

BUCKHORN RANCH
DESIGN REVIEW GUIDELINES
AND
CONSTRUCTION RULES AND REGULATIONS
FOR RESIDENTIAL PROJECTS
(Amended May 2022)

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INTRODUCTION

- A. Relationship to Amended and Restated Declaration of Protective Covenants for Buckhorn Ranch
- a. 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.
 - b. 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 (DRC) and the Board of Directors of Buckhorn Ranch Association, Inc. hereby declare these Design Review Guidelines to be the Design Review Guidelines of Buckhorn Ranch. Owners, or their agents, when submitting Plans to the DRC for approval, should read the Declaration and the Design Review 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.
 - c. 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 DRC for a proposed project is required prior to obtaining a building permit from Gunnison County.
 - d. These residential Guidelines will be reviewed for revisions every two years. The DRC encourages Owners to communicate with the DRC Manager concerning possible revisions to the Guidelines. In addition, comments regarding proposed revisions may be submitted in conjunction with the annual Owners' meeting. Revisions accepted by the Board of Directors will be integrated into the Guidelines as a result of the two-year review process. Proposed revisions to the Guidelines shall be posted on the Association's website for review and comment by the Owners.
- B. Design Review Committee (DRC)
- a. The members of the DRC shall be appointed by the Board of Directors of Buckhorn Ranch Association, Inc., and shall be composed 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 are required to establish a quorum, which attendance may occur by the presence thereby in person, by video/internet means, or by phone, and a majority vote of those present in person, by video/internet or telephone means is required for the DRC to take action on a project. A member of the DRC 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.

- b. The President of the Board of Directors or, when not available, the Vice-President of the Board of Directors can vote in the case of needing a tiebreaker.
- c. No residence, garage, accessory dwelling unit, accessory building or structure, building, hangar, shed, fence, stone wall, patio, deck, solar panels, 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, pavement, parking areas, including parking areas for airplanes, building exterior finishes, roofing, outside hot tubs, driveways, fences, walls, retaining and stone walls, ponds, hard landscaping, patios, decks, solar panels, 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.
- d. The Board of Directors is charged with ensuring compliance with these Guidelines. The Board of Directors further has the authority to repeal, alter, revise, change, or amend these Guidelines at any time, as needed in the Board of Directors' sole discretion. The Board shall provide a public comment period for Owners to review and comment on the proposed revisions. Written notice of any such change shall be furnished to all Owners following adoption thereof. Notice shall be provided by posting the revised Design Review Guidelines on the Association website. The Board of Directors shall be charged with imposing fines on any Owner who violates these Guidelines and/or the Construction Rules and Regulations pursuant to an adopted Fine Schedule, attached hereto as Exhibit A.
- e. 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, subject to any variance request. Setbacks and other requirements may vary based on lot size, lot combination, and other circumstances. Density on each multifamily Lot (M1 Lots) and each Commercial Lot or lots that may be developed with lodge units shall be determined and approved by the DRC and the Board of Directors and may be subject to Gunnison County approval. The development of any Commercial Lot or Lot used for lodge units shall be governed by the Declaration and Commercial Design Review Guidelines.

D. Architectural Theme and Intent; Aesthetics

- a. Architectural designs and selection of finish materials and colors shall emulate the rural and historic ranching heritage of Buckhorn Ranch and surrounding areas. Structures should emulate the theme of "Mountain Rustic" or "Mountain Modern" in terms of architectural design and finish selections. Using materials such as timbers, natural stone, reclaimed elements, and earth tone colors to promote a rustic elegance is highly recommended.
 - i. Examples of acceptable designs and design elements for the above architectural themes are embedded within these Guidelines.

E. Concept

- a. These 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. All single-family structures and multifamily 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 and conforming to these Guidelines. Multifamily buildings developed on one Lot or clustered lots may be similar in appearance in order to present a cohesive look to the project.
- c. Certain minor design elements may be repeated from improvement to improvement. Excessive similarity or dissimilarity to other structures within Buckhorn Ranch will not be permitted, except that in the case of multifamily developments, similarity may or may not be permitted is the discretion of the DRC.

F. Acknowledgment

The DRC is empowered to utilize its discretion to deny Plans, designs, or projects that do not comply with the Guidelines. Each Owner acknowledges that the members of the DRC 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 proposed 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 changes.

The DRC shall use reasonable judgment in approving or denying all Plans and specifications submitted to it. Neither the DRC, its members thereof, the Board of Directors, its members thereof, the Association, its employees, or its property management company shall be liable to any person or entity for any official action of the DRC, Board of Directors, or Association as it relates to or in connection with the determination of submitted Plans and specifications, except to the extent that the DRC or any individual member thereof acted with malice or commits intentional wrongful acts.

G. No Liability

The Association, its employees, its Board of Directors, officers, the DRC Manager, and the DRC, including the individual members thereof, shall bear no liability with respect to any construction-related or construction professional-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 all applicable permits or licenses are obtained and are 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 construction professional's opinion or standard of care. Any suggestions made by the DRC are merely suggestions.

FORMAL DESIGN REVIEW PROCESS

The formal Design Review Process shall be comprised of the process set forth below. An owner or his or her agent is welcome to contact the DRC Manager prior to the DRC Review to informally discuss the proposed project, with the understanding that the DRC Manager'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 their 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 the Owner's behalf. Children or pets, unless a service or emotional support 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 the review.

A. DRC Meetings

DRC meetings will be monthly on the third Wednesday of the month at 11:00 am or at the most convenient date closest to the third Wednesday of the month at a time designated by the DRC Manager. These meetings will be accessible through an online meeting platform.

A list of meetings will be posted on the Toad Property Management website under the Buckhorn page.

B. Design Submittal

- a) Two complete 24" x 36" sets of hard copy (paper) Plans, stamped by a Colorado licensed architect or engineer, shall be submitted to the Property Management Company by the first of the month in order for the DRC to consider said Plans that month.
- b) An \$850.00 Review Fee shall be paid by the first of the month for the submittal to be considered complete, along with all other requirements set forth herein.
- c) A complete digital set of Plans (in full 24" x 36" sheet size to scale) in PDF format can be emailed to the DRC Manager at buckhorndrcmanager@gmail.com. The file size shall not be larger than 10G. Digital Plans can be dropped with the physical Plans on a thumb drive. The set shall be in one file format, not individual files for every page.
- d) A full set of physical samples of all proposed exterior finish materials and colors. Clearly mark materials with the Owner's name, mobile number, and Lot and filing numbers. Stonework, railings, and stucco can be represented with a color swatch or photo.

