

RESOLUTION 24-01-02
OF
HIGHLANDS RANCH COMMUNITY ASSOCIATION, INC. REGARDING
CHARTER FOR THE ARCHITECTURAL COMMITTEE

SUBJECT: Adoption of a Charter for the Architectural Committee

PURPOSE: To provide a structure for the creation and operation of the Architectural Committee

AUTHORITY: The Declaration, Bylaws, and Articles of Incorporation of the Association and Colorado law

EFFECTIVE DATE: February 20, 2024

RESOLUTION: WHEREAS, the Community Declaration for Highlands Ranch Community Association, Inc. provides, in Article X, that “the approval of the Architectural Committee shall be required for any Improvement to Property on any Residential Site and, if so provided in the Supplemental Declaration covering any Commercial Site..., then for any Improvement to Property on any such Commercial Site.”

WHEREAS, the Highlands Ranch Community Association (“HRCA”) has historically functioned with three arms of the “Architectural Committee”: the Architectural Review Committee (“ARC”), which reviews architectural submissions for Residential Sites; the Design Review Committee (“DRC”), which reviews architectural submissions for Commercial Sites, and the staff review process (“Staff”), which reviews submissions not otherwise reviewed by the ARC or DRC to facilitate timely responses for community members.

WHEREAS, the Board of Directors desires to clarify the respective roles and responsibilities of the ARC, DRC, and Staff, to facilitate timely reviews, ensure aesthetic continuity and harmony, and fulfill the purposes of the Community Declaration.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors adopts the attached Charter for the Architectural Committee of the Board of Directors of Highlands Ranch Community Association, Inc.

PRESIDENT’S CERTIFICATION: The undersigned, being the President of Highlands Ranch Community Association, Inc., a Colorado nonprofit corporation,

certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on February 20, 2024, and in witness thereof, the undersigned has subscribed his/her name.

Highlands Ranch Community Association, Inc.,
a Colorado nonprofit corporation

By: _____
Its: President

HIGHLANDS RANCH COMMUNITY ASSOCIATION, INC.
ARCHITECTURAL COMMITTEE CHARTER

Adopted _____, 2024

WHEREAS, the Community Declaration for Highlands Ranch Community Association, Inc. provides, in Article X, that “the approval of the Architectural Committee shall be required for any Improvement to Property on any Residential Site and, if so provided in the Supplemental Declaration covering any Commercial Site..., then for any Improvement to Property on any such Commercial Site.”

WHEREAS, the Highlands Ranch Community Association (“HRCA”) has historically functioned with three arms of the “Architectural Committee”: the Architectural Review Committee (“ARC”), which reviews architectural submissions for Residential Sites; the Design Review Committee (“DRC”), which reviews architectural submissions for Commercial Sites, and the staff review process (“Staff”), which reviews submissions not otherwise reviewed by the ARC or DRC to facilitate timely responses for community members.

WHEREAS, the Board of Directors of HRCA appoints individuals to the ARC and DRC, and hires employees who select Staff members.

WHEREAS, the Board of Directors desires to clarify the respective roles and responsibilities of the ARC, DRC, and Staff, to facilitate timely reviews, ensure aesthetic continuity and harmony, and fulfill the purposes of the Community Declaration (the “Declaration”).

NOW THEREFORE, the Board of Directors hereby adopts the following Resolution and Architectural Committee Charter.

I. Provisions Applicable to Staff, ARC, and DRC.

- a. Definitions. Capitalized terms shall have the same meaning as set forth in the Declaration.
- b. Criteria for Approval. The Architectural Committee, including Staff, the ARC, and the DRC, shall approve any proposed Improvement to Property only if they deem in their reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of HRCA as a whole; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of HRCA; that the Improvement to Property will not detract from the beauty, wholesomeness and attractiveness of HRCA or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on HRCA. The Architectural Committee may condition its approval of any proposed Improvement to Property upon the making of such changes therein as the Architectural Committee may deem appropriate.
- c. Fees. HRCA shall require the payment of a fee to accompany each request for approval of any proposed improvement to property. The amount of such fee shall be uniform for similar types of proposed improvements or the fee will be determined in a reasonable manner, such as based upon the estimated cost for the improvement to property.
- d. Timing. Any Owner’s failure to complete the proposed Improvement to Property within one (1) year after the date of approval shall be in noncompliance with the requirements for approval of improvements to property, subject to enforcement by HRCA.
- e. Miscellaneous. The Architectural Committee shall treat all applications for Improvements to Property fairly and impartially, without bias or prejudice, and in the best

interest of the Association, seek and rely upon professional guidance as appropriate, and hold open meetings, as required by state law.

