

**ARCHITECTURAL STANDARDS, DESIGN & CONSTRUCTION GUIDELINES  
FOR PRISTINE POINT AT CRESTED BUTTE  
ADOPTED JULY 12, 2004**

Article 5.3 of the Pristine Point Declaration of Protective Covenants ("Covenants") provides for Architectural Standards to assist Owners with the preparation and approval of plans for all "Changes in the Existing State of Property" relating to development of vacant lots or modifications of existing homes. The purpose of this document is to clarify the Architectural Standards for Pristine Point in relation to the Design, Architectural & Construction Guidelines for Meridian Lake Park, and in relation to the Gunnison Country Land Use Requirements ("LUR"). These Architectural Standards shall be taken in the same context as "Rules and Regulations" as defined and permitted by the Colorado Common Interest Ownership Act.

**BACKGROUND:** Pristine Point (also referred to as Filing 4) is the final subdivision of the overall Meridian Lake Park development (MLPC). The Architectural Control Committee (ACC) of the Pristine Point Owners' Association (PPOA) is responsible for enforcing our Covenants and these Architectural Standards. The Architectural Control Committee of MLPC is responsible for enforcing the Covenants and the Design, Architectural & Construction Guidelines for the entire development. MLPC is often referred to as the "Master Association" given this broad responsibility. Owners must be aware that they are obligated to meet the requirements of both groups, as well as the County building requirements specified in the Gunnison County Land Use Resolution (LUR), as that document may be amended from time to time.

## **SECTION 1 INTRODUCTION**

The Covenants and Architectural Standards are intended to protect the investments and life styles of all our Owners by ensuring that all lot improvements conform to the standards established for our carefully planned residential community. Since MLPC already has published a very complete set of Design Guidelines, including a checklist that should be used for PPOA projects, the Pristine Point Architectural Standards will focus on the Covenants as they relate to design and construction.

Owners should note that Article 12 of our Covenants states that any conflicts between MLPC Guidelines and PPOA guidelines will be resolved by adherence to "the more restrictive provision."

## **SECTION 2 DESIGN REVIEW PROCESS & GUIDELINES**

**Preliminary Plans** Owners are encouraged to submit preliminary plans for new residences or for "substantial" remodels to the Pristine Point and MLPC Architectural Control Committees ("ACCs") as soon in the design process as possible. This action will alert the ACC(s) to the proposed project and will allow for early input to identify any areas of concern and to provide guidance that should facilitate the process. Submit 3 sets of plans to the Association Managers ("Managers") for the three-person Pristine Point ACC and 5 sets for the MLPC ACC. A smaller number of drawing sets is acceptable, with permission from the Managers, but this will slow down the review process since the sets will have to be passed around to ACC members. See the MLPC Design Guidelines (Section 2.2) for specific suggestions on what to include with your preliminary plans. Preliminary plans need not be stamped, but final plans must be stamped (see below). A minimum drawing scale of 1/8" = 1' is acceptable for preliminary drawings.

**Final Plans** Submit the same number of final plans as preliminary plans to the Manager. 1/8" scale

plans are permissible (per MLPC D&C Guidelines), but \_ " scale would be appreciated. Both ACCs will review and comment on final plans within 30 days (45 days for MLPC) of their submittal. Final plans must be accompanied by Design Review Fees (\$100 each) to both ACCs and a refundable Security Deposit (\$1,500 - \$2,500 depending on house size) to be held by MLPC. The two ACCs will coordinate their reviews and will either request more explanation, or will suggest changes to meet the Standards, or will provide an approval letter and return two sets of stamped drawings for submission to the County. One set of approved, stamped drawings will be kept for Association records. MLPC is responsible for sending the final approval letter directly to the County. They will attach the Pristine Point approval letter to their transmittal. Owners are invited to attend the Board meetings of either group if they would like more information, would like to explain their plans, or if they disagree with the actions taken by the ACCs. Owners should also note that MLPC and Gunnison County require plans be stamped by a Colorado licensed engineer or architect. Be sure to give the ACCs adequate time to provide input and resolve any differences.

