funds as shall be directed by the resolution of the Board of Directors; shall render to the President and the Directors at regular meetings of the Board or whenever they may request same, an account of all transactions, as Treasurer, and an account of the financial condition of the corporation; and shall advise the Board of Directors concerning the regulation of assessments as they may relate to disbursements in order to minimize any potential tax liability.

Section 6. Resignations. Any Director or other officer may resign his office at any time by preparing a resignation in writing, to take affect from the time of its receipt by the Association, or at such other time as may be stated in the resignation, whichever be the later date. Acceptance of a resignation shall not be required to make it effective.

Upon such resignation, said Director or other officer shall turn over to the corporation any

books, records, valuable papers and monies he or she had custody as an officer of the corporation and shall be held accountable therefore.

ARTICLE IX: Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. A Declaration, at such time as there be same. The Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X: Assessments

As may be more fully provided in a Declaration, at such time as a member has entered into a Declaration of Protective Covenants, each member shall be obligated to pay to the Association annual and special assessments which are secured by continuing lien upon the property subject to the Declaration of Protective Covenants and against which the assessment is made. Any assessments which are not paid when due shall be delinquent if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his tract, so long as, at such time, said owner shall have entered into a Declaration of Protective Covenants, which shall then have been duly recorded in the office of the Clerk and Recorder of Park County, Colorado.

ARTICLE XI: Membership

Section 1. Stock Certificates. There shall be no stock certificates issued by this

Association.

Section 2. Member Privileges Only Members, as defined in section 7 of Article II, shall be entitled to the following privileges and rights.

(a) Members may display, on their person or vehicle, Member identification indicia.

(b) Members shall be eligible to hold office in the FPCA as officers, directors or committee members.

(c) Members shall have fishing privileges, only as defined in the FPCA Rules and Regulations, the Second Addition to Protective Covenants, recorded in book 378, page 828 of the Park County records and in such additional fishing regulations as may, from time to time be promulgated by the FPCA Board of Directors.

(d) A Member shall be entitled to purchase or have in his/her possession a single key to the main gate of the Landis Ranch Estates.

(e) Members shall be entitled to vote at meetings of the Members of FPCA, SUBJECT HOWEVER, to the voting limitations provided by Article V of the FPCA Articles of Incorporation specifying that there shall be a limit of one (1) vote per each of the thirty-two tracts in the Landis Ranch Estates.

The asset purchase price for said purposes shall be determined by the Secretary-Treasurer of the corporation by totaling cash on hand, plus the amount of the cost of supplies on hand, plus the value of all other real and intangible properties at cost less any depreciation where applicable, and by then dividing that total by the number of then existing members of the Association as of the end of the month immediately preceding said application for membership.

ARTICLE XII: Notices

Section 1. Definition. Whenever, under the provisions of the laws of the State of Colorado, the Articles of Incorporation or these By-Laws, a notice is required to be given to any

Director or member, it shall be construed to mean personal notice; but such notice may be given in writing by mail by depositing the same in post office or letter box in a postpaid, sealed, addressed envelope, as said address appears in the books of the corporation, and when said writing in the mail has been so posted, it shall constitute said personal notice.

ARTICLE XIII: Finances

Section 1 The corporation shall operate on a calendar year; however, the Board of Directors is authorized to change from a calendar year to a fiscal year at any time for the convenience of the Association.

ARTICLE XIV: Corporate Seal

The Association shall have a Seal in circular form having within its circumference the words: FLUME PLACER CIVIC ASSOCIATION, INC., and the words: A COLORADO NON-PROFIT CORPORATION, and the word: "SEAL"

ARTICLE XV: Amendments

Section 1. These By-Laws may be amended at a regular or special meeting of the members, by a vote of two-thirds (2/3) of all eligible voting members of the Association, and provided that the notice of said membership meeting Containing a full statement or the proposed amendment has been submitted to the membership pursuant to these By-Laws

ARTICLE XVI

The rules contained in the current edition of ROBERT'S RULES OF ORDER NEWLY REVISED shall govern the proceedings of Flume Placer Civic Association in all cases not provided for in these By-Laws and in any special rules of order that this Association may adopt.

IN WITNESS WHEREOF, we, being all of the Directors of FLUME PLACER CIVIC ASSOCIATION, INC., have hereunto set our hands this 23rd day of August; 1974.

