

BUCKHORN RANCH
DESIGN REVIEW GUIDELINES
AND
CONSTRUCTION RULES AND REGULATIONS
AMENDED
(July 2018)

I. INTRODUCTION

A. Relationship to Protective Covenants

1. These Design Review Guidelines replace and supersede in entirety all previous Design Review Guidelines, and all addendums and amendments thereto, with the exception of Addendum C, which is attached hereto.
2. These Design Review Guidelines (Guidelines) are supplemental to the Amended and Restated Declaration of Protective Covenants of Buckhorn Ranch (Declaration) recorded in the official records of the Clerk and Recorder's Office of Gunnison County, Colorado, as it may be amended and restated from time to time. The Design Review Committee and the Board of Directors of Buckhorn Ranch Association, Inc. hereby declare these guidelines to be the Design Review Guidelines of Buckhorn Ranch. Owners, or their agents, when submitting plans to the Design Review Committee for approval, should read both the Declaration and the Design Review Guidelines (Guidelines) together. All improvements shall comply with these Guidelines and the Declaration. In the event that the Declaration and Guidelines conflict, the Declaration shall govern.
3. Compliance with the process set forth herein shall not be a substitute for compliance with the requirements of Gunnison County, Colorado or any other applicable governing body. Each Owner is responsible for obtaining all required permits, licenses, and approvals as may be required by Gunnison County, Colorado and any special district or other entity providing services to the Owner's property prior to the commencement of construction. Approval from the Design Review Committee for a proposed project is required prior to obtaining a building permit from Gunnison County.

B. Design Review Committee (DRC)

1. The Design Review Committee shall be appointed by the Board of Directors of Buckhorn Ranch Association, Inc., and shall be comprised of at least three (3) individuals, but no more than seven (7), at least one of whom shall be on the Board of Directors. All members of the DRC shall be Owners at Buckhorn Ranch and in good standing with Buckhorn Ranch Association, Inc., (Association). A majority of DRC members is required to establish quorum and a majority vote of those present in person or by telephone is required for the DRC to take action on a project. A member of the Design Review Committee can resign at any time, by tendering written notice thereof to the Board of Directors. In addition, the Board of Directors may remove a member of the DRC by majority vote at any time. The DRC shall elect among them the officers of the DRC.
2. No residence, garage, accessory dwelling unit, accessory building, building, hangar, shed, fence, stone wall, patio, deck, landscaping except as provided below, or improvement of any kind shall be commenced, constructed, erected or maintained upon any lot, nor shall any hard landscaping be done, nor shall any exterior addition be made, until the plans and specifications have been submitted to and approved in writing by the DRC as set forth hereafter. Improvements shall include but not be limited to all buildings, structures, parking areas, outside hot tubs, driveways, fences, walls, retaining and stone walls, ponds, hard landscaping, patios,

decks, enclosures, pet runs, changes in exterior color or shape, excavation, recreational facilities, and all other site work including without limitation grading, road construction, utility improvements, and any new exterior construction or exterior improvement constructed or completed on the subject property. Jungle gyms and trampolines do not require DRC input or approval.

- a. For general landscaping improvements after construction, such as the addition of a garden, including a rock garden, changing the surface material of a patio, improving a walkway, paving a driveway and other similar upkeep and property improvements, the Owner shall notify the DRC in writing, prior thereto, for a determination of whether the DRC needs to approve the proposed change and whether fees are required to be paid.

3. The Board of Directors is charged with ensuring compliance with these Guidelines. The DRC in conjunction with the Board of Directors shall further have the authority to repeal, alter, revise, change, or amend these Guidelines at any time, as needed in the DRC's and the Board's sole discretion. Written notice of any such change shall be furnished to all Owners following adoption thereof. Notice shall be provided by posting the amended Design Review Guidelines on the Association website. The Board of Directors shall be charged with imposing fines on any Owner who violates these Guidelines, the Declaration, and/or the Construction Rules and Regulations pursuant to an adopted Fine Schedule, attached hereto as Exhibit A, as it may be amended from time to time.

4. All exhibits hereto are incorporated herein by reference and are part of these Guidelines.

C. Application

All improvements within Buckhorn shall be required to follow these Guidelines. Setbacks and other requirements may vary based on lot size, lot combination, and other circumstances. Density on each multi-family lot (M1 Lots) shall be determined and approved by the DRC and the Board of Directors.

1. Concept

- a. These Design Review Guidelines are meant to provide a framework by which to design and complete a proposed project. All proposed projects shall be architecturally compatible with the terms set forth in these Guidelines. Variances are permitted only as set forth hereunder.
- b. Structures and improvements shall utilize as much natural material as possible, be aesthetically pleasing, and be harmonious with and integrated into the surrounding environment.
- c. Designs must be unique and original while still conforming to these Guidelines. Excessive similarity or dissimilarity to other structures within the immediate vicinity will not be permitted, except that in the case of multi-family developments, similarity may or may not be permitted in the discretion of the DRC.

D. Acknowledgement

Each Owner acknowledges that the members of the Design Review Committee may change from time to time and that the interpretation, application and enforcement of these Guidelines for any proposed project, improvement or alteration might vary accordingly. Any proposals, plans or drawings for any completed or proposed alteration or modification shall not be deemed a waiver of any right for the DRC to withhold approval as to any similar proposals for other alterations or modifications.

E. No Liability

The Association, its Board of Directors, officers, and the DRC, including its members, shall bear no liability with respect to any construction-related cause of action, damages, claims, expenses, judgments, etc., arising out of a project approved by the DRC. The Owner is responsible for ensuring that the Owner has obtained all applicable permits, licenses, and is in compliance with all local ordinances applicable to the subject property and project. Furthermore, the Owner is solely responsible for obtaining opinions from qualified licensed professionals, such as architects, engineers, surveyors and the like, that the proposed project meets all county, legal and construction standards. The DRC is not a substitute for any opinion on the suitability or feasibility of any aspect of the proposed project or for a qualified professional's opinion. Any suggestions made by the DRC are merely suggestions.