- e) No materials, Plans, or other required information shall be submitted to an individual DRC or Board member.
- f) If the first of the month falls on a weekend or federal holiday, the Owner shall submit Plans on the next business day.
- g) In the event the Plans are incomplete, the DRC, DRC Manager, or the Property Management Company shall communicate in writing to the Owner what elements are needed for a complete Plan submission.
- h) In the event the Owner is represented by a builder, Architect, or other professional for DRC review purposes, the Owner shall provide a signed letter to the DRC authorizing such professional to proceed on the Owner's behalf with the DRC.
- i) DRC review of each project, by way of Plans, 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.
- j) The DRC shall review the Plans for compliance with the Architectural Theme and Intent in terms of aesthetic themes, material, and color requirements of the Guidelines as set forth herein, as the same may be amended from time to time. The DRC may approve the Plans or deny the Plans on the basis of aesthetics if they do not comply with the Architectural Theme and Intent of Buckhorn Ranch and these Guidelines.
- k) Owners must notify in writing adjacent property owners of their submitted Plans, including the date of the DRC meeting, to consider and review the same. Owners must be able to provide proof of such notification, which may be by email or USPS mail. Addresses for adjacent property may be found on the Gunnison County Assessor's website.

C. Plans

All Plans shall include on each and every page the Lot and filing numbers, the Owner, Architect, and builder's name, and mobile contact information for each.

- a) Site Plan
 - a. 1' = 10' minimum
 - b. Lot boundaries
 - c. streets
 - d. utilities and utility line locations
 - e. existing topography on a 2' per line basis
 - f. finish topography on a 2' per line basis
 - g. proposed improvements
 - h. building(s) location
 - i. driveway location
 - j. walkway location
 - k. parking areas

- l. snow shed and snow storage location
 - m. dirt storage during construction
 - n. drainage areas
 - o. natural features
 - p. setbacks
 - q. right of ways
 - r. easements, including access easements to other Lots and properties
 - s. any legal and recorded restrictions
 - t. photographs of the property, including photographs of the road immediately in front and adjacent to and by which the Lot is accessed, are encouraged
- b) Roof Plans shall utilize a scale of ¼ inch equals one foot (1/4" = 1 foot).
 - c) Floor Plans shall utilize a scale of ¼ inch equals one foot (1/4" = 1 foot).
 - d) Architectural elevations at a ¼" = 1' scale, indicating both approximate existing and proposed grade lines, finish floor elevations, top of slab elevation and overall height with regard to average existing grade.
 - e) Proposed landscaping and irrigation Plans detailing all plantings and their sizes.
 - f) Any other proposed improvements.
 - g) Exterior wall section and details, including chimney, exterior stairs, decks, railings, and supports.
 - h) All exterior finishes shall be identified on the elevations by location, style, material, and color.
 - i) Image or sample of exterior lighting in compliance with Gunnison County Land Use Resolution (LUR). Exterior lighting shall be noted on the floor Plans and the elevations. It is highly recommended to have timers on exterior lighting.
 - j) A perspective sketch may be required to serve as a visual aid.

A. Procedure for Plan Review

- a) Plans, fees, and material samples are dropped at the Property Management Company by the first of the month.
- b) The DRC Manager and the retained Architect will have 10 days to review the technical aspects of the project. The Manager will submit a letter to the project Architect detailing the needed alterations.
- c) If the technical alterations are minor and the project does not violate any standard design rules, the Plans will be passed on to the DRC to review at the next month's meeting.
- d) The DRC will have 21 days to comment on the technical and aesthetic issues with the Plans.

- e) At the monthly DRC meeting, in the month following the submittal month, the DRC will meet in person to discuss and finalize their alterations, concerns, or approval of the project. Owners, including adjacent property owners, and architects, are welcome to attend this meeting.
- f) The DRC Manager will relay any issues or alterations to the project Architect or Owner.
- g) The project Architect or Owner will have 21 days to resubmit the Plans, including the desired changes.
- h) The DRC will then review the alterations and discuss any further issues at the next monthly meeting. At this time, the project will be approved or denied.
- i) The DRC manager will inform the project Architect or Owner of the DRC decision.

B. Plan Corrections or Denial

It is not the responsibility of the DRC's Manager, retained Architect, or the DRC to resolve the non-compliance issue(s). It is incumbent upon the Owner or his or her project Architect to fix any flaws in the Plans in order to be in compliance with the Guidelines.

- a) If the Owner does not want to correct the issues or make the requested changes and instead seeks a variance, the Plans will transfer to the variance protocol defined below.
- b) If the DRC approves the Plans with conditions, its written conditional approval shall state general approval of the Plans contingent upon the conditions listed, and upon compliance with the listed conditions before the start of construction, the DRC shall grant final approval.
- c) An express condition of approval is the payment of the Performance Deposit.
- d) If the submitted Plans need multiple rounds of review, additional review fees may be required depending on the extent of changes to the Plans.
- e) If the DRC denies the Plans, the DRC shall provide in writing the reasons therefor.
- f) Owners whose Plans are denied at this stage must resubmit the Plans for Plan Review by the DRC Manager and its retained Architect once said Plans are amended to meet the requirements of the Guidelines. Provided the Plans comply with the Guidelines, the DRC Manager shall forward said Plans to the DRC for review.
- g) Revised Plans may be submitted either digitally or in hard copy form.

- h) The DRC may find it necessary to request a site visit in conjunction with the variance process. The DRC may extend the Plan Review for a reasonable amount of time if adverse conditions, such as snow, make it impractical to inspect the building site.

C. Once the project Plans are approved, the Owner shall:

- a) Provide the DRC Manager with a final set of stamped and engineered Plans either digitally or by hard copy. If the submitted Plans meet the requirements, the Plans will be signed off on and a copy provided to the Owner. This copy can be digital or hard copy.
- b) Pay the required Performance Deposit and sign the approval letter, which will be available within ten (10) business days after the DRC approval. This payment and signature are express conditions for final approval.
- c) Commence construction within twenty-four (24) months thereafter. Projects not commenced within 24 months shall be resubmitted 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.
- d) The start of construction to the certificate of occupancy (CO) must be completed within fifteen (15) months of breaking ground.
- e) 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 Management Company.
- f) Prior to construction, the builder, Owner, or Owner's agent shall meet with the DRC Manager for a pre-construction review and signing and acknowledgement of the Construction Rules and Regulations.

D. Changes to the Design During Construction

- a) Exterior changes to approved Plans shall be submitted to the DRC Manager for additional review and approval/denial. Written approval by the DRC shall be attained by the Owner prior to building the changes.
- b) Exterior changes to the structure outside the DRC approved. Plans shall subject the Owner to fines set forth in the Fine Schedule, possible forfeiture of the Performance Deposit, and/or possible legal action depending upon the circumstances.

A. Fees

- a. Review Fee. An Owner shall tender payment in the amount of \$850.00 to serve as the DRC review fee at the time of the Plan submission for the DRC's review. The Review Fee is nonrefundable. An additional fee may be required in the

event of additional submittals, resubmittal, or problematic submittals requiring significant additional review time by the DRC Manager, the DRC's retained Architect, and the DRC. This fee shall be assessed for any submittals beyond the second denial or disapproval.