SIMON F. ELLIOT

JOHN HUEBSCH

DR. RUTH B. HOWARD

FRANK M. PLATTS

STATE OF COLORADO

)ss

COUNTY OF EL PASO

On the 23rd of August, 1974, before me, (signature illegible), a Notary Public in and for said County and State personally appeared Simon F. Elliot, John Huebsch, Dr. Ruth B. Howard, Frank M. Platts, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

G. RULES AND REGULATIONS AMENDMENTS

Repeal the current Rules and Regulations, last amended July 6, 1985, and replace with the following:

FLUME PLACER CIVIC ASSOCIATION, INC.

REVISED RULES AND REGULATIONS (July 6, 2002)

PURSUANT TO Article VII, Section 1(a) of the By-Laws of Flume Placer Civic Association, Inc., a Colorado non-profit corporation, ("FPCA"), the Board of Directors proposed and not less than two-thirds of the Members entitled to vote thereon did, at the annual meeting of Members on July 6, 2002, approve and adopt the following REVISED RULES AND REGULATIONS to govern the use of common areas and facilities in the Landis Ranch Estates.

I. DEFINITIONS

"Property" shall mean all of the real property included within the Landis Ranch Estates, as legally described in the Protective Covenants, recorded October 25, 1971 in the records of Park County, Colorado in Book 271 at page 83 et seq., including, without limitation, the 32 Member owned tracts and the common property owned by the Flume Placer Civic Association.

"Main entrance" shall mean the gate that provides primary ingress and egress to the Property located at the southeast end of thereof and adjacent to Park County Road 77.

"Vehicle" shall be defined as any device for carrying or transporting persons, passengers, goods or equipment, including, but not limited to automobiles, trucks, buses, motorcycles, vans, recreational vehicles, motor homes, trailers, snowmobiles, all terrain vehicles, motorized scooters and the like, regardless of the number of wheels on the vehicle.

"Member" is defined in Article II, Section 7 of the FPCA By-Laws, which is incorporated herein by this reference.

"Fishing Member" is defined in section 1(a), (b) and (c) of the FPCA's Second Addition to Protective Covenants recorded in the records of Park County, Colorado on February 28, 1985 at book 378, page 828, which definition is incorporated herein by reference.

"Guest" is one or more non-Member persons on the Property under the sponsorship and by invitation of a Member. Contractors, as hereinafter defined, shall not be considered as Guests while on the property to discharge their commitments as contractors.

"FPCA Common Property" is the real property within the Landis Ranch Estates that is owned by the Flume Placer Civic Association, including, but not limited to, roads and bridges.

"Contractor". A Contractor is any workman, person or entity, who is hired or retained by the FPCA or a Member to build upon, construct, repair or provide professional service to or for the Property or improvements thereon and who must come onto the Property in order to accomplish the engagement, regardless of the period of time required for the engagement. "Contractor"

shall include employees, agents, servants, subcontractors and vendors of the Contractor.

II. MAIN ENTRANCE

A. Closure of Front Gate. The gate at the main entrance shall be kept closed and locked at all times, except for those brief intervals necessary to allow ingress and egress to the Property.

B. Keys. Only a Member of the Flume Place Civic Association shall be authorized to own a key to the main entrance, except for service personnel that are specifically authorized by the FPCA Board of Directors to possess a key, such as a governmental agency, utilities, etc.

C. Member Responsibility. Each Member of the FPCA shall be responsible for controlling possession of the key issued to him or her. At no time is the FPCA construction combination lock to be used in lieu of keys by Members or their guests.

III. VEHICLES

A. Identification. Hanging rear view mirror tags or decals affixed to a vehicle shall be used to identify a vehicle as one belonging to a Member or guest of a member when that vehicle is parked on common property of the FPCA.

B. Speed Limits. A speed limit of 15 MPH shall be observed on all FPCA roads unless a slower speed is indicated by road or visibility conditions. Vehicles shall proceed with caution at all times, giving pedestrians and animals the right of way.

C. Parking. No vehicle shall be parked on a bridge or roadway. Vehicles parked on FPCA common property or near roadways shall be located so as to avoid interference with traffic or create obstructions to visibility. No vehicle may be parked on FPCA common property overnight.

D. Off Road Travel. Vehicles shall not be driven over common property native areas where grasses, brush or foliage could be damaged.

