

BUCKHORN RANCH
Proposed
COMMERCIAL

DESIGN REVIEW GUIDELINES
AND
CONSTRUCTION RULES AND REGULATIONS

These Commercial Design Review Guidelines are applicable to the development of the following lots in Buckhorn Ranch: Lots C-2, C-3 (Commercial Lots), and Lots 1 and 3 Filing 1. Lot C-1 is owned by the Buckhorn Ranch Association, Inc., and is not permitted to be developed, except that a fence may be built thereon. Pursuant to the Amended and Restated Declaration Protective Covenants of Buckhorn Ranch (Declaration), Lots 1 and 3 can be developed for single-family residential purposes (under the Residential Design Review Guidelines) or for the purposes set forth in Article III and V of the Declaration. Lots C-2 and C-3 must be developed and comply with the Amended and Restated Declaration of Protective Covenants for Buckhorn Ranch. The development of the Commercial Lots is to be consistent with the residential needs of Buckhorn Ranch.

INTRODUCTION

The Amended and Restated Declaration of Protective Covenants for Buckhorn Ranch, Article III states:

Section 3.6 Commercial Lots. A Commercial Lot shall be used exclusively for commercial purposes consistent with the residential development of Buckhorn Ranch. Such commercial use is limited to:

3.6.1 Retail businesses to serve residential Lots, including but not limited to automobile filling or service stations, convenience stores, bars, restaurants, liquor stores, bakeries, clothing stores, daycare centers, or recreational or sports shops. No commercial aircraft fueling stations shall be permitted on any Commercial Lot, Lot 1 or Lot 3.

3.6.2 Lots 1 and 3 may be used for lodges, hotels, motels, and bed and breakfast establishments, and other similar businesses. Lots C2, C3, 1, and 3 shall be limited to an aggregate of 50 short-term rental rooms. The use of such Lots shall be subject to this Declaration and any required approval from Gunnison County.

3.6.3 Association buildings and services, including recreational and community centers and utility stations.

A. Relationship to Declaration

These Commercial Design Review Guidelines are supplemental to the Declaration. Buckhorn Ranch Association, Inc. (Association) hereby declares these commercial design guidelines to be the Commercial Design Review Guidelines of Buckhorn Ranch. Owners, or their agents, when submitting commercial plans to the DRC for approval, should read both the Declaration and these Commercial Design Review Guidelines (Commercial DRG or Guidelines) together. All improvements shall comply with these Commercial DRG and the Declaration. In the event that the Declaration and these Commercial DRG conflict, the Declaration shall govern.

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. Written approval from the DRC for a proposed project is required prior to obtaining a building permit from Gunnison County.

These Commercial Design Review Guidelines will be reviewed once every four years for revisions. The DRC encourages Owners to communicate with the DRC Manager or the Board of Directors concerning possible revisions to the Commercial DRG. Comments regarding proposed revisions may be submitted in conjunction with the annual owners' meeting. Accepted revisions by the Board of Directors will be integrated into the Commercial DRG by January 31st in the four-year rotation. Notwithstanding the foregoing, the Board of Directors may amend these Commercial DRG at any time, at its sole discretion. Notice shall be given to owners to allow for a public comment period.

The action of the DRC, including its Manager and retained Architect on a Plan Review, shall be final, subject to appeal to the Board of Directors, and thereafter, the right of judicial review pursuant to Colorado law. In denying a project at Plan Review, the DRC shall set forth in writing with particularity the reasons for the denial. The Owner shall have the opportunity to resubmit the Plans to the DRC Manager for Plan Review, correcting or amending the items stated by the DRC as the reason for denial so as to bring the proposed project into compliance with these Guidelines and the Protective Covenants, to the extent applicable.