II. FORMAL DESIGN REVIEW PROCESS

The formal Design Review Process shall be comprised of a Preliminary Plan Review and a Final Plan Review. An Owner or his or her agent is welcome to contact any member of the DRC, or the DRC as a whole, prior to the Preliminary Plan Review to informally discuss the proposed project, with the understanding that the DRC member's statements made during this informal meeting are not binding and do not represent the opinion or position of the DRC as a whole with respect to approval or denial of the proposed project. Prior to designing an improvement, the Owner or his or her agent must review the Design Review Guidelines. An Owner may be accompanied by a maximum of two people for any meeting with the DRC, for a total of three (3) people on Owner's behalf. Children or pets, unless a service animal, are not permitted to attend a DRC meeting. Along with the requirements below, an Owner or his or her agent must submit a completed Design Review Checklist and request for a variance, if any, at the time of review.

A. Preliminary Plan Review.

1. An Owner shall first submit preliminary architectural and site plans to the Association's property management company, meeting the following requirements.

- a. One complete 24"x36" Arch D set of hardcopy (paper) plans, stamped by a Colorado licensed architect or engineer.
- b. A complete digital set of plans (in full 24" x 36" sheet size to scale) in PDF format
- c. The site plan shall be accurate and include existing conditions:
 - i. Lot boundaries

- ii. streets
- iii. utilities and utility location
- iv. proposed improvements
- v. building(s) location
- vi. driveway location
- vii. walkway location
- viii. parking areas
- ix. snow shed and snow storage
- x. dirt storage during construction
- xi. drainage areas
- xii. natural features
- xiii. setbacks
- xiv. right of ways
- xv. easements, including access easements to other Lots and properties
- xvi. any legal and recorded restrictions
- xvii. photographs of the property including photographs of the road immediately in front and adjacent to and by which the lot is accessed.

d. All plans shall include on each and every page:

- xviii. Lot and filing numbers
- xix. Owner, architect and builder's name and mobile contact information

e. Roof and floor plans shall utilize a scale of 1/4 inch equals one foot (1/4" = 1 foot). Architectural elevations indicating both approximate existing and proposed grade lines, finish floor elevations, top of slab elevations, and centerline of road elevation.

f. All plans shall include topography data with proposed two-foot contour line intervals at a scale of 1" equals 20 feet (or larger).

g. Any other proposed improvements, (decks, awnings, greenhouses, gazebos, tennis courts, hot tubs, etc.)

h. Exterior wall selection and details, including chimney, exterior stairs, decks, railings, and supports.

i. Exterior materials shall be noted and shown on the plans.

i. Sample images /examples of all proposed finished exterior materials and colors clearly marked with the Owner's name, mobile number, and lot and filing numbers, accompanied by a typed schedule of specifications of exterior materials and colors to be included with the Final Plan Review.

j. Windows and glass specifications.

k. Exterior lighting in compliance with Gunnison County.

l. Proposed landscaping and irrigation plans, unless otherwise required by the DRC.

m. All site information shall extend to all property lines of the subject Lot(s).

n. In the event the Owner is represented by a builder, architect, or other professional for DRC purposes, the Owner shall provide a signed letter authorizing such professional to proceed on the Owner's behalf with the DRC.

o. Lots shall have all of its corners/monuments staked.

p. A perspective sketch may be required to serve as a visual aid. A scaled model may be requested by the DRC.

q. statement from a licensed architect and/or engineer is required, stating that the height of the proposed project is in accordance with FAA (Federal Aviation Administration) standard for setbacks from centerline of the runway, where required.

B. Procedure for Preliminary Plan Review

1. The Chair of the DRC shall notify all members of the DRC of the new project, if not done so previously, that the Owner's project is ready for Preliminary Plan Review.
2. The DRC's retained architect shall review the proposed Preliminary Plans for compliance with these Guidelines. The architect shall forward the results of his or her review to the DRC, including any non-compliance with the Guidelines, recommendations, proposed changes, and comments between 14 days and thirty (30) days after receipt of the Preliminary Plans if possible. This timeframe is contingent upon the Owner submitting a complete set of plans as set forth herein. Incomplete submissions shall not trigger the 14-day response requirement hereunder. The Owner is responsible for ensuring the plans as submitted are complete and meet the requirements for review set forth herein. In the event the plans are incomplete, the DRC or the property management company shall communicate in writing to the Owner what elements are needed for a complete submission.
3. The preliminary review of each project, including the date, time and location of such review, shall be posted on the Association website for the purpose of public comment in relation therewith. The Owner or the Owner's agent shall notify in writing adjacent property owners regarding the proposed project for public comment purposes, including the date of review. The Owner must provide proof of notice when requested to do so by the DRC. This process must be done in conjunction with Preliminary Plan Review. The DRC acting through the property management company shall keep Owners of adjacent properties apprised regarding the proposed plans and approval process therein.

4. Any required changes to be in compliance with these Guidelines must be made by the Owner or the Owner's agent or architect. It is not the responsibility of the DRC's retained architect, nor the DRC to resolve the non-compliance. It is incumbent upon the Owner to fix any flaws in the presented plans in order to be in compliance with the Guidelines.
5. The Owner may schedule an in-person presentation with the DRC in connection with the Preliminary Plan Review if requested.
6. If the plans presented to the DRC at Preliminary Plan Review meet all of the standards and requirements at such Preliminary Plan Review pursuant to the architect's review thereof, the DRC has the authority to approve the plans at this stage provided such plans meet the aesthetic requirements set forth herein, such that Final Plan Review is not warranted.
7. The DRC written response shall state one of the following: 1) approval of the Preliminary Plans; 2) general approval of the Preliminary Plan contingent upon conditions listed, and upon compliance with the listed conditions, the Owner may proceed to Final Plan Review; or 3) denial of the proposed project, which shall include the reasons therefore.
8. Owners whose plans are generally approved with conditions shall make such corrections or adjustments to the plans and resubmit such corrected plans to the property management company for transmission to the architect. Additional review fees may be required depending on the extent of changes to the plans.
9. Owners whose Preliminary Plans are denied at this stage must resubmit the Preliminary Plans for Preliminary Plan Review, once said plans are amended to meet the requirements of these Guidelines.
10. The DRC may request an inspection in conjunction with this process in the event of a requested variance or another reason warranting a site inspection. The DRC in its discretion may continue the Preliminary Plan Review for a reasonable amount of time if adverse conditions, such as snow, make it impractical to inspect the building site.