- b. Architect's Fee. If the DRC architect is engaged, the Architect's fee is included in the Review Fee.
- c. Performance Deposit. As a condition of receipt of written final approval, an Owner shall submit a Performance Deposit for the amounts listed below. A Performance Deposit for smaller projects is set forth in Section M below.
- d. Road Fee. The Owner shall also tender the Road Fee as set forth below.
- e. Significant alterations to a project after the DRC's final approval will require an additional review fee of \$350. All alterations shall be submitted in Plan form to the DRC Manager.

Small Project Performance Deposit:

- f. 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 less than 120 square feet, ponds, hard landscaping, other 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 may be required for small projects.

Single-Family Projects on M2 and M3 lots	\$10,000
Single Family projects on lots outside of M2 and M3 (large lots).	\$20,000
Single Family Residences built in conjunction with an accessory dwelling or an airplane hangar	\$30,000
Per unit for multifamily projects on M1 lots	\$10,000
Accessory dwellings, Detached garages, and Airplane Hangers.	
1. Large lots outside of M2-M3 areas	\$10,000
2. Single or combined M2-M3 lots	\$5,000

Note: Large lots are lots not in the M1, M2 or M3 areas.

B. Performance Deposit Refund

An Owner is responsible for ensuring that his or her contractor/builder and subcontractors comply with these Guidelines and the Construction Rules and Regulations. The refund of the Performance Deposit tendered by an Owner for his or her project shall be subject to, but not limited by the following:

- i. Failure to build according to the approved Plans, including all finished landscaping and site reclamation
- ii. Failure to complete the project using the exterior materials approved by the DRC, including their location thereof on the improvement;
- iii. Failure to obtain DRC written approval prior to installing or building an improvement;
- iv. Failure to complete the project in a timely manner (15 months), subject to a granted enlargement of time to do so, on the basis of a timely submitted request;
- v. Untimely application for an enlargement of time by which to complete a project;
- vi. Property damage to adjacent lots;
- vii. Property damage to other lots within Buckhorn Ranch;
- viii. Damage to any Association property, real or otherwise, or Association infrastructure outside of the approved project lot boundaries;
- ix. Repair of road damage in front of and adjacent to the project;
- x. Violation of the Declaration;
- xi. Violation of the Design Review Guidelines, including Construction Rules and Regulations;
- xii. Unpaid fines pursuant to the Declaration and/or Design Review Guidelines, Construction Rules and Regulations; and/or
- xiii. Other associated fines are related to the foregoing.
- xiv. The full completion of all landscaping.

The Owner shall notify the DRC Manager or property management company when project construction is complete, including landscaping and site reclamation, for final inspection purposes. For the purposes of this provision, completion of the signed Plans as approved by the DRC. Subject to violations and unpaid fines, the Performance Deposit shall be refundable to the Owner within thirty days of the final review of the project and inspection by the DRC.

There shall be no partial refunds of the Performance Deposit, except that a partial refund for landscaping may be approved by the Board of Directors. If a partial refund is requested, there will be no timetable set for the approval or denial of the request.

- a. Late fall landscape exception: A partial refund of the security Deposit can be applied for if the following items are met after Oct 15th when the germination of the new seed is unsustainable before spring:
 1. The building is finished per the approved Plans, and a CO has been issued.
 2. All landscaping has been completed.
 3. All seeding per the landscaping requirements (section, V. LANDSCAPE STANDARDS AND IRRIGATION DITCH PRESERVATION) has been completed.

In this circumstance, the following refunds can be applied for.

Large lots: \$15,000 minus any fines.

Small lots: \$5,000 minus any fines.

C. Road Fee

In addition to the Performance Deposit, an Owner shall also tender a nonrefundable Road Fee to the Association for construction vehicles' impact on or damage to the

roads. 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. Road Fees for multifamily units will be based on the aggregate square footage of all units. Multifamily buildings with the total living square footage of all the units being 3000 square feet or less will have a road fee of \$2000.00. Multifamily units having more than 3000 square feet will have a \$3,000.00 Road Fee.

D. Progress Inspections

- a. The DRC Manager may conduct site visits from time to time and quarterly progress updates to inspect all work in progress and ensure compliance with the Plans as approved by the DRC, the Declaration, the Design Review Guidelines, or the Construction Rules and Regulations. In the event of non-compliance, the DRC Manager shall give written notice thereof to the Owner or the Owner's agent. The absence of such inspections or notifications during construction shall not constitute either approval of the work in progress or a waiver of inspections and compliance issues.
- b. 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. Failure to correct any non-compliance shall subject the Owner to the imposition of fines pursuant to the Fine Schedule and/or possible legal action.

E. Improvement Location Certificate (ILC) or Improvement Survey

- a. Due to setback restrictions and lot size within Buckhorn Ranch, all applicable building corners must be staked by a Professional Land Surveyor (PLS) before placing concrete foundation footings. The PLS will prepare an ILC showing all building corners are within the required setbacks.
- b. If necessary, the DRC reserves the right to request the Owner provide to the DRC a final ILC performed by a licensed, registered surveyor (or engineer) attesting that:
 - i. The building, including any applicable design features as described herein, is located within the mandatory setbacks and building envelope;
 - ii. The building foundation is located as approved by the DRC; and
 - iii. The building foundation elevation is in compliance as approved by the DRC.
- c. The ILC shall further include the location of the residence or structure on the Lot, in addition to any other improvements on the subject property.
- d. Any deviations from the above tolerances shall be subject to fines pursuant to the Fine Schedule and/or potential legal action.
- e. A copy of the final ILC shall be kept on file at the property management company offices.

F. Final Project Inspection *

- a. The Owner or the Owners' agent shall notify the DRC manager or the property management company in writing when the Owner's project is complete and ready for inspection.
- b. Within ten (10) days of receipt of written notice, or as soon as practicable thereafter, the DRC Manager 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; or 3) any combination or all of the above. The choice of remedies pursued shall be within the sole discretion of the Board of Directors with a recommendation by the DRC, taking into account the circumstances.

G. Construction Rules and Regulations

In addition to the applicable provisions of the Declaration, the Owner shall comply with the 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 and/or possible legal action.

H. Other

Storage of construction materials, equipment, or vehicles on any Lot prior to the commencement of construction is not permitted. Storage of materials, equipment, or vehicles on lots during the period of construction not belonging to the Owner is not permitted unless the Owner has written consent thereof by the Owner of the Lot requested to be used for storage.