B. Design Review Committee (DRC)

1. The DRC for residential and commercial projects is comprised of the same individuals. The members of the DRC shall be appointed by the Board of Directors of Buckhorn Ranch Association, Inc., and shall be comprised of at least three (3) individuals, but no more than seven (7), at least one of whom shall be on the Board of Directors. All members of the DRC shall be Owners at Buckhorn Ranch and in good standing with the Association, Inc. For the purposes of this provision, "good standing" means current on all dues and assessments in compliance with the Declaration, Bylaws, Rules and Regulations, and policies. A majority of DRC members is required to establish a quorum, which attendance may occur by the presence in person, by video platform, by phone, and a majority vote of those present in person, by video platform, or by telephone 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. The President of the Board of Directors or, when not available, the DRC manager can vote in the case of needing a tiebreaker.

No improvement of any kind shall be commenced, constructed, erected, or maintained on any Commercial Lot or Lots 1 or 3 for commercial use until the plans and specifications have been submitted to and approved in writing by the DRC as set forth hereafter.

The Board of Directors is charged with ensuring compliance with these Commercial DRG. The Board of Directors further has the authority to repeal, alter, revise, change, or amend these Commercial DRG at any time, as needed in the Board of Directors' sole discretion. Written notice of any such change shall be furnished to all Owners who shall have the opportunity to comment thereon. Notice shall be provided by posting the revised Commercial DRG on the Association website. The Board of Directors shall be charged with imposing fines on any Owner who violates these Commercial DRG and/or the Construction Rules and Regulations pursuant to the Fine Schedule.

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

C. Application

All improvements within Buckhorn Ranch shall be required to follow these Commercial DRG, subject to any variance request. Setbacks and other requirements may vary based on lot size, lot combination, if applicable, and other circumstances. Density on each Commercial Lot developed with lodge units, as well as Lots 1 and 3, Filing 1, if also 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.

D. Architectural Theme and Intent; Aesthetics

1. 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. The use of materials such as timbers, natural stone, reclaimed elements, and earth tones to promote a rustic elegance is highly recommended.
 - a. The project will be reviewed for good design principles – massing, location, material usage, color compatibility – as seen fit by the DRC. Adhering to tasteful design principles is a requirement of any commercial project.
2. Concept
 - a. These Commercial DRG are meant to provide a framework by which to design and complete a proposed commercial project. All proposed projects shall be architecturally compatible with the terms set forth herein. Variances are permitted only as set forth hereunder.
 - b. Structures and improvements shall utilize as much natural material as possible, be aesthetically pleasing, and be harmonious with and integrated into the surrounding environment.
 - b. All commercial 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 Commercial DRG. 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 where a Commercial Lot (or Lots 1 or 3, Filing 1, if being developed commercially) is

being developed with more than one building. In that case, commercial buildings may be similar for a cohesive look to the project.

E. Acknowledgment

The DRC is empowered to deny plans, designs, or projects that do not comply with these Commercial DRG at the DRC's discretion. Each Owner acknowledges that the members of the DRC may change from time to time and that the interpretation, application, and enforcement of these Commercial DRG for any proposed project, improvement, or alteration might vary accordingly. Any proposal plans or drawings for any completed or proposed alteration or modification shall not be deemed a waiver of any right for the DRC to withhold approval as to any similar proposals for other alterations or modifications.

The DRC shall use reasonable judgment in accepting or disapproving 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.

F. No Liability

The Association, its employees, its Board of Directors, directors, officers, and the DRC, its committee members, and the DRC Manager 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 the Owner has obtained all applicable permits or licenses, has done its due diligence, and is in compliance with all local ordinances applicable to the subject property and project. Furthermore, the Owner is solely responsible for obtaining opinions from qualified licensed professionals and design 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 design, opinion, or standard of care.

I. 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

Commercial 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 assessable through an online meeting platform.

B. Design Submittal

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.

A \$1500.00 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.

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.

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.

No materials, plans, or other required information shall be submitted to an individual DRC or Board member.

If the first of the month falls on a weekend or federal holiday, the Owner shall submit Plans on the next business day.

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.

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

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.

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.