- f. No Waiver. No action or failure to act by the Architectural Committee or by the Board of Directors, and no variance granted by the Architectural Committee, shall constitute a waiver or estoppel with respect to future action by the Architectural Committee or the Board of Directors with respect to any Improvement to Property. Specifically, the approval by the Architectural Committee of any Improvement to Property shall not be deemed a waiver of any right or an estoppel to withhold approval or consent for any similar Improvement to Property or any similar proposals, plans, specifications or other materials submitted with respect to any other Improvement to Property.
- g. Nonliability. There shall be no liability imposed on the Architectural Committee, any member of the Committee, any Committee Representative, the Community Association any member of the Board of Directors or Declarant for any loss, damage or injury arising out of or in any way connected with. the performance of the duties of the Architectural Committee unless due to the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Architectural Committee shall not be responsible for reviewing, nor shall its approval of an Improvement: to Property be deemed approval of the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations.
- h. Liaison. The Board shall appoint a Board liaison to the ARC, DRC, or Staff.
- i. Severability. If any portion of this Charter is in conflict with the governing documents of the HRCA, or is deemed unenforceable by statute or regulation, that portion of this Charter shall become void and the HRCA governing document and/or the applicable statute or regulation will take precedence. The remainder of the Charter unaffected by this conflict shall remain in effect.

II. Staff Charter. The role of Staff in the HRCA Architectural Committee is to provide a speedy resolution of architectural submissions for owners within HRCA. In addition, Staff is responsible for maintaining all corporate records relating to architectural submissions as required by Colorado law.

- a. Definitions
 - i. Administrator. The Administrator facilitates the conduct of Staff review of architectural submissions and shall be a Staff member.
- b. Membership. Staff shall comprise such individuals as are designated by the HRCA Community Improvement Services Manager from time to time.
- c. Duties and Responsibilities. Staff shall:
 - i. Issue guidelines or rules relating to the procedures, materials to be submitted and additional factors which will be taken into consideration in connection with the approval of any proposed Improvements to Property and related procedures and other matters for the enforcement of the Community Declaration. Such guidelines or rules may waive the requirement for approval of certain Improvements to Property or exempt certain requirement for approvals, if such approval is not reasonably required to carry out the purpose of the Community Declaration. Such guidelines may elaborate or expand upon the provisions related to the procedures and criteria for approval and enforcement, but no such guidelines will be inconsistent with the provisos or requirements of the Community Declaration, Bylaws of the Community Association or the Highlands Ranch Community District Development Guide or Douglas County Zoning Regulations or Colorado State Law, as applicable.

- ii. Inspect Improvements to Property for completion and compliance with the approved submission.
- iii. Furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith. Any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

III. ARC Charter. The role of the ARC in the HRCA Architectural Committee is to review applications for proposed improvements to Residential Sites that are of a nature that has not been previously addressed by the ARC or Staff or regularly addressed by Staff, or that require consideration of a variance.

a. Definitions.

- i. **Presiding Party.** The Presiding Party is the individual selected to present monthly updates regarding ARC activities to the Board of Directors at the monthly Board meeting or work sessions prior thereto. The Presiding Party must meet the same qualifications as are required by the HRCA Bylaws for election or appointment to the Board of Directors.
- ii. **Administrator.** The Administrator facilitates the conduct of ARC meetings and shall be a Staff member. The Administrator does not vote on ARC submissions.

b. Membership.

- i. The ARC will comprise five to nine HRCA members in good standing who have relevant expertise.
- ii. The Board of Directors appoints and may remove ARC members in its discretion.

c. Term.

- i. ARC members serve for two (2) year terms unless otherwise specified; provided, however, that ARC members may resign at any time.
- ii. The Presiding Party and Administrator shall be appointed by the Board annually at a duly noticed Board meeting, or if not appointed by the Board, may be appointed by the General Manager.

d. Powers, Duties and Responsibilities. The ARC shall:

- i. Conduct meetings each month in accordance with a schedule approved by the Board of Directors annually to review submittals for Improvements to Properties on Residential Sites. Meetings may be conducted electronically, and cancelled or rescheduled with two days' notice by the HRCA General Manager.
- ii. Receive, by submittal and/or appointment, information, data and comments from residents of HRCA and/or other relevant parties, make the committee's recommendation and include resident's comments for consideration of submitted Improvements to Property.
- iii. Review all submittals and conclude its business no later than 11:00 p.m., unless otherwise agreed to by the Administrator.
- iv. Render decisions within thirty (30) days after receipt by the ARC of all materials required, unless such time is extended by mutual agreement.

e. Variations. The ARC may authorize variances from compliance with any of the provisions of the Community Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Variances must be evidenced in writing and will only take effect when approved by a majority of the ARC.

- f. Reporting. An ARC designee, or a member of Staff, will prepare written minutes promptly following each meeting, which shall be approved for publication at the following meeting. The Presiding Party will provide a monthly written or oral report of ARC activity to the Board.

IV. DRC Charter. The role of the DRC in the HRCA Architectural Committee is to review architectural submissions for commercial sites within the community. As such, DRC members will typically have specialized experience in architecture, planning and zoning, engineering, and other real estate professions.

a. Definitions.

- i. Presiding Party. The Presiding Party is the individual selected to present monthly updates regarding DRC activities to the Board of Directors at the monthly Board meeting or work sessions prior thereto. The Presiding Party must meet the same qualifications as are required by the HRCA Bylaws for election or appointment to the Board of Directors.
- ii. Administrator. The Administrator facilitates the conduct of DRC meetings and shall be a Staff member. The Administrator does not vote on DRC submissions.

b. Membership.