**Revisions to Final Plans** The Pristine Point ACC assumes the residence will be built according to the final plans submitted and approved. If a *significant change* to these plans is required, Owners must submit a design revision request. No additional fees are required for a design revision request. "Significant change" is defined as any change to exterior appearance (including color or building materials), any change to the lot configuration, any change to the landscaping plan, or any change in overall size of the residence. Internal changes are generally outside the scope of this review except for items like fireplace changes which are expressly addressed in the Covenants. ACC authority to require this revision process is given in Articles 5.1, 5.2 and 7.7 of the Covenants. Owners are encouraged to err on the side of over-communication as opposed to under-communication when considering whether approval for a design change is necessary.

**Remodels** The review process for alterations or remodels to a property follow essentially the same process as for new construction. Contact the managers to determine if formal review and approval of plans is required. See also Article 5.1 below for definitions of what revisions require formal review. MLPC requires a security/clean-up deposit ranging from \$500 - \$1000, depending on the scope of the remodel. Very minor remodels or additions do not require a security/clean-up deposit. PPOA may require a review fee of \$50 for alterations or remodels (see Article 5.4 below).

**Variiances** An Owner may request a variance to some restrictions in the Pristine Point Covenants or Architectural Standards and the MLPC Covenants and Design Guidelines. Article 4.28 of the Pristine Point Covenants describes the process for requesting a variance. A similar process applies to MLPC (see Section 2.3 of the D&C Guidelines). A variance process can take more time, with multiple communications between the ACCs and the Owner. Be sure to take this into account when planning your construction start.

**Independent Architectural Review & Fee** MLPC may require the review of an independent architect before granting final approval to plans. This independent review step (and its \$125 fee) is generally waived for Pristine Point (if a member of the ACC is an architect or a licensed developer). However, if the Pristine Point ACC feels it needs additional professional input on a design (i.e. to satisfy concerns over foundation design on a steep slope), the ACC will require the Owner to pay for this independent incremental review.

### SECTION 3 GUNNISON COUNTY LAND USE REQUIREMENTS

Gunnison County has a set of land use requirements ("LUR") that will be used by the County Planning Commission to review all plans submitted within the County. The LUR is considered a "living document" and is subject to change. Ensure you have the current version when planning your home. The LUR will be the definitive set of standards for building. Once your plans are

approved by the County under the then-current LUR, they become locked to that standard. Note, however, if Pristine Point or MLPC Covenants are more restrictive than the LUR, these more restrictive guidelines will prevail, unless a variance is requested.

## **SECTION 4 RESTRICTIONS ON USE OF THE PROPERTY**

To facilitate cross-referencing between these Architectural Standards and the Covenants for Pristine Point, this section is numbered to match Article 4 in our Covenants. However, the exact wording of the Article 4 restrictions is not reproduced below. Be sure to read the Covenants along with these Standards when using this document.

4.1 Residential Use. Only one single family residential home per lot is allowed, except for Lots 17A & B which allow two smaller residences, or a duplex, for each lot.

4.2 Access (i.e. driveways). All new residences must be accessed by the existing road system. The existing road system consists of private common roads, public County roads and shared or single lot driveways. No residence can be accessed through a driveway across Association open space. Driveway access through private lots is allowed only if these were part of the original development road and driveway system as currently constructed. No modification (i.e. location, grade, surface etc.) of shared driveways or single lot driveways across another Lot owner's property is allowed without the written approval of all affected owners and the ACC. Gunnison County driveway permits are required only when connecting to a County road. For the private common roads in Pristine Point, County driveway permits are not required. Your Site Plan must show the entire driveway, including slope from the parking area adjacent to the home to the point of connection to the existing road system.

If a shared driveway serves more than one lot, any lot that has a house under construction must abide by a "good neighbor" policy in keeping the driveway clear of construction materials and vehicles and in a good and usable condition, with proper access during the construction period. "Clear of construction vehicles" does not mean "no construction parking." Emphasis is on "proper access." Since it is not possible to exactly define what might constitute a "good and usable condition", it is left to the lot owners to work out any differences of opinion. But every lot owner retains the right to appeal to the ACC to determine if the "spirit" of this section is being violated. The ACC shall make the final determination as to what improvements must or must not be done to correct a complaint from any lot owner under this section. It is the intent of this section that common sense shall prevail.