Owners must notify in writing adjacent property owners of their submitted Plans, including the date of the DRC meeting, to consider 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

- i. 1' = 10' minimum
- ii. Lot boundaries
- iii. streets
- iv. utilities and utility line locations
- v. existing topography on a 2' per line basis
- vi. finish topography on a 2' per line basis
- vii. proposed improvements
- viii. building(s) location
- ix. driveway location
- x. walkway location
- xi. parking areas
- xii. snow shed and snow storage location
- xiii. dirt storage during construction
- xiv. drainage areas
- xv. natural features
- xvi. setbacks
- xvii. right of ways

- xviii. easements, including access easements to other Lots and properties
 - xix. any legal and recorded restrictions
 - xx. 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).
- c. 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.
- d. Proposed landscaping and irrigation plans detailing all plantings and their sizes.
- d. Any other proposed improvements.
- e. Exterior wall section and details, including chimney, exterior stairs, decks, railings, and supports.
- f. All exterior finishes shall be identified on the elevations by location, style, material, and color.
- g. 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.
- h. A perspective sketch may be required to serve as a visual aid.

B. Procedure for Plan Review

1. Plans, fees, and material samples are dropped at the Property Management Company by the first of the month.
2. The DRC Manager and the retained Architect will have ten days to review the technical aspects of the project. The Manager will submit a letter to the project Architect detailing the needed alterations.
3. 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.
4. The DRC will have 21 days to comment on the technical and aesthetic issues with the Plans.
5. 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 and architects are welcome to attend this meeting.

6. The DRC Manager will relay any issues or alterations to the project Architect or Owner.
7. The project Architect or Owner will have 21 days to resubmit the plans, including the desired changes.
8. The DRC will then review the alterations and discuss any further issues at the monthly meeting. At this time, the project will be approved or denied.
9. The DRC manager will inform the project Architect or Owner of the DRC decision.

C. Plan Corrections or Denial

It is not the responsibility of the DRC's Manager, retained Architect, or the DRC to resolve the non-compliance. 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, therefore.
- 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 these Guidelines. Provided the Plans comply with these 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.

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

1. Provide the DRC Manager with a final set of stamped and engineered Plans, either digitally or physically. 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 physical.
2. 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 an express condition for full approval.
3. 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.
- 4.
5. The start of construction to the certificate of occupancy (CO) must be completed within fifteen (15) months of breaking ground.
6. 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.
7. Prior to construction, the builder, Owner, or Owner's agent shall meet with the DRC Manager for a pre-construction review and signing and acknowledgment of the Construction Rules and Regulations.

E. Changes to the Design During Construction

1. 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.
2. Changes made by the Owner to the structure outside the DRC approved plan 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.

F. Fees

1. Review Fee. An Owner shall tender payment for its commercial project in the amount of \$1,500.00 as the DRC Review Fee at the time of the Plan submission. Said fee is non-refundable. An additional fee may be required in the event of additional submittals, re-submittals, or problematic submittals requiring significant additional review time by the DRC Manager, the Architect, and the DRC. This fee shall be assessed for any submittals beyond the second denial or disapproval.

The Association's retained Architect's fee is included in the Review Fee. If an additional outside architect's input is needed during the review process, additional Architect's fees shall be the

responsibility of the Owner. An estimate of these fees will be provided to the Owner before the outside Architect reviews the Plans.

Performance Deposit. As a condition of receipt of written final approval, an Owner shall submit a Performance Deposit for the amount of \$20,000.00. Approval shall not be final until payment of the Performance Deposit has been received and paid.

Owner hereby assumes full responsibility for the cost of any maintenance and repair of damaged Association property or improvements that are necessitated by Owner's activities or the activities of its agents, employees, contractors, or subcontractors. In the event of a violation of this provision, the Association shall have the right, but not the obligation, upon five (5) days' notice to the Owner, to perform any such maintenance and repair of improvements and deduct any costs incurred from the Performance Deposit; provided, however, that in an emergency or other situations requiring immediate attention, no such notice shall be required.