C. Final Plan Review

1. An Owner proceeding to Final Plan Review shall submit to the property management company a final set of plans with all required elements as set forth above and meeting all required conditions, if any, requested by the DRC pursuant to the Preliminary Plan Review. The reviewing architect shall receive the final plans from the property management company. The Chair of the DRC shall notify all members of the DRC of Final Plan Review. The DRC shall convene at the soonest fourteen (14) but no later than thirty (30) days after a complete submission of final plans once the final plans are reviewed by the architect. The DRC shall notify the Owner and his or her agent of the date of the meeting for such review. The Owner or his or her agent may attend such meeting but shall give the DRC notice thereof.

2. The Owner bears the burden of ensuring that the submitted final plans are complete with all required information and/or as required by the DRC pursuant to Preliminary Plan Review. Final Plan Review is contingent upon a complete final set of plans. The DRC is not required to perform the Final Plan Review unless the plans are complete.
 - a. The DRC shall review the final plans for compliance with the aesthetic, material and color requirements of the Guidelines as set forth in sections ID, III, and IV herein as the same may be amended from time to time. The DRC may approve the plans or deny the plans if they do not comply with the provisions cited above.
3. The DRC acting through the property management company shall notify the Owner in writing within fourteen (14) days of the DRC's Final Plan Review. The Owner shall receive a letter from the Association's property management company either approving or denying the plans. The official approval shall only be granted once the respective Performance Deposit has been received and all requirements have been met. Upon the foregoing, the DRC shall issue an approval letter for the project to the Owner, which the Owner must also sign in order for the approval to be effective. The Owner must sign all other required documents as well in order for approval to be effective. Once a project is approved, the Owner must commence construction within twenty-four (24) months thereafter. Projects not commenced within 24 months shall be subject to resubmittal to the DRC for review as set forth herein. The Performance Deposit shall be forfeited if construction is not commenced within 24 months from the DRC's written approval. Construction to certificate of occupancy (CO) must be completed within fifteen (15) months of breaking ground, subject an enlargement of time as may be granted by the DRC. A request for an enlargement of time to complete a project must be made prior to the expiration of the 15-month time period. Failure to do so shall subject the Owner to fines pursuant to an adopted fine schedule, and/or possible forfeiture of the Performance Deposit. The approved plans shall be maintained in the office of the property manager company.
4. Any exterior changes to a project, previously approved by the DRC, shall be submitted to the DRC for additional review and approval/denial prior to building the same, within the timeframes set forth herein. Changes made to the structure and submitted to the DRC for consideration thereafter shall subject the Owner to fines set forth in the Fine Schedule, as it may be amended from time to time, possible forfeiture of the Performance Deposit, and/or possible legal action depending upon the circumstances.
5. The action of the DRC on a Final Plan Review shall be final, subject to appeal to the Board of Directors and thereafter, the right of judicial review pursuant to Colorado law. In denying a project at Final Plan Review, the DRC shall in writing set forth with particularity the reasons for said denial. The Owner shall have the opportunity to resubmit Final Plans to the DRC for Final Plan Review, correcting or amending the items stated by the DRC as the reason for denial so as to bring the proposed project into compliance with these Guidelines and the Protective Covenants, to the extent applicable.

6. Any documents signed by the property management company shall have the full force and effect of a document signed by the DRC.

D. Fees

1. Review Fee. An Owner shall tender payment in the amount of \$700.00 to serve as the DRC review fee at the time of the Preliminary Plan Review. Said fee is nonrefundable. An additional fee may be required in the event of additional submittals, resubmittals or problematic submittals requiring significant additional review time by the architect and the DRC. This fee shall be assessed for any submittals beyond the second denial or disapproval.
2. Architect's Fee. If an architect is engaged, the architect's fee is included in the Review Fee.

- E. Performance Deposit. As a condition of receipt of written final approval, whether that occurs at Preliminary or Final Plan Review, an Owner shall submit a Performance Deposit in the amount of \$10,000.00 for projects to be built upon M2 and M3 lots, as well as accessory dwellings, remodels and airplane hangars. A Performance Deposit in the amount of \$20,000.00 shall be required for single-family residences on lots other than M2 and M3 lots. A Performance Deposit in the amount of \$30,000.00 shall be required for single-family residences and accessory dwellings and/or airplane hangars built within the same phase. A Performance Deposit of \$10,000.00 per unit shall be required for multi-family projects. A Performance Deposit for smaller projects is set forth in Section II. M below. The refund of Performance Deposit shall be subject to, but not be limited by the following:

1. failure to build according to the approved plans, including all finished landscaping and site reclamation.
2. failure to complete the project in a timely manner (15 months), whether or not an enlargement of time has been granted;
3. untimely application for an enlargement of time by which to complete a project;
4. property damage to adjacent lots;
5. repair of road damage in front of and adjacent to the the project;
6. violation of the Declaration of Protective Covenants;
7. violation of the Design Review Guidelines, including Construction Rules and Regulations;
8. imposition of and unpaid fines pursuant to the Declaration and/or Design Review Guidelines, Construction Rules and Regulations; and/or
9. other associated fines, damages and costs related to the foregoing.

The Owner shall notify the property management company when project construction is complete, including landscaping and site reclamation for final inspection purposes.

For the purposes of this provision, completion is performance of the plans as approved by the DRC. Subject to violations and unpaid fines and other reasons as set forth above, the Performance D shall be refundable to the Owner within thirty days of final review of the project and inspection by the DRC.