I. Variances

- a. For a good cause shown and special circumstances not caused by and out of the control of an Owner, an Owner may apply for a variance from these Guidelines and/or the Declaration. A variance shall only be granted upon a finding of "undue hardship." The Owner shall bear the burden of establishing undue hardship for the DRC not to grant the variance application. A variance is not warranted in the circumstances simply due to the Owner or Architect not agreeing with the Guidelines, nor does such a disagreement, in and of itself, qualify as a hardship. Nor does expense for a certain project presented by the Owner as a variance qualify as "undue hardship."
- b. The application for a variance shall contain a detailed explanation of the reasons, therefore, any applicable fees, and any supporting documentation.
- c. On a new project, the Owner shall submit the request for variance during the Plan Review process.
- d. 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 Plan Review. Work installed or completed prior to the approval or

- denial of the variance could be required to be removed or relocated, and the Owner may be subject to fines.
- e. Due to the uncertain nature of a variance, there will be no set time period for approval or denial.
 - f. Criteria for Approval: In granting a variance, the DRC shall find all of the following:
 - i. There are special circumstances or conditions with respect to the land, Lot, 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 impracticable if not impossible;
 - ii. 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;
 - iii. That such special circumstances or conditions were not created by the Owner and are out of control by the Owner;
 - iv. That the granting of the variance is in general harmony with the purpose of these Guidelines and the Declaration 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
 - v. That the variance does not depart from these Guidelines and/or Declaration any more than necessary.
 - g. All variance requests are made on a case-by-case basis. The DRC, in its discretion, 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 or the Board of Directors shall not set any precedent for any future decisions.

SITE DEVELOPMENT

A. General Site Development Standards

Each building site has its own specific qualities and characteristics. The DRC shall carefully review each site Plan 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 but not onto adjacent lots. 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.

- a. 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 good cause is shown, is discouraged. Height restrictions are measured from the natural average grade.

- b. Existing or Natural Grade means the original or natural topographic grade of a lot/property prior to any disturbance or grading work having been conducted. The Existing Grade shall be based on the USGS elevation provided on a wet-stamped survey of a property by an engineer licensed in the State of Colorado and completed prior to the date of the application. In the case of non-natural or highly irregular topography due to man-made impacts within the existing site development area not created by the Owner, an average slope may be used (see below). On any lot/property exhibiting evidence of cut or fill grade not authorized by the DRC, the Owner may be required to provide a professional soils analysis to determine the natural grade. No excessive fill, excavation, or other artificial methods of grade manipulation will be permitted to create an exaggerated building site to manipulate the building height measurement.
- c. Building design should step the structure(s) with the slope to minimize disturbance and grading for access and drainage.
- d. The proper installation and maintenance of silt fences during construction are required. A P
- e. lan for the placement of a silt fence will be determined during the pre-construction meeting between the Owner or Owner's agent and the DRC manager.
- f. The storage of dirt upon another lot in Buckhorn Ranch shall only be approved by the DRC Manager if a signed letter from the project Lot Owner and the storage Lot Owner is provided. The storage of any dirt on a Lot shall not exceed 90 days without written approval from the DRC.

B. Setbacks/Building Envelope

- a. 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 lots lines defining each Lot. For smaller lots within the Lot M2 and M3 classification, there shall be fifteen (15) foot setbacks from the front lot line and seven and a half (7 ½) foot set back from the side and back lot lines defining each Lot. The front setback and thus the front of the Lot shall be determined by the address of the subject lot.
- b. 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.
- c. 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 that adjoins or is adjacent to a platted road. Corner lots shall have the exact setback requirements with approval from the DRC.
- d. Runway lots shall be subject to the same setbacks as set forth above and shall conform to the object-free zone of 125 feet from the runway's center. This object-free zone includes the prohibition of parking planes or other vehicles longer than 7 days.
- e. Lots shall have all of their corners/monuments staked.

C. Minimum and Maximum Residential Size

- a. The Gross Residential Floor Area (GRFA) for large single-family lots outside of the Lot M2 and M3 areas shall not be less than 2500 square feet, excluding
 - i. An accessory dwelling;

- ii. Any square footage less than seven feet in height;
 - iii. Porches or decks;
 - iv. A garage;
 - v. A hangar;
 - vi. An unfinished basement (for single-family residences only).
- b. For small lots within the M2 classification, the GRFA shall not be less than 1600 square feet.
 - c. For small lots within the M3 classification, the GRFA shall not be less than 1600 square feet.
 - d. The maximum total GRFA of all structures on one Lot shall not exceed 10,000 square feet.
 - e. Multifamily units with less than three bedrooms shall be no less than 800 square feet and no more than 1200 square feet.
 - f. Multifamily units with three bedrooms or more shall be no less than 1200 square feet.
 - g. Multi Family studio-style units shall be no less than 500 square feet.
 - h. GRFA for paragraphs 2-7 above shall exclude those items set forth in paragraphs 1a-e above, as applicable.
 - i. All structures shall comply with any size limitations imposed by the LUR.

D. Heights

- a. The maximum height of all structures within Buckhorn Ranch shall not exceed 32 feet at their peak from the average natural grade at the foundation. Special consideration will be given to structures located on lots with steep natural grades.
- b. Cupolas, weather vanes, chimneys, flag-poles, and other architectural accessories shall not exceed 20% of the building height at its highest point.



E. Combined Lots

- a. 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 Gunnison County requirements for the same and show proof of Gunnison County approval to the Board of Directors.
- b. The setback requirements for combined large Lots outside the M1, M2, and M3 classifications, will be the same as the setbacks applying to the original designated individual Lots unless the Owner applies for a variance or the DRC determines a different setback is warranted. Alteration of the setbacks will be considered a variance and thus fall under those rules and procedures.
- c. Setbacks for combined lots in the M1, M2, and M3 classifications will be 15' front, side, and rear.
- d. The Owner shall be required to execute a written agreement with the Association, acting through its Board of Directors.

F. Retaining Walls

- a. Retaining walls shall be less than four (4) feet in height. Retaining walls taller than four (4) feet shall be subject to a variance review process, shall be terraced or stepped in height to minimize (visual) Impact, and shall be designed by a Colorado-licensed engineer.

- b. 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.

G. Fences

All fences, privacy enclosures, and dog runs shall be approved by the DRC prior to construction or installation.

a. Individual Lot Perimeter Fences

- i. Two or three rail split rail fences are permitted. Stone walls or pillars shall be subject to DRC review. Individual Lot Perimeter fences shall be built on the lot line. However, no fencing is permitted beyond the front of the primary structure. Fences must be natural in color or stained a natural color. Wood picket fences shall be permitted. Fences shall not exceed four (4) feet in height.
- ii. Barbed wire fences are prohibited on lots and shall only be used for the subdivision perimeter fence.
- iii. Stockade or corral fences are not permitted as perimeter lot fences.

b. Privacy Enclosures and Fences

- i. 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.
- ii. 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 the enclosed area within the Lot.

c. Pet Enclosures/Runs

- i. 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 an enclosed area or length for a dog run.
- ii. Invisible electric fences are encouraged.
- iii. With the exception of invisible fences, pet enclosures and dog runs shall be located within the lot setbacks.

H. Signage

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

- a. Standard real estate "for sale" signs.
- b. Address signs not to exceed 1 foot by two feet (1x2) in dimension.
- c. Contractor and construction professional signs not to exceed 3 feet by 3 feet (3X3) in dimension.
- d. Required legal proceeding signs.

- e. Signs shall not exceed four feet in height from grade.
- f. Additional signage language can be found in the Rules and Regulations published for the subdivision.
- g. Other signs as permitted by law.

I. Outside Pools

Outside pools on residential lots are not permitted.