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 obtain approval from the DRC for exterior changes to the structure.
- iii. Failure to complete the project using the exterior materials approved by the DRC, including their location thereof on the improvement;
- iv. Failure to complete the project in a timely manner subject to whether or not an enlargement of time has been granted;
- v. Untimely application for an enlargement of time by which to complete a project;
- vi. Property damage to adjacent lots and other lots within Buckhorn Ranch;
- vii. Damage to Association-owned property, including real property or Association infrastructure outside of the approved project Lot boundaries;
- viii. Repair of road damage in front of and adjacent to the project;
- ix. Violation of the Amended and Restated Declaration of Protective Covenants;
- x. Violation of these Commercial DRG, including Construction Rules and Regulations;
- xi. Unpaid fines pursuant to the Declaration and/or Commercial DRG, Construction Rules and Regulations; and/or
- xii. Other associated fines are related to the foregoing.

Road Fee. In addition to the Performance Deposit, an Owner shall also tender a non-refundable Road Fee of \$1.00 per square foot to the Association for the impact on the roads by construction vehicles.

Small Project Performance Deposit: Small projects with a budget of less than \$20,000.00, 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 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 than the Review Fee for a residence or larger structure. A Performance Deposit in the amount of \$1000.00 may be required for small projects.

G. Progress Inspections

1. The DRC Manager may conduct site visits from time to time to inspect all work in progress and to ensure compliance with the Plans as approved by the DRC, the Declaration, the Construction Rules and Regulations, or these Commercial DRG. 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 any DRC actions as a result of non-compliance.

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 a good cause shown. Failure to correct the non-compliance shall subject the Owner to the imposition of fines pursuant to the adopted Fine Schedule and/or possible legal action.

H. Improvement Location Certificate (ILC) or Improvement Survey

1. Due to setback restrictions and Lot size within Buckhorn Ranch, all applicable building corners must be staked by a Professional Land Surveyor (PLS) prior to any placement of concrete foundation footings. The PLS will prepare an ILC showing all building corners and overhangs are within the required setbacks.
2. The Owner shall provide to the DRC a final ILC performed by a licensed, registered surveyor (or engineer) attesting that:
 - a. The building, including any applicable design features as described herein, is located within the mandatory setbacks and building envelope;
 - b. The building foundation is located as approved by the DRC; and
 - c. The building foundation elevation is in compliance as approved by the DRC (+/- one-foot tolerance).

The ILC shall further include the location of the building on the Lot, in addition to any other improvements on the subject property.

Any deviations from the above tolerances shall be subject to fines pursuant to the Fine Schedule and/or potential legal action.

A copy of the final ILC shall be kept on file at the Property Management Company.

I. Final Project Inspection

1. The Owner or the Owner's agent shall notify the Property Management Company in writing when the Owner's project is complete and ready for inspection.

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 Manager 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:

- a. 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;
- b. Fine the Owner according to the Fine Schedule, subject to the Association's enforcement policy; or
- c. Any combination of the foregoing 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.

J. 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.

K. Variances

1. For a good cause shown and special circumstances not caused by and out of control of the Owner, an Owner may apply for a variance from these Commercial DRG 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 to grant the variance application. A variance is not warranted in the circumstances simply due to the Owner or project Architect not agreeing with these Commercial DRG, nor does such a disagreement, in and of itself, qualify as a hardship. Nor does the expense of complying with these Commercial DRG give rise to the granting of a variance.

A variance can be requested if a guideline is in conflict with governing law.

The application for a variance shall contain a detailed explanation of the reasons for the hardship with any supporting documentation.

An Owner shall submit the request for a variance at or during the Plan Review or as needed during the construction process, but before constructing the element needing a variance.

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 as well as be subject to the Fine Schedule.

Criteria for Approval: In granting a variance, the DRC or the Board of Directors shall find all of the following:

- a. 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 Commercial DRG and/or the Declaration impracticable if not impossible;
- b. That such special circumstances or conditions are unique to the particular use for which the Owner requests a variance and does not generally apply to all uses;
- c. That such special circumstances or conditions were not created by the Owner;
- d. That the granting of the variance is in general harmony with the purpose of these Commercial DRG 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
- e. That the variance does not depart from these Commercial DRG and/or Declaration any more than necessary.