- F. Road Fee. In addition to the Performance Deposit, an Owner shall also tender a non-refundable Road Fee to the Association for the impact to the roads by construction vehicles. For single family residential projects of 3000 square feet or less, the amount of the Road Fee shall be \$2000.00. For single family residential projects greater than 3000 square feet, the amount of the Road Fee shall be \$3000.00. The amount of the Road Fee for smaller projects shall be within the discretion of the DRC and the Board of Directors. The above formula for the Road Fee shall apply to multi-family projects on a per unit basis.

G. Progress Inspections

1. The DRC may conduct random site visits as well as quarterly progress updates from time to time, scheduled or unscheduled, to inspect all work in progress and to ensure compliance with the plans as approved by the DRC, the Declaration of Protective Covenants, or the Design Review Guidelines. In the event of non-compliance, the DRC shall give written notice thereof to the Owner or the Owner's agent. Absence of such inspections or notifications during construction shall not constitute either approval of the work in progress or a waiver thereof.
2. An Owner shall bring his or her project into compliance within ten (10) days of receipt of any written notice of insufficiency with respect to the approved plans. An Owner may request additional time to correct for good cause shown. Failure to correct shall subject the Owner to the imposition of fines, pursuant to the Fine Schedule, as it may be amended from time to time, and/or possible legal action.
3. The DRC architect shall perform two site inspections during the course of construction: 1) in conjunction with Gunnison County's framing inspection; and 2) upon completion of the project as approved by the DRC.

H. Improvement Location Certificate (ILC) or Improvement Survey

1. Due to setback restrictions and lot size within Buckhorn Ranch, all applicable building corners must be staked by a professional land surveyor (PLS) prior to any placement of concrete foundation footings. The PLS will prepare an ILC showing all building corners are within the required setbacks. The ILC will be kept on file in the Association's property management company's office.
2. Upon completion of construction, the Owner shall provide to the DRC a final ILC performed by a licensed, registered surveyor (or engineer) attesting that:
 - a. the building, including any applicable design features as described herein, is located within the mandatory setbacks and building envelope;
 - b. the building foundation is located as approved in Final Plan Review; and

- c. the building foundation elevation is in compliance as approved in Final Plan Review (+/- one foot tolerance).
3. The ILC shall further include the location of the residence on the lot, in addition to any other improvements on the subject property.
4. Any deviations from the above tolerances shall be subject to fines imposed by the DRC Board pursuant to the Fine Schedule, as it may be amended from time to time and/or potential legal action.
5. The ILC shall be kept on file at the property management company offices.

I. Final Project Inspection

1. The Owner or the Owners' agent shall notify the property management company in writing when the Owner's project is complete and ready for inspection.
2. Within ten (10) days of receipt of written notice, or as soon as practicable thereafter, the DRC shall conduct a final inspection of the project, including the road in front of and adjacent to the project. If the DRC or its architect finds that that project is not completed in accordance with the approved plans, the DRC shall issue written notice to the Owner of non-compliance, including any non-conforming or incomplete work. Said notice shall either 1) require the Owner to correct the non-conforming aspect or complete the incomplete element of the project, if possible, by a date certain, and failing that, the commencement of legal action; or 2) fine the Owner therefore, according to the Fine Schedule, as it may be amended from time to time. The choice of remedies pursued shall be within the sole discretion of the Board of Directors with recommendation by the DRC, taking into account the circumstances.

J. . Construction Rules and Regulations. In addition to the applicable provisions of the Declaration of Protective Covenants, the Owner shall comply with any and all Construction Rules and Regulations with respect to the construction of the proposed project. Failure to comply with the same shall subject the Owner to the imposition of fines per the Fine Schedule, as it may be amended from time to time, and the policy governing the same.

K. Other: Storage of construction materials on any lot prior to the commencement of construction is not permitted.

L. Variances

1. For good cause shown and special circumstances, an Owner may apply for a variance from these Guidelines and/or the Declaration of Protective Covenants. A variance shall only be granted upon a finding of "undue hardship." The Owner shall bear the burden of establishing undue hardship were the DRC not to grant the variance application.
2. The application for a variance shall contain a detailed explanation of the reasons therefor, any applicable fees, and any supporting documentation.
3. An Owner shall submit the request for a variance at Preliminary Plan Review or as needed during the construction process. A variance application must be

submitted to the DRC prior to the construction which is the subject to the variance has commenced. Otherwise, it will be denied, and the Owner shall be subject to the imposition of fines per the Fine Schedule, as it may be amended from time to time, and/or possible legal action.

4. For variances requested during construction, the DRC shall hear the request as soon as possible, prior to the installation/execution of the variance as if it were requested at Preliminary Plan Review.
5. Criteria for Approval: In granting a variance, the DRC shall find all of the following:
 - a. There are special circumstances or conditions with respect to the land, topography, natural features, vegetation or other matters on the subject lot or for the subject project which would render strict compliance with these Guidelines and/or the Declaration of Protective Covenants impracticable if not impossible;
 - b. That such special circumstances or conditions are unique to the particular use for which the Owner requests a variance, and does not generally apply to all uses;
 - c. That such special circumstances or conditions were not created by the Owner;
 - d. That the granting of the variance is in general harmony with the purpose of these Guidelines and the Declaration of Protective Covenants, and will not be materially detrimental to the Owner's neighbors living in the general vicinity of the project, or to the subdivision as a whole; and
 - e. That the variance does not depart from these Guidelines and/or Declaration of Protective Covenants any more than necessary.
6. All variance requests are made on a case-by-case basis. The DRC shall forward the variance application to the Association's Board of Directors, which shall also carefully consider the variance application. Any variance granted by the DRC shall not set any precedent for any future decisions.