Upon completion of the construction project, the shared driveway, or any affected public or private road, must be restored to its original condition.

4.3 Privacy Walls and Fences. With the exception of perimeter fences around the development to keep cows out, the ACC strongly discourages the use of privacy walls and fences or animal containment fences. Chain link fencing will not be allowed. Maintaining the natural beauty and the open feeling of Pristine Point is the objective of these standards. Note that MLPC has less demanding standards for this provision.

4.4 No Business or Commercial Activity. As stated in this article, the Covenants are primarily concerned with the external appearance of unnatural or increased activity on a lot. This can include the parking of multiple vehicles to conduct business (no more than two allowed), the appearance of unusually large trucks or vehicles, or the frequency of business activities on the property. This provision is not intended to limit individual home office pursuits that involve internal homeowner activities that are not accompanied by visible external activities. Please refer to Article 4.4 of the

Covenants for a description of permitted business activity.

4.5 Limitation on Improvements. The Covenants permit only single-family houses, with the exception of Lots 17A & B if the Owners of these lots elect to construct duplex or multiple dwellings. Any other independent structures (detached garages, secondary residences, guest houses etc.) must be approved by the ACC and must be attached to the primary residence. Note also that no outdoor recreational improvements are allowed without the written consent of the ACC. The ACC will assume that this precludes tree houses, tennis or basketball courts, storage sheds, jungle gyms, trampolines, or other stand alone structures independent of the house.

4.6 Minimum (and Maximum) Floor Area. The residential structure on each Lot except Lots 17A & B shall have a minimum improved floor area for living space of 2,000 square feet. This requirement supercedes the MLPC minimum size requirement of 1,750 sq. ft. Garages, unfinished basements, decks, porches and patios do not count in this measurement. The measurement shall be from the inside walls of the dwelling. A mechanical room, or storage rooms, within the "living space" shall be considered a part of the calculation. Pristine Point does not have a maximum size limit for residences (except for Lots 17A & B and Lot 18). In all cases, however, the ACC will consider the size of the home relative to the lot, and the impact on view corridors (see also Article 5.5 for additional intentions). The maximum size dwellings on Lots 17A & B will be 1,600 sq. ft., unless a duplex structure is built, in which case the maximum size is 3,200 sq. ft. The maximum size for the lot 18 dwelling is 3500 square feet above the stipulated grade facing Long Lake, as depicted on the recorded plat. Any additional square footage that is finished must show below that grade and face toward Washington Gulch Road if windows or doors appear at that level, as limited by the specific restrictions in Covenant Article 9. All lot owners must review the LUR for additional size restrictions.

4.7 Height Limitations. The Pristine Point height limitation is a maximum of 35 feet as measured from the median height. MLPC also has a 35-foot limit, as measured from the highest roof peak to the lowest point where the foundation meets finished grade. The current LUR has a 30 feet height limitation as described in Appendix A, Section 5-403 F of the LUR. The most restrictive of these height limits will apply. Lot 18 has its own height restriction of 25 feet pursuant to Article 9 of the Covenants.

4.8 Setback Requirements. Setback requirements are generally shown on the plat each Owner receives when they purchase the property. Note also that MLPC Design Guidelines specify setbacks of 25 feet from the front and back of the property and 15 feet on the sides. Owners are also encouraged to be aware of any "wetlands" areas present on or near their lots. The County and the Army Corp of Engineers have stringent setback requirements from "wetlands" that could affect the placement of your residence. A geotechnical engineer can help with the identification of these areas.

4.9 Garages Required. For all lots except Lots 17A & B, a minimum two car attached garage is required. Owners are encouraged, however, to consider a larger garage if they have, or expect to have, more vehicles, snowmobiles, all terrain vehicles (ATVs), motor bikes, trailers, large trucks or recreational vehicles. If possible, all vehicles should be stored inside garages. See also Articles 4.17.2 and 4.17.3 for other storage requirements, and for limitations on the long-term parking of exterior vehicles. Lots 17A & B are not required to build garages, but they will generally be expected to follow the intent of the Covenants to minimize the number of visible exterior vehicles. Note that MLPC Design Guidelines specify a minimum garage size of 500 sq. ft.