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.

Commercial Area Lots

TOTAL 20.50 ACRES

	N NORTH AVION DRIVE		EAST		SOUTH	
	CL. 10	CL. 10	CL. 10	CL. 10	CL. 10	CL. 10
C1	481.47'	200.00'	188.38'	80.55'	143.13'	154.84'
C2	123.42'	500.00'	21.28'	47.55'	73.57'	88.78'

ADJACENT LAND						
CL. 10	CL. 10	CL. 10	CL. 10	CL. 10	CL. 10	
C3	301.00'	25.00'	32.27'	25.00'	32.27'	25.00'
C4	472.43'	50.00'	30.14'	18.90'	30.14'	18.90'
C5	547.12'	50.00'	47.38'	20.84'	47.38'	20.84'
C6	647.38'	50.00'	58.08'	31.47'	58.08'	31.47'
C7	40.25'	50.00'	43.52'	21.57'	43.52'	21.57'
C8	517.44'	50.00'	44.12'	21.57'	44.12'	21.57'
C9	447.38'	50.00'	38.08'	20.47'	38.08'	20.47'

NOTE: THIS PLAT DOES NOT INCLUDE A LOT 2

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

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A. Structure Sizing

The maximum singular or combined structure size of any commercial building(s) will be 10,000 square feet.

A. Site Usage

Retail Commercial Establishments: Examples of permitted retail and commercial establishments are set forth in Article III of the Declaration.

Section 3.6 Commercial Lots. A Commercial Lot shall be used exclusively for commercial purposes consistent with the residential development of Buckhorn Ranch. Such commercial use is limited to:

3.6.1 Retail businesses to serve residential Lots, including but not limited to automobile filling or service stations, convenience stores, bars, restaurants, liquor stores, bakeries, clothing stores, daycare centers, or recreational or sports shops. No commercial aircraft fueling stations shall be permitted on any Commercial Lot, Lot 1 or Lot 3.

3.6.2 Lots 1 and 3 may be used for lodges, hotels, motels, and bed and breakfast establishments, and other similar businesses. Lots C2, C3, 1, and 3 shall be limited to an aggregate of 50 short-term rental rooms. The use of such Lots shall be subject to this Declaration and any required approval from Gunnison County.

3.6.3 Association buildings and services, including recreational and community centers and utility stations.

1. Restaurants, Coffee Shops, and Bars:

Coffee shops, cocktail lounges, or other places serving food and/or alcoholic beverages (excluding drive-in eating places that serve customers in their vehicles, which are prohibited).

- a) Restaurants serving alcohol will have limited hours of operation to be determined by the Board of Directors.
- b) Outdoor dining is encouraged, but outdoor music, outdoor speakers, live music, and/or live advertising will require special review by the Board of Directors and shall be subject to Gunnison County Noise Guidelines, the result of which might be approval or denial thereof.

2. Accommodations.:

Accommodations include hotels, lodges, motels, and bed and breakfasts (subject to any applicable Sections of the LUR), limited in size to no more than 10,000 S.F., subject to any variance application to the Board of Directors.

3. Temporary Uses and Structures

All temporary uses and structures in Buckhorn Ranch, including temporary greenhouses, shall be reviewed and approved by the DRC or Board on a case-by-case basis and shall be subject to the Covenants and Restrictions.

4. Special Events

All special events shall be subject to the application process, fees, review, and approval or denial by the Board.

B. Setbacks/Building Envelope

Lot usage	Front	Rear	Side
Lots 1 and 3 Lots C-2 and C3	15	7.5	7.5

1. Each structure shall be built within the designated setbacks, including all types of overhangs. All overhangs must be clearly shown on the site plan and will be evaluated for snow shed areas.
2. Corner lots shall have the same setback requirements based on where the front door for the building is facing.
3. Building design should step the structure(s) with the slope to minimize disturbance and grading for access and drainage.