M. Small Project Performance Deposit: Small projects with a budget of less than \$20,000, including but not limited to fences, stone and retaining walls, parking areas, driveways, outside hot tubs, sheds (depending on the size), ponds, hard landscaping, patios, decks (depending on the size), enclosures, solar panels, pet runs, and changes in exterior color or shape may not be required to go through the two tiered review process. An Owner engaging in a small project shall notify the DRC in writing for a determination of the extent of the review. A Review Fee may be required in a lesser amount as the Review Fee for a residence or larger structure. A Performance Deposit in the amount of \$1000.00 will be required for small projects.

III. SITE DEVELOPMENT

A. General Site Development Standards

Each building site has its own specific qualities and characteristics. Each site plan shall be carefully reviewed by the DRC to determine, among other things, whether existing features are respected, integrated when possible, and sensibly utilized. Plans should minimize disturbance of existing terrain to the greatest extent possible, and observe and respect natural drainage patterns, if possible, with the understanding that drainage patterns should flow away from a structure. The arrangement of all functions, uses and improvements of the site should reflect the natural strengths and limitations thereof, while taking into account the natural characteristics of the adjacent lots. The structures and elements of the site design should be integrated into a unified whole, except in those situations where separation is warranted. Taking into consideration the basic character of the site and the nature of the proposed uses, the development should be visually harmonious with the landscape and adjacent properties.

1. Filling, mounding, or grading for the purpose of raising the natural lot grade shall be closely scrutinized and evaluated on a case by case basis. Raising grade, unless for good cause shown, is discouraged. Height restrictions are measured from existing grade.

B. Setbacks/Building Envelope

1. For large lots existing outside of the Lot M2 and M3 classifications, including M1 Lots, there shall be a thirty (30) foot setback from the front lot line, and fifteen (15) foot setback from the side and back lot lines defining each lot. For smaller lots within the Lot M2 and M3 classification, there shall be fifteen (15) foot setback from the front lot line, and seven and half (7 ½) foot set back from the side and back lot lines defining each lot.
2. Each structure shall be built within the designated setback, including all types of overhangs. All overhangs must be clearly shown on the site plan and will be evaluated for snow shed areas.
3. No structure of any kind on large lots shall be built closer than thirty (30) feet to an adjacent road, or fifteen (15) feet for smaller lots in the Lot M2 and M3 classification areas to a lot line which adjoins or is adjacent to a platted road.
4. Building design should step the structure(s) with the slope to minimize disturbance and grading for access and drainage.
5. Runway lots shall be subject to the same setbacks as set forth above and shall also conform with any applicable FAA rules and regulations..

C. Combined Lots

1. An Owner who owns two adjacent lots may combine such lots with consent from the DRC and the Board of Directors. An Owner must still comply with all county requirements for the same.
2. The setback requirements for combined lots will be determined by the total square footage of the combined lots.

3. The maximum Gross Residential Floor Area (GRFA) for combined lots shall be 10,000 square feet. See Section IV (J) for minimum GRFA requirements.
4. The Owner shall be required to execute a written agreement with the Association, acting through its Board of Directors.

D. Retaining Walls

1. Retaining walls shall be less than four (4) feet in height. Retaining walls taller than four (4) feet shall be subject to a variance, shall be terraced or stepped in height to minimize (visual) impact, and shall be designed by a licensed and registered engineer.
2. Retaining walls shall utilize natural stone and rocks/boulders. Exposed and/or painted concrete, masonry units, and treated wood products are not permitted. Concrete retaining walls must be faced with stone or other approved materials.

E. Fences

1. Individual Lot Perimeter Fences.

- a. Two or three split rail fences shall be permitted with a maximum height of four (4) feet. Stone walls/pillars shall be subject to DRC review. Individual Lot Perimeter fences shall be built on the lot line. However, no fencing is permitted in the front of the primary structure. Fences must be natural in color, or stained a natural color. Split rail or wood picket fences shall be permitted with a maximum height of four (4) feet.
- b. Barbed wire fences are prohibited as perimeter lot fences and shall only be used for the subdivision perimeter fence, and for restricting approved livestock.
- c. Stockade or corral fences are not permitted as perimeter lot fences.

2. Privacy Enclosures and Fences

- a. Outdoor areas, such as patios, hot tubs, decks, entries, courtyards, and gardens may be enclosed by privacy enclosures, screens or fences, not to exceed six (6) feet in height.
- b. Materials and finishes shall be harmonious and compatible with the main structure on the property. Privacy enclosures shall be limited to the lot's building setbacks. A privacy enclosure shall not exceed 800 square feet of enclosed area within the property.

3. Subdivision Fences

To preserve the ranch feeling, fences historically used in ranching communities shall be used to define the perimeter of Buckhorn Ranch proper. Barbed wire with wood posts is permitted; however, split rail is preferred.

4. Pet Enclosures/Runs

- a. Pet enclosures and dog runs shall be restricted to the side or rear of the building envelope, and shall not exceed 300 square feet in enclosed area or length for a dog run.
- b. Invisible electric fences are encouraged. However, metal chicken wire fencing is permitted so long as such wood or rails are the posts for such fencing.
- c. With the exception of invisible fences, pet enclosures and dog runs shall be located within the lot setbacks.
- d. All fences, privacy enclosures and dog runs shall be approved by the DRC prior to construction or installation.

F. Exterior Lighting

1. All exterior lighting shall comply with the Gunnison Land Use Resolution (LUR), as it may be amended from time to time.

2. Exterior lighting shall be non-obtrusive, shall not spill onto adjacent properties, shall aim downward and shall not remain on all night. Exterior lighting shall be generally compatible with the primary structure on the property to the extent possible.

3. Exterior lighting for driveways, walkways, landscaping, front doors, address signage and the like is permitted subject to DRC approval.

G. Signage. No signs are permitted in the subdivision, except for the following, which are subject to DRC approval:

1. Standard real estate "for sale" signs;
2. Address signs, not to exceed 1 foot by two feet (1x2) in dimension;
3. Contractor and construction professional signs not to exceed 3 feet by 3 feet (3X3) in dimension;
4. Required legal proceeding signs
5. Signs shall not exceed four feet in height from grade;
6. Additional signage language can be found in the Rules and Regulations published for the subdivision.