- i. The DRC will comprise five to nine HRCA members in good standing who have relevant expertise.
- ii. The Board of Directors appoints and may remove DRC members in its discretion.

c. Term.

- i. DRC members serve for two (2) year terms unless otherwise specified; provided, however, that DRC members may resign at any time.
- ii. The Presiding Party and Administrator shall be appointed by the Board annually at a duly noticed Board meeting, or if not appointed by the Board, may be appointed by the General Manager.

d. Powers, Duties and Responsibilities. The DRC shall:

- i. Conduct meetings each month in accordance with a schedule approved by the Board of Directors annually to review submittals for Improvements to Properties on Commercial Sites.
- ii. Receive, by submittal and/or appointment, information, data and comments from residents of HRCA and/or other relevant parties, make the committee's recommendation and include resident's comments for consideration of submitted Improvements to Property.
- iii. Review all submittals and conclude its business no later than 11:00 p.m., unless otherwise agreed to by the Administrator.
- iv. Render decisions within thirty (30) days after receipt by the DRC of all materials required, unless such time is extended by mutual agreement.

e. Variances. The DRC may authorize variances from compliance with any of the provisions of the Community Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require.

- f. Reporting. A DRC designee, or a member of Staff, will prepare written minutes promptly following each meeting, which shall be approved for publication at the following meeting. The Presiding Party will provide a monthly written or oral report of DRC activity to the Board.

V. **Provisions Applicable to ARC and DRC.**

- a. **Vacancies.** Any vacancy on the ARC or DRC will be advertised in the HRCA communications (Newsletter, website, etc.). Highlands Ranch homeowners wishing to serve on the ARC or DRC may submit a letter of intent, resume, Committee Application Form and Disclosure Statement under the Conflict of Interest Policy to the HRCA Administrative office. The current Members of the Committee will review the application and make recommendations to the Board of Directors. The Board shall act on such recommendations promptly. The position of any ARC or DRC member who misses four or more meetings without excuse shall be deemed vacant without further action by the Board.
- b. **Quorum.** Quorum for any meeting of the ARC or DRC shall be a majority of the voting members of the ARC or DRC present in person or by proxy.
- c. **Conduct of Meetings.**
 - i. Members will display common courtesy and respect for one another, HRCA employees, and community members.
 - ii. Meetings shall be held in the HRCA's administrative offices or such other location as is designated in the notice provided to committee members.
 - iii. Regular and special meetings may be conducted electronically as permitted by the Colorado Revised Nonprofit Corporation Act.
 - iv. The Administrator may call special meetings on an as-needed basis.
 - v. All meetings of the ARC and DRC, including study sessions and workshops, are open to members or their designated representatives, except as permitted by C.R.S. 38-33.3-308(4).
 - vi. Each voting member of the ARC and DRC shall have one vote; any Staff members are non-voting members. A majority vote of the members present is required for a motion to be adopted.
- d. **Ethics and Conflicts.** All ARC and DRC members are bound by Resolution 17-01-03, establishing duties and responsibilities of Directors, Delegates, and Committee Members.
 - i. Each ARC and DRC member will discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she believes to be in the best interest of HRCA.
 - ii. The ARC and DRC members recognize that holding a position which represents the public interest is a public trust. To actively promote public confidence, the ARC and DRC members must be aware of a possible conflict of interest arising in the course of duty.
 1. For purposes of this Charter only, a conflict of interest is described as a situation where the person:
 - has an ownership interest in the matter;
 - will be directly affected by the decision in the matter;
 - believes he has a conflict of interest as defined by an applicable law;
 - or will gain an advantage to relations, groups or associations to whom affiliated.
 2. A committee member experiencing a potential conflict of interest shall declare that interest publicly and recuse himself/herself from the deliberations. Further, the committee member may not discuss the

conflicted matter privately with other committee members voting on the issue.

- VI. Tribunal.** If the Architectural Committee denies, imposes conditions on, or refuses approval of a proposed Improvement to Property, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Community Association and the Architectural Committee within twenty (20) days after such denial or refusal. The Board of Directors or a Tribunal appointed pursuant to the Bylaws shall hear the appeal in accordance with the provisions of the Bylaws for Notice and Hearing, and the Board shall decide whether or not the proposed Improvement to Property or the conditions imposed by the Architectural Committee shall be approved, disapproved or modified.
- a. Role of Tribunal. In the context of Architectural Committee decisions, the Tribunal shall act on behalf of the Board of Directors in hearing appeals submitted by applicants. The Tribunal shall exercise its independent judgment to determine whether Staff, the ARC, or the DRC abused the discretion afforded to it as specified in Paragraph I.b., above.
 - b. Standard of Review. The Tribunal shall review decisions for an abuse of discretion. The Tribunal's review of architectural appeals is not *de novo*.
- VII. Revisions to Charter.** The Board of Directors may revise this Charter at its discretion at any time and shall provide notice to the Architectural Committee of any revisions to the Charter's terms.

Adopted _____, 2024.

President

Attest:

Secretary