C. Retaining Walls

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

D. Fences

Materials and finishes shall be harmonious and compatible with the primary structure on the subject Lot.

1. Individual Lot Perimeter Fences

- a. Fences on the side or rear of a property shall have a maximum height of 6 feet unless otherwise approved by the DRC for deer protection, fencing for garden areas, or needed screening of development.
- b. Walls and Fences in all areas forward of the front façade of the building, fences, hedgerows, and planter boxes shall not be more than 42" high.
- c. Barbed wire fences are prohibited as perimeter Lot fences.
- d. Stockade or corral fences are not permitted as perimeter lot fences.

E. Privacy Enclosures and Fences

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

F. Exterior Lighting

- 1. All exterior lighting shall comply with the LUR, as it may be amended from time to time.
- G. 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.
- H. 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.
- I. Automatic timers with a shut-off for aesthetic exterior lighting between 11:00 pm and 7:00 am are encouraged. Lighting for signs, walkways, driveways, or entries is excluded.

J. Signage. Any signs are subject to the LUR and the following:

TYPES OF SIGNS THAT WILL BE CONSIDERED.

- 1. Flush-mounted signs may be considered.
 - a. These are mounted flat to the wall, usually just above the display window.
 - b. Flush-mounted signs should not be located above second-floor windows.
 - c. Locate flush-mounted signs so that they fit within panels formed by moldings or transom panels on the façade.
- 2. Projecting signs may be considered.

- a. A projecting sign should be located near the business entrance just above or to the side of the door.
 - b. Projecting signs shall not extend more than 48" from the building
- 3. A window sign may be considered.
 - a. It may be painted on the window or hung just inside a window.
 - b. It may not cover the entire window.
- 4. An awning sign may be considered.
 - a. An awning sign may be woven, sewn, or painted onto the fabric of an awning. A panel sign painted or mounted on the edge of a rigid canopy also shall be considered an awning sign.
 - b. Lights may not illuminate awnings from inside.
- 5. A directory sign may be considered.
 - a. Where several businesses share a building, coordinate the signs. Align several smaller signs, or group them into a single panel as a directory, to make them easier to locate. These signs must be located within the setbacks.
 - b. Use similar forms or backgrounds for the signs to tie them together visually and make them easier to read.
- 6. Freestanding signs may be considered.
 - a. These must be small in scale.
 - b. These cannot be higher than the building and must be contained within the setbacks.
 - c. Off-site signage is allowed in specific locations; Projecting signs may be considered.
 - a. Projecting signs may not be higher than the ridgeline or parapet of the building.
 - b. If the sign projects over the pedestrian way, the bottom must be at least 8 feet above it.

INAPPROPRIATE SIGN TYPES

- 1. Signs that are out of character with the ranch-style quality of the subdivision are inappropriate.
 - a. Animated signs are prohibited.
 - b. Sandwich boards that stand on Association property are not permitted.

- c. Any sign that visually overpowers the building or obscures significant architectural features is inappropriate.
- d. Internally lit signs are not allowed.
- e. Neon signs are not allowed.
- f. Signs painted on roofs are not allowed.

SIGN MATERIALS AND DESIGN

1. Sign materials shall be compatible with those of the building façade.
 - a. Painted wood and metal are appropriate materials for signs. Their use is encouraged. Metal signs should have a wood border or have a wood element.
 - b. Plastic may be used only in limited amounts on signs. Plastic may not be the predominant material on any sign.
 - c. Highly reflective materials that will be difficult to read or are distracting to passing motorists are inappropriate.

SIGN CONTENT

2. Simple sign designs are preferred.
 - a. Avoid sign types that appear too contemporary.
 - b. Limit the number of colors used on a sign. In general, no more than three colors should be used.
 - c. Avoid hard-to-read or overly intricate typeface styles.
 - d. Letters should not exceed an average of 14 inches in height. The tallest letters on a sign may not exceed 18 inches in height. In most cases, smaller letters are more in scale with the average building façade. Up-lighting that causes light pollution is prohibited.