H. Trash Receptacles and Recycling Bins

1. All trash receptacles and recycling bins used for solid waste, garbage and the like shall be bear proof and shall be enclosed in a garage or shed/structure built for that purpose, using materials and forms complementary to the primary structure on the lot.

2. Additional language on trash receptacles and recycling bins can be found in the Rules and Regulations published for the subdivision.

I. Outside Pools. Outside pools on residential lots are not permitted per the LUR.

J. Airplane Hangars

1. Hangars are permitted only on lots adjoining the runway. Hangar height and structure shall be governed by the Federal Aviation Administration regulations for private runways, and shall be subject to DRC approval.

2. Hangars shall be constructed with materials compatible with the primary structure on the subject lot. Steel hangars, or hangars having an industrial appearance are not permitted.

3. Hangar location on the lot shall have the least visual impact as possible to surrounding properties. Location of hangars on runway lots shall be 'staggered' to neighboring hangars in order to avoid an industrial row-like appearance. Hangars shall be separate from the primary residence.

4. Landscaping shall mitigate the visual impact of the hangar. Large trees may be required to help mitigate the visual impact of airplane hangars.

K. Utilities

1. All exterior utility site locations shall be noted on the proposed plans and subject to DRC approval.

2. All utilities shall be constructed underground and shall be carefully coordinated with existing site conditions so that minimal disturbance occurs.

3. Connections from trunk lines to individual structures shall also be underground.

4. Sewer line installations, prior to backfill, shall be individually inspected by the local governing agency responsible for the subdivision's sewer service.

L. Garages

1. Garages are required for each Lot. Car ports are not permitted. Garages shall be at the minimum large enough for two cars.

2. Garage materials, siding and roofing shall be constructed with material compatible with the primary structure.

3. All garage doors shall be sided with materials compatible with the main structure. Exposed garage door base material is not permitted.

M. Phased Projects. Projects comprised of multiple residences, whether single family residences or multi-family residences within several buildings, proposed to be built contemporaneously with one another in the same neighborhood shall be reviewed on a case-by-case basis. Specifically, the DRC retains discretion to require phased

start dates for each building so as to lessen the impact on the neighborhood and community. In addition, Owners shall be required to provide and the DRC shall scrutinize parking plans, construction schedule, contracts for third parties, snowshed, snowmelt and snow removal plan, dirt storage plan, quarterly project updates and neighborhood considerations. The preceding list is not exhaustive and the DRC is authorized to request additional information so as to minimize the impact on the neighborhood and community. Each project described herein shall be required to provide additional planning and documentation as requested by the Board of Directors and in the DRC according to the project details.

IV. ARCHITECTURAL STANDARDS

A. Intent and Concept

1. In addition to I D. Concept, all single family structures, commercial buildings and other buildings within Buckhorn Ranch shall be original and distinguishable from other structures in Buckhorn Ranch, while being harmonious with the surrounding environment as a whole. Certain minor design elements may be repeated from improvement to improvement. Plans that duplicate or are substantially similar to existing structures within Buckhorn Ranch shall not be approved. Buildings on a multi-family lot may be similar in the DRC's discretion.
2. Creative solutions and quality design are expected of all proposed project submittals to the DRC.
3. Natural stone, timber, rocks and reclaimed elements are encouraged to promote rustic elegance and quality. The rural and historic ranching nature of Buckhorn Ranch shall be observed with regard to use of materials, colors, and architectural design.

B. Siting

1. The structure shall be located within the setbacks in such a way as to maximize the following qualities of the site:
 - a. visual and climatic exposure;
 - b. existing slopes, topographic features, and vegetation; and
 - c. impact to neighboring sites.
2. Proposed projects shall make use of existing vegetation and topographic features to enhance building design and site improvements. The design of such spaces shall coordinate building construction and design, and using similar material from one to the other element, when feasible.
3. Paving shall be compatible in color and texture, if possible, to the primary residence.

- C. Foundations. Concrete or block foundation walls shall not be exposed above finished grade. Finished concrete or block foundation walls shall be faced with materials to

match the exterior walls, such as masonry work, or non -reflective metal finish and rusted metal flashing.

D. Roofing

1. Roofing materials shall be harmonious in color and texture with the structure and neighboring properties. Permissible colors are rusted, brown, grey, and other approved earth-tone colors. Copper valleys are permitted. All buildings within a lot shall have similar roof material, color and style.
2. Concrete or clay tile, asphalt shingles, slate, light or bright colored roofs, reflective or shiny roofs are not permitted.
3. Wood shingle or shake roofs are permitted, while finished or standing seam roofs are preferable. Metal roofing must be finished in order to be approved by the DRC. However, rusted roofing is permitted.
4. Pitch shall be a minimum of 6:12 on 75% of the roof.
5. No unbroken roof plane shall be longer than 30 feet, including roof overhangs. A minimum of one foot per overhang is required and shall be located within the designated setback. Dormers on or offset from the ridge will be accepted as breaking up the roof plane, i.e., the ridge may be longer than 30 feet if the adjacent roof plane has dormers or other features.
6. Asymmetrical roof forms are preferable. The roof profile shall be irregular and varied. The overall shape and articulation of each roof shall be sufficiently irregular to avoid boxiness or significant massing. Accessory/secondary roofs are encouraged, such as dormers, gables and covered entry ways. Secondary roofs shall be allowed to utilize a secondary material, so long as the material is harmonious to the overall design theme of the proposed structure.
7. On sloping sites, the roof should mimic a corresponding stepping with natural grade, if possible.
8. All roofs should be designed for a total live load of 100 pounds per square foot. Retention and non-retention of snow loads shall be considered when reviewing the proposed roof.
9. Plumbing stacks shall be grouped in attics to minimize the number of required penetrations. Furnace and fireplace flues and chimney caps shall be finished to blend with the roof and architecture.
10. Solar panels and collectors are permitted and shall be fully integrated with the roof design and shall be parallel to the roof surface. All roof furnishings, accessories and flashing shall be painted the match the roof. Stand-alone solar panels are not permitted.
11. Skylights shall not exceed 4 inches above the roof's surface.