4.10 Landscaping Requirements. PPOA does not require a formal landscaping plan, but MLPC does. Please review the MLPC Design Guidelines (Section 2.4.9). Pristine Point Architectural Standards require that lots be returned to a "natural" or "landscaped" state no later than 7 months, or one growing season, after substantial completion of the residential structure. The primary

objective of these Standards is to eliminate all evidence of construction activity on a lot -- including mounds of dirt, construction debris, dead trees etc. -- and to restore the lot to an attractive condition. On-going landscaping does not require ACC approval unless it amounts to a "significant change" in the appearance of the property. Substantial changes in grade (greater than 2 feet), or the planting of a line of large trees would be examples of a "significant change." Owners must make the Pristine Point ACC aware of any landscaping change that might be considered "significant."

4.11 Maintenance. See self-explanatory Covenant wording. Keep your lot and residences clean, safe and attractive. Owners are reminded that the pine, spruce and Aspen trees in MLPC are susceptible to a variety of diseases. Owners are encouraged to remove diseased trees to minimize the spread of disease to their neighbor's trees.

4.12 Utilities. All utilities must be buried underground. This includes all utility lines (electric, gas, water, sewer, telephone) and all propane or fuel oil tanks. Owners are reminded that water and sewer lines must be buried to a sufficient depth to avoid freezing in the winter. If an Owner proposes a fuel oil tank be located in the garage, a variance must be requested and the installation must meet all fire and safety requirements of the County. See also Article 4.17.6 for a discussion of satellite dishes and solar energy collection systems.

4.13 Reservoir. The Meridian Lake Reservoir No. 1 is located on common area owned by PPOA. The Mt. Crested Butte Water & Sanitation District is responsible for maintenance of the dam and spillway and owns the water within the Reservoir. PPOA owns the common area below the dam. The roadway across the dam, Pristine Point Drive, and Pristine Point Way, are private streets owned by the Association. Cove Creek and Stream View Lane are public County roads.

4.14 No Noxious or Offensive Activity. Please refer to Section 4.14 of the Covenants. Control of activities on a lot during construction is a responsibility of the Owner. Free roaming pets that infringe on the property of others are not permitted. Loud noises or parties during construction are not permitted.

4.15 Urban / Wildland Interface. Owners are encouraged to make themselves aware of the recommended guidelines to protect their residence from forest fires. The Crested Butte Fire Marshal has several publications for Owners to consider when designing their homes. Owners are also reminded not to feed wild animals.

4.16 No Hazardous Activities. Burning construction waste or materials is prohibited. MLPC also prohibits burning of construction material (Section 6.8). Burning of grasses or fallen trees is similarly prohibited. The discharge of firearms on lots is not permitted. Exterior fireplaces or open fire pits are "generally" prohibited. However, on a case-by-case basis, the Board may consider granting a variance to this restriction in low risk situations subject to the following conditions:

- The lot is remote from surrounding vegetation and neighbor properties, as determined by the ACC
- The exterior fireplace is connected to the primary residence
- The exterior fireplace is vented through a chimney
- The open face of the exterior fireplace has a solid door (glass or metal) that can be closed when the fire is being extinguished or left unattended
- The open face of the exterior fireplace is further protected from the emission of sparks or burning debris by a fireproof hearth to a radius of 5 feet. A fireproof hearth may be stone, tile, or some other fireproof material.

Covered barbeques, while attended and in use for cooking purposes, are acceptable. Note that MLPC has similar restrictions on exterior fireplaces and fire pits. See also the Board Rules & Regulations Statement on Exterior Fireplaces or consult with the ACC for guidance on this restriction.

4.17 Visible Items and Conditions. This is an important article and standard. The PPOA Board is committed to the Covenant restriction that "No unsightliness that is visible from any street or from any other Lot shall be permitted on any Lot." The Pristine Point ACC will make reasonable determinations on what is "unsightly." Following are some specific restrictions on appearance.