SIGN LIGHTING

1. The light for a sign shall be an indirect source.
 - a. Light shall be directed at the sign from an external, shielded lamp. Internal illumination of a sign is not permitted. The preferred method to light a sign is to downlight the sign from above.
 - b. A warm light, similar to daylight, is appropriate. The blue cast of fluorescent light or the orange cast of sodium vapor causes a shift in the colors of the street as seen historically and are therefore prohibited as light sources. However, energy-efficient compact fluorescent lights may be allowed.
 - c. Lamps that project an image for the purposes of advertising are not allowed.

d. Full cut-off shielded fixtures should be used for all outdoor lighting applications.

e. Exterior Wall Art/Graphics

Exterior Wall art or graphics is not permitted.

f. Outside Pools.

Outside pools are not permitted per the LUR.

M. Airplane Hangars

1. Hangars are permitted only on Commercial Lots adjoining the runway directly or by an easement or on Lots 1 and 3. Hangar height, location, and structure shall be governed by these Commercial guidelines.
2. Hangars shall be constructed with materials compatible with the primary structure on the subject Lot. Steel hangars or hangars having an industrial appearance are not permitted.
3. Hangar location on the Lot shall have the least visual impact possible on surrounding properties.

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

O. Utilities

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

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

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

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

The tap fee for the water line is a fee to access the water system that must be paid to the Water Company. The fee does not guarantee a working physical tap to the water main.

If a building's electrical power needs exceed the existing transformer, it is the responsibility of the Owner to have the transformer upgraded in conjunction with the Electric COOP. The Owner is financially responsible for the upgrade of the electrical equipment servicing the Lot.

P. Garages

1. Garages shall not be larger than and have compatible massing to the primary structure.

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

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

If the garage is attached to the primary structure, the doors may not face the street.

Q. Snow Storage

Snow storage must be detailed on the Plans and be contained within the Lot boundaries. All snow storage will be assessed by the DRC per the site usage and building design.

R. Phased Projects

Projects comprised of multiple buildings proposed to be built contemporaneously with one another on neighboring Lots or on one 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. Owners shall be required to provide, and the DRC shall scrutinize parking plans, construction schedules, contracts with 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.

I. ARCHITECTURAL STANDARDS

A. Siting

1. The structure shall be located within the setbacks in such a way as to maximize the following qualities of the site:
 - a. Visual and climatic exposure;
 - b. Existing slopes, topographic features, and vegetation; and
 - c. Minimize Impact on neighboring sites.

Proposed projects shall make use of existing vegetation and topographic features to enhance building design and site improvements. The design of such spaces shall coordinate building construction and design and use similar materials from one to the other element when feasible.

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. Roofing

Roof forms within the development and for individual buildings shall have varied ridgelines and planes to break up the building and development mass. The DRC may require significant stepping to break up development or a ridgeline over 60 feet.

- a) Commercial shall have roof slopes that are 3:12 slopes or less unless the DRC grants a specific approval.
- b) Reflective roofing material is prohibited.
- c) Non-reflective, flat finish metal roofing material is permitted if the material has a dull appearance.
- d) All building entries, public spaces, decks, and patios shall have roof forms that will protect pedestrians from roof snow and ice shedding.
- e) Vents and rooftop equipment will be screened from pedestrian views to the extent practical.
- f) Restaurant vents and vents for other businesses that have noxious or nuisance emissions shall be located and directed to minimize impacts to surrounding properties, with a preference for upward discharge.
- g) Equipment will be designed and maintained to have a decibel level so as not to violate Gunnison County's Noise Guidelines.
- h) Roof drainage plans will be provided and integrated into the overall drainage plan for a site.

D. Exterior Materials and Finishing

- a) Exterior material 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 using highlighted colors will be subject to DRC review.
- b) Reflective or contrasting finishes are not permitted.
- c) Exterior materials shall integrate well with one another.
- 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) No finish shall cover more than 50% of the building. No finish shall cover more than 60% of one elevation.