E. Exterior Materials and Finishing

1. Exterior material colors shall integrate well together and shall be in muted earth tones, whether by paint or stain. Bright colors for siding is not permitted; however, trim areas using highlighted colors will be subject to DRC review.
2. Reflective or contrasting finishes are not permitted.
3. Exterior materials shall integrate well with one another.
4. Permissible exterior materials are appropriate woods, stuccos, timbers, metals, brick and natural stone masonry. Vinyl, masonite, plywood, or aluminum siding is not permitted. Synthetic stone will be considered on a case-by-case basis and presentation of samples may be required prior to approval.
5. Other materials not listed herein shall be considered on a case-by-case basis, using the intent and overall concepts set forth herein as the standard for approval or denial, as the case may be.

F. Decks, Balconies and Railings

1. Decks and Balconies are permitted, but shall not be so large as to create imbalance to the structure as a whole when viewed in totality.
2. Railing materials are limited to wood, hog wire, metal, cable rail, log or wrought iron or some combination thereof. Solid or opaque railings are not permitted.
3. All railings shall be a finished material and shall not be constructed of general framing lumber and/or plywood.

G. Windows and Doors

1. Permitted materials for windows shall be wood, vinyl-clad or metal. No shiny or reflective colors are permitted. Bright colors are not permitted.
2. Reflective glass windows are not permitted.
3. Windows shall be proportional to wall size.
4. Door materials are limited to wood, fiberglass, vinyl, or non-reflective metal. Wrought iron doors will be reviewed on a case-by-case basis.
5. Door colors will be reviewed on a case-by-case basis. Unpainted or unfinished metal doors shall not be permitted.

H. Chimneys

1. Chimneys are a strong visual element of a home and an important aspect of design theme. They should relate in form and materials to the design style of the primary structure. Chimneys shall be constructed of stone with cut stone caps, rusted metal, or decorative metal spark arrestors. Decorative structures covering spark arrestors, chimney pipes or caps must also relate in form and materials to the design style of the primary structure. Wood or metal sided chimneys shall not be permitted.

2. Decorative structures, including framing members, must appear heavy in nature and be of a mass consistent with the material used on the structure itself.
3. Mechanical flues and vents shall be consolidated and enclosed within the chimneys. All exposed metal flues or pipes on the roof shall be enclosed or painted to match the approved roof color.
4. Chimneys shall comply with the applicable fire code.

I. Minimum and Maximum Residential Size

1. The GRFA for large single family lots outside of the Lot M2 and M3 areas shall not be less 2500 square feet, excluding
 - a. accessory dwelling;
 - b. any square footage less than seven feet in height;
 - c. porches or decks;
 - d. garage;
 - e. hangar; unfinished basement (for single family residences only).
2. For small lots within the Lot M2 classification, the GRFA shall not be less than 1800 square feet.
3. For small lots within the Lot M3 classification, the GRFA shall not be less than 1800 square feet.
4. The maximum of total GRFA of all structures on one lot shall not exceed 10,000 square feet.
5. Multi-family units with less than three bedrooms shall be no less than 800 square feet and no more than 1200 square feet.
6. Multi-family units with three bedrooms or more shall be no less than 1200 square feet.
7. GRFA for paragraphs 2-6 above shall exclude those items set forth in paragraph 1a-e above, as applicable.

J. Heights

1. The maximum height of all structures within Buckhorn Ranch shall not exceed 35 feet at their peak from average natural grade. Special consideration will be given to structures located on lots with steep natural grade.
2. Residences built adjacent to the runway shall also comply with the FAA regulations for private runways.

3. Cupolas, weather vanes, chimneys, flag-poles, and other architectural accessories shall not exceed 20% of the building height at its highest point.
4. Gable height shall not exceed 30 feet in accordance with the LUR.

K. Runway Lots

In addition to required compliance with these Guidelines and Construction Rules and Regulations, all runway lots shall comply with the FAA rules and regulations regarding construction on lots adjacent to privately owned runways.

L. Driveways. Driveways shall comply with the LUR on the same.

M. Accessory Structures

1. Accessory structures such as greenhouses, sheds, gazebos, accessory dwellings, shall adhere to these Guidelines in terms of siting and design. Massing and scale, as well as form, materials and other detailing should be coordinated with the primary structure so that all buildings are integrated well within the same design theme of the property.
2. Detached accessory structures are permitted on combined lots. Combined M2 and M3 lots shall comply with M2 and M3 setbacks. The GRFA shall not exceed 1000 square feet, excluding any porches, an unfinished basement or garage. Careful consideration will be given to accessory structures on combined lots and proposed parking, storage, and other site specific needs will be assessed by the DRC at Preliminary Plan Review.
3. A maximum of two accessory structures shall be permitted on any lot. On combined lots, only one of these structures shall be an accessory dwelling.
4. Accessory structures shall be allowed on large lots. Accessory structures' GRFA shall not exceed 30% of the main home GRFA or 1000 square feet, whichever is less.
5. The proposed accessory structure should not appear to 'crowd' or over-mass the property as a whole.
6. Accessory structures are not permitted on uncombined lots within the M2 and M3 classification.
7. Accessory structures shall utilize materials and a design that are harmonious and compatible with the primary structure.

N. Fireplaces and Wood Burning Devices.

1. Each building may contain one wood-burning fireplace or stove. Each wood-burning fireplace or stove shall be equipped with emission controls providing the maximum protection reasonably available as to the emission of pollutants and shall comply with the EPA Phase II (Colorado Phase II) Requirements contained

in the Colorado Department of Health and Environment's Regulation No. 4, as in effect and as it may be amended from time to time.