4.17.1 This article requires that anything "unsightly" (facilities, equipment, vehicles, or objects) be enclosed within a structure approved by the ACC.

4.17.2 Campers, camper shells, recreational vehicles, dune buggies, boats, ATVs, mobile or motor homes, trucks other than pick-up trucks, trailers of any kind, and all other large vehicles must be stored in an approved structure and not be visible on the Lot. See also the Board Rules & Regulations Statement on Campers and Recreational Vehicles for time limits for guests and occasional visitations.

4.17.3 Tractors, permitted vehicles other than automobiles (i.e. snow mobiles), snow removal equipment (i.e. snow plows, snow blowers etc.), and garden or maintenance equipment must be stored in an approved structure and not be visible on the Lot. Consider the size of your garage structure when taking these restrictions into account. Although PPOA would prefer that all vehicles be stored in garages, these Standards will allow the long term parking of no more than two operable vehicles in driveways. "Operable" is defined as vehicles that are in frequent use and not being stored. Lots 17A&B do not have garage requirements (see Article 4.9) so these lots are permitted up to four exterior vehicles per lot.

4.17.4 Owners are encouraged to design space for "refuse, garbage and trash" (i.e. trash cans) inside their garage or in some other structure approved for this purpose. Bear-proof containers are strongly recommended.

4.17.5 Outside drying of clothes or fabrics is not permitted.

4.17.6 In addition to the requirement to bury all utilities (Article 4.12) Owners are expected to consider the visual impact of satellite dishes or solar energy collection systems. Small satellite receivers (requiring southern exposure) can be mounted on the residence to facilitate access for maintenance and tuning. Large, freestanding satellite dishes are not allowed. Solar energy collectors may be mounted on the roof of a residence with approval from the ACC.

4.17.7 See Section 4.17.7 of the Covenants.

4.17.8 See Section 4.17.8 of the Covenants.

4.18 Lights, Sounds or Odors. Gunnison County has become increasingly restrictive on outside lighting. Owners are encouraged to review the LUR when designing their exterior lighting system. Pristine Point and MLPC guidelines require "down-lighting" for exterior use. The bulb or lamp lens shall not be directly visible to neighbors.

4.19 Restriction on Animals. See Section 4.19 of the Covenants. Owners are responsible for the behavior of their own pets and for contractors' pets during construction.

4.20 Restriction on Signs. See Section 4.20 of the Covenants.

4.21 Address Signs and Associated Lighting. See Section 4.21 of the Covenants.

4.22 Solid Fuel Burning Devices (i.e. fireplaces). Pristine Point Covenants and MLPC Design Guidelines allow only EPA approved wood burning interior fireplaces or stoves. MLPC Design

Guidelines limit the number of these devices to no more than two. Both of these restrictions are more stringent than the current LUR standard. Indicate on your plans the type of fuel and the brand and model of any proposed wood burning fireplaces or stoves.

4.23 No Subdivision of Lots. See Section 4.23 of the Covenants. ACC written approval is required when two adjacent lots are owned and the location of the residence will span both lots.

4.24 No Mining or Drilling. See Section 4.24 of the Covenants. Pristine Point is connected to a central water and sewer system. No private water wells will be permitted.

4.25 No Temporary Structures. See Section 4.25 of the Covenants.

4.26 Construction Period Exception; Construction Hours. See Section 4.26 of the Covenants. Owners must be cognizant of the impact of construction on their neighbors. Note that construction may not be performed on Sundays or national holidays without the approval of the Pristine Point ACC.

4.27 Damage or Destruction of Improvements. This article is to ensure that damaged or destroyed structures are promptly repaired or removed to avoid being an eye sore to the community. The definition of "prompt" shall be made by the Pristine Point ACC with input from the Owner.

4.28 Variances by Architectural Control Committee. See Section 4.28 of the Covenants and the previous Section 2 of these Standards. Owners must make all requests for a variance in writing, including a rationale for the variance. Owners must submit a variance request before any construction commences.