J. Airplane Hangars

- a. Hangars are permitted only on lots directly adjoining the runway or accessible by easement to the runway. Hangars are permitted on Lots 1 and 3, Filing 1, in connection with residential development.
- b. Hangars shall be constructed with materials compatible with the primary structure on the subject lot. Steel buildings must be finished with materials that coincide with the primary structure and the Guidelines. Hangars having an industrial appearance are not permitted.
- c. Hangar location on the Lot shall have the least visual Impact as possible on surrounding properties. Location of hangars on runway lots shall be 'staggered' to neighboring hangars in order to avoid an industrial row-like appearance. Hangars are encouraged to be separate from the primary residence and shall be constructed at the same time as the residence or thereafter. In no case shall a hangar be built before the residence.
- d. Landscaping shall mitigate the visual Impact of the hangar. Large trees may be required to help mitigate the visual Impact of airplane hangars
- e. A home with an integrated hanger may be submitted for review. Such a design may be subject to extended review times but not to exceed 90 days. An "integrated hangar" is one where a hangar is integrated into the primary structure or connected by an enclosed breezeway. For homes designed with an integrated hanger, the following is highly recommended.
 - i. The hangar cannot be a dominant feature of the structure.
 - ii. Maximum height restrictions must follow all existing guidelines.
 - iii. A breezeway between the structures can not be longer than 35 feet
- f. See Commercial Design Review Guidelines for hangar construction on the C (Commercial) Lots.

K. Utilities

- a. All exterior utility site locations shall be noted on the proposed Plans and subject to DRC approval.
- b. All utilities shall be constructed underground and shall be carefully coordinated with existing site conditions so that minimal disturbance occurs.
- c. Connections from trunk lines to individual structures shall also be underground.
- d. Sewer line installations, prior to backfill, shall be individually inspected by the local governing special district responsible for Buckhorn Ranch's sewer service.

- e. Waterline installations shall be individually inspected by the local governing special district responsible for the Buckhorn Ranch's sewer service before backfill.
- f. A water meter supplied by the Buckhorn Ranch Water Company shall be required and installed in the home by the Owner or the Contractor.
- g. All utility meters shall be detailed on the Plan elevations.

L. Snow Storage

Snow storage areas shall be identified on the site plan and must be of minimum square footage equal to 25% of the square driveway footage. The snow storage area shall be a practical location for snow removal services to store snow, and the storage Plan must prevent snow storage on adjacent properties.

M. Phased Projects

Projects comprising multiple residences, whether single-family residences with a separate accessory dwelling unit or multifamily residences within several buildings, proposed to be built contemporaneously with one another in the same neighborhood or on the same Lot in the case of a multifamily lot shall be reviewed on a case-by-case basis. Specifically, the DRC retains the 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 schedules, contracts for third parties, snow shed, 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 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.

ARCHITECTURAL STANDARDS

A. Siting

The structure shall be located within the setbacks in such a way as to maximize the following qualities of the site:

- i. Visual and climatic exposure.
 - ii. Existing slopes, topographic features, and vegetation; and
 - iii. Minimize Impact on neighboring lots.
 - iv. Align the front door to the street view.
- a. Proposed projects shall make use of existing vegetation and topographic features to enhance building design and site improvements. When feasible, the design of such spaces shall coordinate building construction and design and use similar materials from one to the other element.

B. 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.

C. Roof

- a. Roofing materials shall be harmonious in color and texture with the structure and neighboring properties. Permissible colors are rusted, brown, gray, and other approved earth-tone colors. Copper valleys are permitted. All buildings within a lot shall have similar roof material, color, and style.
- b. Concrete or clay tile, asphalt shingles, slate, light or bright colored roofs, and reflective or shiny roofs are not permitted.
- c. Wood shingle or shake roofs are permitted, while metal roof finishes are preferable. Metal roofing must be finished in order to be approved by the DRC. However, rusted roofing is allowed.
- d. Roof pitch shall be a minimum of 6:12 on 60% of the roof.
- e. No unbroken roof plane shall be longer than 30 feet, including roof overhangs.
- f. 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. Dormers must be in proportion to the structure and roof areas to be considered. See examples below.
- g. A minimum of one foot per overhang is required and shall be located within the designated setback.
- h. Roof design should be in a predominately gable style, 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, sheds, and covered entryways.
- i. Secondary roofs shall be allowed to utilize a secondary material so long as the material is harmonious with the overall design theme of the proposed structure.
- j. On sloping sites, the roof should mimic a corresponding stepping with the natural grade, if possible.

- k. 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.
- l. Skylights shall not exceed 4 inches above the roof's surface.
- m. Owners who intend to use solar panels or collectors on their homes (to be installed during construction of the residence or thereafter) shall design such homes with the following in mind. Roof systems should be designed with the correct pitches, exposure, and areas so that the panels follow the roof pitch to maximize solar gain. Panels that lay flat to the roof system are encouraged. Solar panels that sit at an angle to the roof are not encouraged. Solar panels or collectors and other energy-efficient saving measures shall be subject to further Rules and Aesthetic Provisions Governing Renewable Energy Devices and Energy Efficiency Measures. All roof furnishings, accessories, and flashing shall be painted to match the roof. Stand-alone solar panels or systems are not permitted.



D. Exterior Materials and Finishing

- a. Exterior materials and colors shall integrate well together and shall be in muted earth tones, whether by paint or stain. Bright colors for siding are not permitted; however, trim areas and doors using highlighted colors will be subject to DRC review.
- b. The use of transparent stain, semitransparent stain, or reclaimed wood materials is highly encouraged for its variety in color tones.
- c. Reflective or contrasting finishes are not permitted.
- d. Permissible exterior materials are appropriate woods, stuccos, timbers, metals, brick, and natural stone masonry. Vinyl, concrete-based Masonite, plywood, or aluminum siding is not permitted. Synthetic stone will be considered on a

case-by-case basis, and presentation of samples will be required prior to approval.

- e. 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. Materials considered by the DRC that are not representative of the Architectural Theme and Intent of Buckhorn Ranch shall be denied.
- f. Homes with stucco being 40% or more of the exterior finish will require corner boards, window trim, and/or significant timber features.
- g. Developing a color and material palette that differs compared to neighboring homes is encouraged and will be taken into consideration.
- h. Decorative structures, including framing members, must appear heavy in nature and be of a mass consistent with the material used on the structure itself.



E. Exterior Lighting

- a. All exterior lighting shall comply with the LUR, as it may be amended from time to time.
- b. 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 generally be compatible with the primary structure on the property to the extent possible.