IV. PROHIBITED ACTIVITIES

A. Camping. No vehicle may be parked on and no tent or other structure, shelter or enclosure may be erected or maintained on FPCA common property for the purpose of habitation for any period of time. No vehicle may be parked on and no tent or other structure, shelter or enclosure may be erected or maintained on a Member's property for the purpose of habitation for a period of time in excess of five consecutive days in any one year.

B. Fires. No Fires shall be set on FPCA common property. Outdoor fires on Member's property shall be attended at all times and shall be confined to fireplaces, appropriate incinerators or barbecue grills.

C. Firearms. There shall be no hunting on the Property, either with guns or archery devices. No firearm shall be discharged on any property within the Landis Ranch Estates unless done with the bona fide purpose of protecting person or property from an immediate and real threat.

D. Fireworks. Detonation, discharge or lighting of fireworks of any kind, including sparklers or similar pyrotechnic devices, on the Property, is strictly prohibited.

E. Tarryall River. There shall be no boating, rafting, kayaking, tubing or swimming in that portion of the Tarryall River that runs through the Landis Ranch Estates. No dams or other structures shall be placed in the River or on its banks and no modification of the streambed shall be made without the express approval of the FPCA Board of Directors. No diversion works shall be erected, maintained or operated unless done in the exercise of a legal water right in the River waters or done with the express permission of the FPCA Board of Directors.

V. FISHING

A. Other Reference. For primary fishing regulations, reference is made to the Flume Place Civic Association, Inc. Second Addition to Protective Covenants, recorded in Book 378, Page 828 of the Park County records.

B. License. Both members and guests must possess a valid Colorado fishing license when fishing on the Tarryall River. In marked "catch and release" sections of the River, catch and release fishing shall be practiced. On all portions of the River, the release of Brown Trout back to the River is strongly encouraged. Members and guests shall observe the following fishing limits:

Members:	3 fish per day and 6 in possession
Guests:	2 fish per day and 4 in possession

C. Identification. When fishing, both Members and guests shall wear and visibly display the respective Member and Guest identification badges furnished by the FPCA. Failure to prominently exhibit the badge may result in ejection from the River on a challenge by a Member. An unauthorized fisherperson may be reported to the Park County Sheriff's office as a trespasser.

VI. CONTRACTORS

A. Compliance With Rules. Contractors shall comply with these Revised Rules and Regulations.

B. Prohibited Activities. Contractors shall not:

- (a) have fishing privileges within the Property.
- (b) set outdoor fires or burn construction waste.
- (c) litter or allow trash to blow away from a construction site.
- (d) cut, gather or carry away wood, timber, branches or rocks, unless such activity is part of the contract engagement by the Member hiring the Contractor.
- (e) use, occupy, locate or inhabit a construction trailer, shed or other temporary structure without the written approval of the FPCA Board of Directors as to the purpose and nature of the structure, its location and the duration of its existence.
- (f) leave the job site or be elsewhere present on the Property except for necessary travel in going to or leaving the job site.

(g) be furnished a key to the gate at the Main Entrance, but shall use only the construction combination locks and associated gate chain and such use shall not obstruct or prevent the use of a Member's key lock to open the gate.

C. Roads and Bridges.

(a) Equipment or loads that approach or exceed the posted load limits of any bridge on the Landis Ranch Estates shall not be brought into the property and shall not cross the bridges. The Contractor shall be liable to the FPCA for repair or replacement of any bridge damage.

(b) Sound judgment shall be used at all times regarding the use of heavy equipment on the roads, particularly during the spring thaw and other times when the roads are wet. The Contractor shall be liable to the FPCA for the cost of repair of any rutting or other damage to roads and bridges and for replacement cost of adjacent trees, fences or foliage that are damaged or destroyed by the Contractor.

D. Liability and Insurance. Each Member shall be responsible as a principal for any damage to the property of a Member, guest or the FPCA or personal injury to any Member or guest resulting from or occasioned by the acts or negligence of any workman or Contractor employed or retained by the Member *unless* the Member has caused the Contractor to provide adequate liability insurance naming the Flume Placer Civic Association, a Colorado corporation, as a named insured to defend and indemnify the FPCA from claims, suits, liability or damage resulting from the Contractor's activities on the Property. For any project exceeding the total cost of \$7,000, such insurance, to the extent of at least one million dollars per event in coverage, shall be mandatory.