4.29 Maintenance and Emergency Exceptions. See Section 4.29 of the Covenants.

4.30 Fire Hydrants. See Section 4.30 of the Covenants.

## **SECTION 5 ARCHITECTURAL CONTROL**

This section will focus on those aspects of architectural control as specified in Article 5 of the Pristine Point Covenants.

5.1 Change in the Existing State of Property. See Section 5.1 of the Covenants. Note that this Article also covers excavations, landfill, or any other disturbances to the land, in addition to changes in structures. The planting and/or removal of trees are also covered. The Pristine Point Architectural Standards encourage Owners to retain the natural character of the land as much as possible. This includes minimizing the removal of natural trees, consistent with fire protection guidelines. This Article also provides for continuing ACC oversight for changes in "color, texture or exterior appearance" from the original approved project. Owners must secure ACC approval for re-painting or re-staining exterior walls, or re-roofing a residence, if a color change is involved. Note also that Section 2.9 of the MLPC Design Guidelines requires: "Exterior remodeling which result in altering the exterior appearance of the building (painting, decking, landscaping, roofing etc.) is subject to MLPC approval. Plans must be presented prior to beginning the remodel." In all cases, early communications with the ACCs will minimize any misunderstandings.

5.2 Approval of Changes. See Section 5.2 of the Covenants. In addition to meeting Pristine Point ACC standards, and Gunnison County standards, Owners are reminded to be aware of MLPC Design Guidelines, previously referenced.

5.3 Architectural Standards. See Section 5.3 of the Covenants. These Architectural Standards are the supplement referred to in the Covenants.

5.4 Fee for Architectural Review. The PPOA architectural review fee for new home projects is \$100. (See also Final Plans in Section 2). The ACC may charge a lesser fee of \$50 for "modification of a residential structure" (see also Remodels in Section 2) or for "any other types of proposed changes." This fee may be waived entirely for minor modifications. No review fee will be charged for landscaping changes.

5.5 General Criteria for Committee. The Pristine Point ACC is given broad discretion in the Covenants when approving any Change in the Existing State of Property. Four sub articles under Article 5.5 define the key objectives for the ACC:

5.5.4 "to minimize obstruction or diminution of the view of other Owners"

5.5.5 "to preserve visual continuity and to prevent any marked or unnecessary transition between improved and unimproved areas."

5.5.6 "to assure that any change will be of good and attractive design and in harmony with development on other portions of the Property; and"

5.5.7 "to assure that materials and workmanship for all improvements are of high quality comparable to other improvements on the Property."

The Pristine Point ACC will also use the Design Guidelines of MLPC in their review for adherence to this Article. Owners are strongly encouraged to review D&C Guideline Section 3.1 (View Corridors), Section 3.9 (Natural Drainage), Section 4.1 (Exterior Building Walls and Finishes), Section 4.2 (Exterior Foundation & Retaining Walls), Section 4.5.3 (Roof Material and Color), and Section 4.7 (Windows and Doors). Note also that corrugated steel or aluminum siding is not an approved material for either residential or retaining wall siding.

5.6 Completion of Work After Approval. See Section 5.6 of the Covenants. Note that completed work will be compared with approved drawings and specifications upon completion of the construction. Any significant changes during construction (i.e. colors, decks, number of structures, size or shapes of structures) must be brought back to the ACCs for a revision to the approved plans (see Section 2). Note also that a two-year timeframe is thought adequate to complete the project. If longer timeframes are envisioned, Owners should seek the concurrence of the Pristine Point ACC. MLPC Design Guidelines required full completion of the exterior elements of a project within 1 year of issuance of a certificate or occupancy (temporary or final) for a refund of the security/clean-up deposit. Good communications with the MLPC Board are essential if longer time frames are needed or sought.

5.7 Estoppel Certificate. See Section 5.7 of the Covenants.

## **SECTION 6 DRAWING & CONSTRUCTION CHECK LIST**

Owners are required to fill in the MLPC Drawing & Construction Check List when submitting final plans for approval for new residences or for "substantial remodels". This document provides much helpful information to facilitate communications for a smooth project. Owners are also expected to ensure that MLPC Construction Regulations are understood and will be followed by their

contractors.

back