- c. Exterior lighting for driveways, walkways, landscaping, front doors, address signage, and the like is permitted subject to DRC approval. Such lighting shall not stay on all night. Timers are encouraged.
 - d. All exterior lighting shall be noted on the floor Plans and elevations.
 - e. Motion-activated exterior lighting is permitted.
- F. Decks, Balconies, and Railings
- a. Decks and Balconies are permitted but shall not be so large as to create an imbalance to the structure as a whole when viewed in totality.
 - b. 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.
 - c. All railings shall be a finished material and shall not be constructed of general framing lumber and/or plywood or engineered materials.
- G. Windows and Doors
- a. Permitted materials for windows shall not be shiny or reflective colors. Bright colors are not permitted.
 - b. Reflective glass windows are not allowed.
 - c. Windows shall be used as a design element and proportional to wall size.
 - d. Door materials are limited to wood, fiberglass, or non-reflective metal. Wrought iron doors will be reviewed on a case-by-case basis.
 - e. Door colors will be reviewed on a case-by-case basis. Unpainted or unfinished metal doors shall not be permitted.
- H. Chimneys
- a. Chimneys are a strong visual element of a home and an important aspect of the 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 finished chimneys shall be reviewed on a case-by-case basis.
 - b. 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.
 - c. Chimneys shall comply with the applicable fire code.
- I. Driveways/Parking
- a. Driveways shall comply with the LUR.
 - b. All Lots with a primary structure and an accessory dwelling must have one dedicated parking spot adjacent to the driveway for one vehicle per bedroom in the accessory dwelling.
 - c. Driveways must be finished with approved gravel, asphalt, or concrete. Road base will not be an acceptable finish material.
- J. Garages
- Garages are required for each residential Lot and maybe detached or attached to the residence as set forth herein. Garages shall be, at the minimum large enough for two

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

a. Detached Garage

- a) Garage materials, siding, and roofing shall be constructed with materials compatible with the primary structure.
- b) Detached garages are permitted on residential lots in Filing 1 and lots in Filing 2A, and lots in Filing 2B, provided not an unclustered lot in the M2 or M3 area. In the M2 and M3 areas, detached garages are permitted only if lots are clustered.
- c) Detached garages are not permitted on M1 lots.
- d) Garage doors shall have a minimum height of 8 feet.
- e) Carports are permitted on a review basis by the DRC. Carports are in addition to a two-car garage. Carports cannot be fenced in and must be used for vehicles (car or truck).
- f) The detached garage's square footage can be no larger than 35% of the GRFA of the main structure.

K. Accessory Structures

- a. Accessory structures such as, but not limited to, greenhouses, sheds, and gazebos, 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.
- b. A maximum of two structures additional to the primary residence shall be permitted on residential lots in Filing 1, on lots in Filing 2A, or clustered lots not in the M2 or M3 area, as long as the first structure is attached to the main home with a breezeway.
- c. The proposed accessory structure should not appear to 'crowd' or over-mass the property as a whole.

L. Accessory Dwellings

- a. Accessory dwellings units are allowed in Filings 1, 2A, and 2B, subject to the following.
- b. In Filing 2B, accessory dwelling units in the M2 and M3 areas must be integrated within the main structure if the subject lot in the M2 or M3 area is not clustered with an adjacent lot.
- c. Freestanding or detached accessory dwelling units are allowed in Filings 1, 2A, and large lots in Filing 2B and on clustered M2 or M3 lots.
- d. Accessory dwelling units are not allowed in the M1 area of Filing 2B.
- e. The GRFA for an accessory dwelling unit shall not exceed 1000 square feet.
- f. Driveway design and parking must satisfy one automobile per bedroom.
- g. Lots with a primary structure and a stand-alone accessory dwelling unit shall have one driveway serving both structures.

M. Fireplaces and Wood Burning Devices

- a. 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 LUR and 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.

- b. 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 than in effect. Additional fireplaces shall be gas-burning fireplaces to minimize pollution.

N. 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.

LANDSCAPE STANDARDS AND IRRIGATION DITCH PRESERVATION

A. Irrigation Ditches

Two irrigation ditches cross Buckhorn Ranch. Any improvement, including landscaping, shall not interfere with any water or ditch rights owned by various ranching entities or easements related thereto, or negatively affect the two ditches that cross Buckhorn Ranch. It shall be the Owner's responsibility to comply with such ditch easements in designing and constructing upon the Owner's Lot.

B. Landscape Concept

- a. Due to the finite water resources in the valley, landscaping Plans that utilize minimal water, such as xeriscaping, are highly encouraged.
- b. 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 given 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 the 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 Lot's finished grade.
- c. Landscaping should reduce the overall massing of the Lot and structures thereon.

C. Plan Preparation

- a. Each Owner in submitting a landscape Plan to the DRC for review shall have a landscape Plan prepared by a qualified professional. The landscape Plan shall be reviewed in great detail.
- b. 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 sizes. 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.

- c. Culverts shall be properly sized to allow storm drainage at driveways and shall be designed by a qualified and licensed engineer.
- d. Landscaping shall be completed no later than 12 months after the certificate of occupancy is issued.
- e. 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. Significant sprouting of plants and grasses shall be present to be considered complete.
- f. Any landscaping installed on road rights-of-way 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 rights-of-way.

D. Materials

- a. 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.
- b. 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.
- c. Stone or gravel, or mulch with unnatural, harsh, or high color contrast is not permitted. Stone or gravel may only be used in back yards as ground cover, for driveway surfaces, and in planting beds not to exceed 100 square feet per bed.
- d. Areas of disturbed soil that are scheduled to be returned to their natural state through the planting of grasses must use a germination blanket, hydroseed, or mulch cover. Seeds covered with hay will not be accepted.

E. Gardens and XeriScaping

Flower gardens and beds are a desirable landscape element and are strongly encouraged. Wildflowers and xeriscaping are encouraged. Vegetable gardens are also permitted.

F. Landscaping Irrigation

- a. All landscaping and landscaping irrigation shall conserve water to the greatest extent possible. Maintenance practices shall conserve water.
- b. All irrigation systems shall be designed and installed in compliance with any and all applicable governmental or local ordinances and codes.
- c. 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.
- d. Irrigated turf lawn shall not exceed 1000 square feet or manicured grasses.

G. Approval Completion

All landscape and irrigation Plans shall be reviewed and approved by the DRC at Plan Review.

H. Performance Guarantee for Landscaping Installation

- a. An Owner shall complete his or her landscape Plan, including irrigation systems therefore, in compliance with the Plans approved by the DRC. A Plan will not be

considered complete until significant sprouting of newly seeded grasses and new plants has occurred. The presence of seed only will not be accepted. A refund of the Deposit will not be considered until this requirement has been met.

- b. 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.
- c. 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. The Owner's Performance Deposit may be used for this purpose.
- d. The control of noxious weeds is the sole responsibility of the Owner and is subject to Gunnison County's regulations on the same. A disturbed area covered in weeds will not be considered regenerated.
- e. Prior to the DRC taking action, the DRC shall deliver to the violating Owner notice of the violation, giving the Owner ten (10) days or such other time as the DRC or Board deems appropriate to remedy such violation, as well as notice of any applicable fines.
- f. For general landscaping improvements after construction, such as the addition of a garden, including a rock garden, planting trees, 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.