E. Contractor's Observance of the Rules and Regulations. The Member hiring or retaining a Contractor shall be responsible for educating the Contractor about these Revised Rules and Regulations and shall be responsible for the Contractor's compliance therewith. If the construction project is of such magnitude that the Contractor will be required to come onto the Property on several occasions the hiring Member shall secure the signature of the principal of the Contractor on a copy of these Rules and Regulations below a written acknowledgement that he had read, understood and will abide by them.

F. Gate Access. In the event that the Contractor requires frequent access to the Property, the Member for whom the Contractor is engaged shall contact the FPCA Board of Directors and request access to the FPCA construction combination lock. The Member will then be responsible for providing the Contractor with the combination for the lock. The combination for this lock will be changed from time to time by the Board and the Member will be notified of the change. No Member's gate key shall be given to, lent or provided to any Contractor.

VII. ENFORCEMENT

A. General. Article VII, Section 1(b) of the FPCA By-Laws grants to the Board of Directors certain penal powers for infractions of any published rules and regulations. Colorado law provides for enforcement of the Covenants that are recorded on the Property. Notwithstanding these means of enforcement, it is the declaration and intent of the Members who propose and pass these Revised Rules and Regulations that such enforcement should not be necessary within a community of Members whose basic interest is honest, fair and considerate treatment of neighbors, other Members and guests and the preservation of the quality of life that has

characterized the Landis Ranch Estates for more than fifty years. Accordingly, to make this community work to the benefit of all Members these Rules and Regulations must, to the fullest extent possible, be self-enforced by an honor code that all Members adopt and to which they commit themselves.

B. Complaints and Grievances. In the event that a Member perceives that a violation of the recorded Covenants or an infraction of these Revised Rules and Regulations has occurred and the Member cannot satisfactorily resolve the problem with the alleged violator, the following procedures shall apply:

(a) The complaining Member shall deliver to the FPCA President or to a member of the FPCA Board of Directors a written complaint, setting forth the specific Covenant or Rule and Regulation alleged to have been violated. The complaint will provide all available details of the violation, including identification of the violator and the date or dates of the violation and whether the violation is ongoing. The complaint shall contain the name and mailing address of the complaining Member and the date the complaint is lodged.

(b) Within fifteen days of receipt of the written complaint by the President or member of the Board, the Board of Directors will cause the complaint to be delivered to the Member who is the subject of the complaint.

(c) The Member who is the subject of the complaint (“Subject”) shall communicate with the President or the Board of Directors and attempt to resolve the issue/s raised by the complaint. Resolution may be affected by the Board’s dismissal of the complaint, as not meritorious, or the Subject may agree to future action that the Board believes will resolve the problem. If resolution is affected, the complaining Member shall be notified of the details of the resolution. If resolution of the issue/s is not affected within 60 days of the delivery of the complaint to the Subject, then, and in that event, the following procedures shall apply.

(d) The President of the FPCA shall convene a meeting of the complaining Member, the Subject, the President and at least an acting majority of the FPCA Board of Directors. Notice of the meeting will be given to the complaining member and the Subject in writing at least ten days prior to the meeting. This meeting will constitute the “hearing” referred to in Article VII, Section 1(b) of the FPCA By-Laws. The complaining Member will present the allegations of the complaint and the Subject will be provided with opportunity to explain or defend his/her position. Absence of the Subject at the meeting will not constitute a reason for postponement or delay of the proceedings. Absence of the complaining member at the meeting may, in the discretion of the Board members present, be grounds for dismissing the complaint. Following a discussion by those present, the Board members present will meet in executive session, with counsel if necessary, and decide on appropriate action in conformance with the FPCA Articles of Incorporation, the FPCA By-Laws and the laws of the State of Colorado. The action decided upon by the Board of Directors will be communicated immediately to the Subject and the complaining Member and, if appropriate, in the discretion of the Board of Directors, to the Members of the FPCA.

(e) All complaints and the resolution thereof shall be entered into a Complaint Log, to be maintained by the Secretary of the FPCA.

VIII. GENERAL

A. Member's Obligation. It shall be the obligation and duty of Members to instruct their guests and family as to these Rules and Regulations and to supervise and insure their compliance therewith.

B. Guest's. All Guests and users of any Member's property, or Property, are subject to these Rule and Regulations.

C. Ecology. Every Member and Guest shall assume personal responsibility for maintaining and improving the ecological balance and the general good order and appearance of the Property, all to the end of preserving the quality of life, the native values, the pristine appearance and the environment that makes the Property the cherished area that is has been since the inception of the Landis Ranch Estates.