2. Additional fireplaces or stoves shall be gas-burning. All other fireplaces shall be subject to restricted use or non-use pursuant to local or county ordinances on the same then in effect. Additional fireplaces shall be gas burning fireplaces to minimize pollution.
- O. Fire Protection/Interior Sprinkling Systems. Fire protection and interior sprinkling systems shall comply with the applicable governmental entity's requirements and shall be subject to DRC review.

V. LANDSCAPE STANDARDS AND IRRIGATION DITCH PRESERVATION

- A. Intent. Two irrigation ditches cross this subdivision. Any improvement, including landscaping, shall not interfere with any water rights owned by various ranching entities, or negatively affect the two ditches that cross the subdivision.
- B. Landscape Concept
1. The landscape concept should include rear and side yards, as much as the front yard. The concept shall be refined and elegant. The landscape plan for a proposed project shall be integrated with the neighboring properties. Attention shall be paid to natural sage vegetation, earth forms, drainage patterns and site drainage, soft-scape plant forms and placement, hard-scape materials and design and ground plane treatments. The concept shall include development of outdoor areas and spaces through the use of landscape berms, hedges, plant forms and plant groupings. Berms should be smooth, gently rolling and blend naturally with the finished lot over grade.
 2. Landscaping should reduce the overall massing of the lot and structures thereon.
- C. Plan Preparation
1. Each Owner in submitting a landscape plan to the DRC for review shall have said landscape plan prepared by a qualified and licensed professional. The landscape plan shall be reviewed in great detail.
 2. The landscape plan shall be prepared at a scale of 1" = 20 feet or larger and shall include the existing roads, rights-of-way, easements, property lines, building envelopes, proposed plant location and material with a plant list to include quantities, common and botanical plant names and sides. The landscape plan may be on the site plan, or submitted as a separate plan. Planting of grass and lawns immediately around the residence is strongly encouraged.
 3. Culverts shall be properly sized to allow storm drainage at driveways, and shall be designed by a qualified and licensed engineer.
 4. Landscaping shall be completed no later than 12 months after the certificate of occupancy is issued.

5. Landscaping shall be completed in accordance with the approved plans in order for an applicant to apply for the return of the tendered Performance Deposit.
6. Any landscaping installed on road right-of-ways may be removed by the Association at any time. Neither the Association nor any plowing contractor shall be responsible for any damage to landscaping installed on road right-of-ways.

D. Maintenance

1. All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include but are not limited to watering, weed removal, mowing, pruning and removal of dead or dying plant material.
2. Failure to maintain landscaping shall result in enforcement as set forth pursuant to the subdivision's Rules and Regulations and the imposition of fines pursuant to the Fine Schedule, as it may be amended from time to time

E. Materials

1. Soft-scape materials including native trees, shrubs, ground cover, and other plantings, shall be a size, quantity, and quality appropriate to the mass, scale and proportion of the improvements on the lot.
2. Hard-scape materials, such as rocks, boulders, mulch, paving, deck and patio surfaces, steel edging, site lighting and other features shall be compatible and harmonious with the improvements, and surrounding neighborhood.
3. Stone or gravel mulch with unnatural, harsh, or high color contrast is not permitted. Stone or gravel shall not be used as ground cover, except for driveway surfaces, and in planting beds not to exceed 100 square feet per bed.

- F. Gardens and Xeri-Scaping. Flower gardens and beds are a desirable landscape element and are strongly encouraged. Wildflowers and xeri-scaping are encouraged. Vegetable gardens are also permitted.

G. Landscaping Irrigation

1. All landscaping and landscaping irrigation shall conserve water to the greatest extent possible. Maintenance practices shall conserve water.
2. All irrigation systems shall be designed and installed in compliance with any and all applicable governmental or local ordinances and codes.
3. An automatic landscape irrigation system or drip irrigation system is strongly encouraged for all developed lots. System designs should utilize current technology for water conservation.
4. Irrigated turf lawn shall not exceed 1000 square feet.

- H. Approval and Completion. All landscape and irrigation plans shall be reviewed and approved by the DRC at final review.

I. Performance Guarantee for Landscaping Installation

1. An Owner shall complete his or her landscape plan, including irrigation systems therefor, in compliance with the plans approved by the DRC.
2. In the event an Owner fails to complete the landscaping plan in accordance with the approved plans, the DRC shall have the right to remedy such non-performance, which shall include any applicable fines per the Fine Schedule, as it may be amended from time to time.
3. The DRC may complete the landscaping plan at the Owner's expense pursuant to the approved landscape plans. The DRC shall also have the right to remedy non-maintained or improperly-maintained landscaping by removing and/or replacing the same, at the Owner's expense.
4. Prior to the DRC taking action, the DRC shall deliver to the violating Owner a notice of violation, giving the Owner ten (10) days to remedy such violation, as well as notice of any applicable fines.

VI. VIOLATIONS AND ENFORCEMENT

- A. Enforcement. These Guidelines shall have all enforcement mechanisms as set forth in the Declaration, including lien rights, and are enforceable in the same manner and shall have the same force and effect as the Declaration.
- B. Fines. An applicant or Owner who violates these Guidelines, including the rules and regulations in connection therewith, shall be subject to the fines as set forth in the Fine Schedule, as the same may be amended from time to time. The DRC shall recommend to the Board of Directors when a violation has occurred and thus a fine at issue. The decision to impose the fine, subject to the Association's policy thereon, shall be within the discretion of the Board.
- C. Attorney Fees and Costs. An applicant or Owner who violates these Guidelines shall be responsible for attorney fees and costs incurred by the Association for the enforcement of these Guidelines.
- D. Payment. Payment for fines and attorney fees and costs shall be invoiced to applicant or Owner by the Association. Payment therefor shall be due 30 days thereafter.
- E. Personal Obligation. All fines and attorney fees and costs shall be a personal obligation of the Owner/applicant and shall bear interest at 18% per annum if not paid by the due date. Other late fees may accrue if determined appropriate by the Board of Directors of the Association.

VII. EXHIBITS

- A. Fine Schedule
- B. Construction Rules and Regulations
- C. Project Acknowledgement Form
- D. Addendum C