VIOLATIONS AND ENFORCEMENT

- A. Enforcement. These Guidelines shall have all enforcement mechanisms as set forth in the Declaration and law, including lien rights, and are enforceable in the same manner and shall have the same force and effect as the Declaration and law. Projects or improvements commenced or built without DRC approval shall be subject to a "stop-work order." Violations of the Construction Rules and Regulation may also result in a stop-work order, as well as the imposition of fines.
- B. Fines. An Owner who violates these Guidelines, including the Construction Rules and Regulations, shall be subject to the fines as set forth in the attached 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 the fine at issue. The decision to impose the fine, subject to the Association's policy thereon, shall be within the discretion of the Board of Directors. An Owner is responsible for any violations committed by the contractor/builder, including subcontractors.
- C. Attorney Fees and Costs. An Owner who violates these Guidelines and/or the Construction Rules and Regulations 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 the Owner by the Association. Payment, therefore shall be due 30 days thereafter.

E. Personal Obligation. All fines and attorney fees, and costs shall be a personal obligation of the Owner and shall bear interest at 18% per annum if not paid by the due date. Other late fees may accrue in accordance with the Association's Collection Policy.

EXHIBITS

A. Fine Schedule

VIOLATION	FIRST OFFENSE	PER DAY	SECOND OFFENSE	PER DAY
Hours of Construction	\$500	\$50	\$2500	\$50
Continuity of Construction	\$500	\$50	NA	NA
Commencing Project without DRC approval	\$2500	\$50	\$5000	\$50
Not building per the approved Plans	\$5000	\$50	TBD	\$50
Construction limits	\$500	\$50	\$2500	\$50
Signage	\$500	\$50	\$2500	\$50
Sanitary Facilities	\$500	\$50	\$2500	\$50
Trailers and Temporary structures	\$500	\$50	\$2500	\$50
RV's / Campers/ Motorhomes	\$500	\$50	\$2500	\$50
Trash Storage and Removal	\$500	\$50	\$2500	\$50
Vehicles and parking	\$500	\$50	\$2500	\$50
Pets	\$500	\$50	\$2500	\$50
Alcohol/Cigarettes	\$500	\$50	\$2500	\$50
Snow removal	\$500	\$50	\$2500	\$50
Materials Storage	\$500	\$50	\$2500	\$50
Job Site Appearance	\$500	\$50	\$2500	\$50
Blasting	\$1500	\$50	\$2500	\$50
Excavation and Excess Materials	\$500	\$50	\$2500	\$50

Concrete	\$500	\$50	\$2500	\$50
Silt fence	\$500	\$50	\$2500	\$50
Property Damage	\$500	\$50	\$2500	\$50
Landscaping	\$500	\$50	\$2500	\$50
Conduct and Behavior or Nuisance	\$500	\$50	\$2500	\$50
Dust, Noise, Oder	\$500	\$50	\$2500	\$50
Stop Work Order	\$2500	\$50	\$5000	\$50

B. Construction Rules and Regulations

CONSTRUCTION RULES AND REGULATIONS for Buckhorn Ranch subdivision.

The following Rules and Regulations pertaining to the construction of all improvements within the community.

These are an abbreviated list of the rules. A full document of the rules is available on the Toad Property Management website.

- a. Construction Hours: Construction shall be permitted from 7:00 am to 7:00 pm (time) from Monday to Saturday.
- b. Continuity of Construction: All construction, reconstruction, improvements, remodels, and alterations shall be prosecuted diligently to completion and shall be completed within 15 months of the commencement. A written request must be submitted to the DRC Manager for a time extension.

The completion of the project includes landscaping.

- c. Design Changes: Any changes to previously approved Plans or projects are required to be re-submitted to the DRC for approval prior to construction on the same. Any projects not built according to DRC approved Plans shall be subject to a fine or a requirement to remedy the violation.
- d. Construction Limits: All construction activity shall be constrained to the Lot on which the project is located. Any damage to neighboring lots will be the responsibility of the Owner to repair and may be subject to a fine.
- e. Signage. The DRC must approve all construction signs.
- f. Sanitary facilities: Sanitary facilities shall be provided at the job site for construction workers.
- g. Trailers and Temporary Structures: No temporary structure, mobile home, modular home, trailer house, construction trailer, travel trailer, or recreational vehicle shall be permitted on any lot, except only as may be necessary during construction and as approved by the DRC. During the construction period, trailers, recreational vehicles and the like shall not serve as lodging for any workers, owners or guests. All trailers and temporary structures intended for construction purposes shall be removed upon completion of the project.
- h. RVs, Campers, and Motor Homes: A motor home, travel trailer, or similar vehicle of any owner or guest shall only be permitted on a lot for a maximum of 80 days in any one calendar year and shall be subject to DRC approval.
- i. Trash Storage and Removal: Regular and daily clean-up of the construction site is mandatory. Trash and debris must be placed and contained in a covered dumpster. Owners or their agents, such as their contractors, shall clean up the trash and debris at the job site daily and on adjoining lands if such trash and debris migrate to adjacent properties. Trash must be removed from the job site weekly or as deemed necessary.
- j. Vehicles and Parking: All vehicles shall be parked on the property under construction, if possible. Otherwise, vehicles shall be parked so as not to interfere with traffic along the right of way. Vehicles shall be removed from community roads and right of ways at the end of each workday.
- k. Pets: Dogs and other pets belonging to the construction workers of contractors are prohibited from the job site during construction hours. Owner's dogs and pets must be on a leash or respond to a voice command. **There is a zero-tolerance**

policy on this. If a dog is seen on site that is not the Owner's dog, fines will be assessed.

- l. Alcohol and Cigarettes: No alcohol shall be consumed at the job site during working hours. The smoking of cigarettes shall only occur within a confined space free of fire hazards and combustibles and shall be extinguished and disposed of in a proper receptacle.
- m. Snow Removal: Any snow removal must be stored on the Lot under construction and not on any community roads, rights of way or easements.
- n. Material Storage: Materials and equipment shall only be stored on the Lot under construction. All equipment and material shall be removed from the Lot once the subject improvement is completed.
- o. Job Site Appearance: Each job site shall be maintained on a daily basis to appear orderly with all trash, debris, material, vehicles, and equipment stored or disposed of as required by these Rules and Regulations.
- p. Blasting: The contractor shall inform the DRC and all residents in proximity of the job site of the date and time of any blasting that is to occur as a result of construction unless the result of exigent circumstances.
- q. Excavated and Excess Materials. Any dirt, rock, and excavated materials are to be stored in accordance with the approved Plans. In no event shall excess materials be stored on open space or community roads. Additionally, excess excavated materials shall be removed from the property at or before the issuance of a CO.
- r. Concrete: Following concrete delivery to the job site, concrete trucks shall not be cleaned or dump excess concrete on any community roads, easements, or rights of way. The cleaning of concrete trucks and dumping of excess concrete is only permitted on the Lot under construction.
- s. Silt Fencing: Properly installed silt fencing is required and will be inspected by the DRC Manager. The location of such fencing shall be at the discretion of the DRC Manager. Silt fences are required to be maintained on the project until all landscaping is completed. See below for proper silt fence installation.
- t. Property Damage: Damage to any adjacent properties or other properties as a result of construction shall be repaired within thirty (30) days of damage, at the expense of the Owner whose Lot is under construction.
- u. Landscaping: Landscaping shall be completed in accordance with the approved Plans within twelve months after the CO is issued. The refund of the construction Deposit will not be awarded without the completed landscaping. NO PARTIAL Deposit refunds will be given.
- v. Conduct and Behavior: Owners and their contractors shall be held responsible for the conduct and behavior of their construction workers. All contractors and workers shall conduct themselves responsibly, safely, and professionally while working construction for any owner.
- w. Dust, Noise, and Odor: Job site, dust, noise, and odor shall be controlled as much as possible.
- x. Stop Work Order: The DRC shall have the authority to issue a Stop Work Order to any owner or contractor for violations as a result of any construction project. The violation of any of the Design Review Guidelines, the Construction Rules and Regulations, and/or the Declaration of Protective Covenants shall be cause for the issuance of a Stop Work Order. Such an order shall be posted at the job site and delivered to the Owner or contractor responsible for such work. The order shall remain in effect until the subject violation is corrected. Working in spite of the Stop Work Order shall subject the Owner to a significant fine.

C. Acceptable Designs

Examples of homes that meet the intent of the Buckhorn Ranch Design Guidelines.

These example homes exemplify the intent of the Design Review Guidelines:

- Exterior finishes colors
- Exterior material mix
- Roof design and proportion





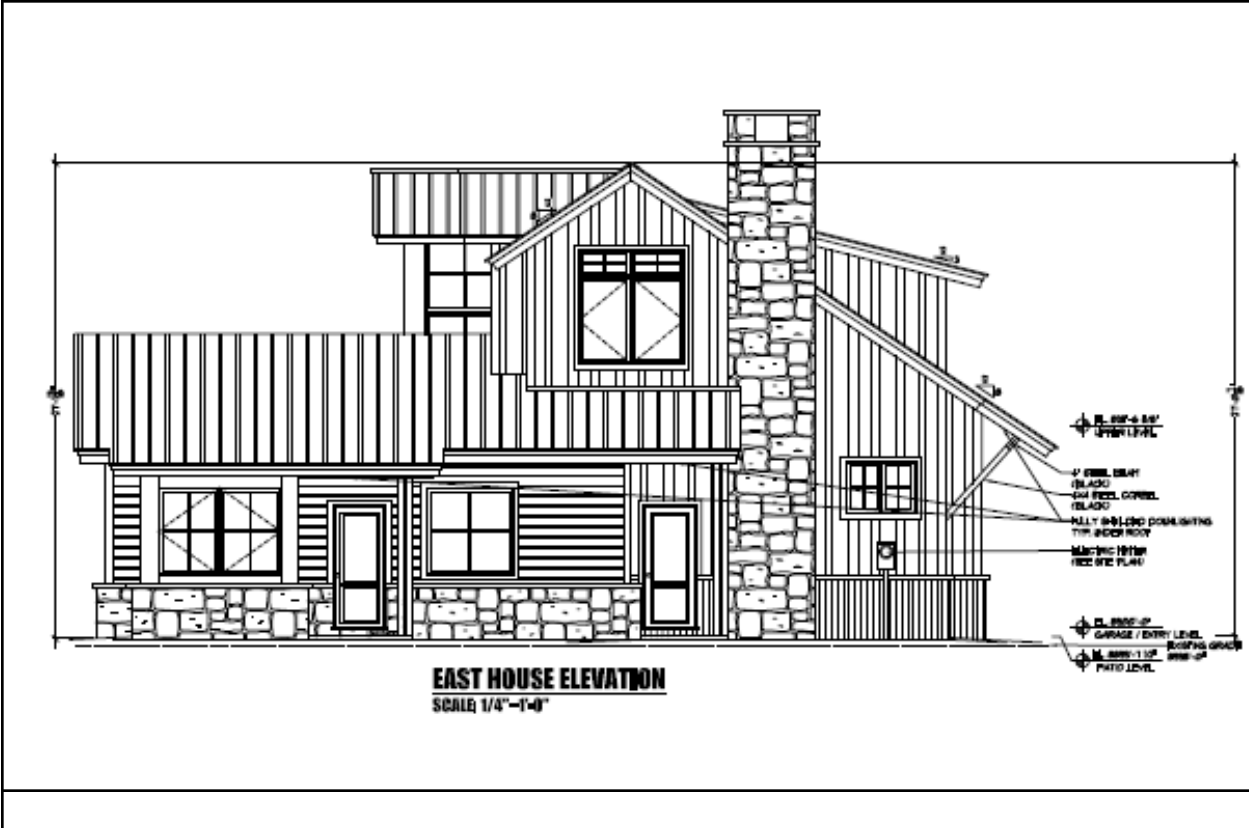
This home is a good example of trim boards on a predominantly stucco finished home





This design is a good example of proportion and material usage.





PLAN SUBMITTAL CHECKLIST

Site	compliant	Non-comp	
Lot & filing numbers with Owners' and builder's and designer's names.			
The scale of 1:10 feet or larger			
Square footage of the Lot			
Property Lines and adjacent property numbers within 20' of the subjected Lot			
Set Back lines – Labels and dimensions			
Adjoining Roads with names			
Easements of any kind – Labels and dimensions			
Proposed utility lines fully labeled			
Existing Topography on a 2' contour			
Proposed final topography on 2' contours			
Building Location, including roof overhangs. All roof overhangs must be within the setbacks.			
Driveway location, dimensions and square footage.			
All proposed improvements (decks, gazebos, greenhouses...)			
Detail and note the square footage of the snow storage. Must be 25% of the driveway SF.			

Architectural	compliant	Non-comp	
Overall concept meets the intent of the Guidelines			
Floor plans at a ¼" = 1' scale			
Note all square footage, including the garage.			
Roof plan at a ¼" = 1' scale with a notation on roof pitches and their overall percentages. The roof must be 60% 6:12 pitch or higher.			
No unbroken roof plain over 30'.			
All fascia is square cut			
Provide elevations at a ¼" = 1' scale			
Detail electric and gas meters on the elevations			

Label all exterior finishes with material and color			
Provide overall height from the EXISTING average grade at the foundation. Not to exceed 32'.			
Provide floor and slab heights			
Provide physical samples of the exterior finishes			
Provide a building sectional at ¼" = 1' scale.			
Call out fireplace fuel			
Call out Fire Protection if needed			
Note exterior lighting locations on the elevations and the floor plans. Make a note of compliance with the Gunnison County LUR requirements for exterior lighting			
Provide a foundation plan			

Landscaping	compliant	Non-comp	
Full finished landscape plan at a 1":10' scale			
Irrigation ditches, including easements			
List and note all materials			
Gardens			
Irrigation plan (sprinkler system). If not planning on irrigation, please note			
Square footage of lawn. Maximum lawn 1000 SF			
Note size of trees or bushes			