- f) 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.
- g) Buildings with stucco being 40% or more of the exterior finish will require corner boards and/or significant timber features, subject to paragraph 5 above.

E. 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) Rooftop decks are permitted on one-story buildings or on the section of the building only having one story.
- c) 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.
- d) All railings shall be a finished material and shall not be constructed of general framing lumber and/or plywood or engineered materials.

F. 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 permitted.
- c) Windows shall be 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) Primary entrances shall orient towards North Avion Drive.
- f) Doors shall be inset to avoid the front door interfering with pedestrians if applicable, but no more than four feet (4'). Entries shall not create a cave-like effect.
- g) All building entries shall be protected from falling and shedding snow.
- h) Secondary doors will be provided for building access via parking, trash service, etc.

G. Chimneys

- a) Chimneys are a strong visual element of a building 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) Decorative structures, including framing members, must appear heavy in nature and be of a mass consistent with the material used on the structure itself.
- c) 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.

H. Structure Sizing

The maximum singular or combined structure size of any commercial building(s) will be 10,000 square feet.

Floor area: Means the sum of all area(s) within the exterior walls of a building or portion thereof, measured from the exterior faces of the exterior walls, excluding the area within attached or detached garages, attics, or crawlspaces provided that such areas meet the following floor area exclusions:

- a) Attic Areas: Attic areas shall have a ceiling height of five feet (5') or less as measured from the top side of the structural members of the floor to the underside of the structural members of the roof directly above.
Attic Areas with Trusses: Attic areas created by the construction of a roof with structural truss type members provided the trusses are spaced no greater than inches (30") apart. Attic Areas with Non-Truss System: Attic areas created by the construction of a roof structure utilizing a non-truss system with spaces greater than five feet (5') in height if all of the following criteria are met:
The area cannot be accessed directly from a habitable area within the same building level; and
- b) The area shall have only the minimum access required by the Building Codes from the level below; and
The attic space shall not have a structural floor capable of supporting a "live load" greater than forty (40) pounds per square foot, and the "floor" of the attic space shall not be improved with decking.
- c) Crawl Spaces: Crawl spaces accessible through an opening not greater than twelve square feet (12') in an area with five feet (5') or less of ceiling height as measured from the surface of the earth to the underside of structural floor members of the floor/ceiling assembly above. Crawl spaces created by a "stepped foundation," hazard mitigation, or another similar engineering requirement with a total height in excess of five feet (5') may be excluded from floor area calculations at the discretion of the Gunnison County Planning Department.

I. Heights

1. The maximum height of all structures within Buckhorn Ranch shall not exceed 32 feet at their peak from the average existing grade at the foundation. Special consideration will be given to structures located on lots with steep existing grades.

2. EXISTING 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 applicant, 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
3. Unenclosed rooftop mechanical equipment or elevators may not exceed the overall 32' height limit.
4. Cupolas, weather vanes, chimneys, flag-poles, and other architectural accessories shall not exceed 10% of the building height at its highest point.

J. Runway Lots

In addition to required compliance with these Guidelines and Construction Rules and Regulations, all runway lots shall comply with the applicable Buckhorn Ranch Plats map for runway setbacks and object-free zones.

K. Driveways and Parking

1. Driveways and parking areas shall comply with the Gunnison County LUR.
2. All parking plans will be assessed per the building usage and the Lot size.

Commercial development is required to provide and maintain the following number of parking spaces:

Land Use	Number of Parking Spaces
Commercial, Retail, and Office	1 space per 1,000 sq. ft. of leasable area
Bar, and Restaurant or other food establishments	1 space per 300 sq. ft. of gross floor area
Lodging and Accommodation Units	1 space per bedroom plus ADA as required.

L. Fireplaces and Wood Burning Devices.

Fireplaces shall be gas-burning.

M. 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.

II. LANDSCAPE STANDARDS AND IRRIGATION DITCH PRESERVATION

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

A. Landscape Concept

1. The landscape concept should include rear and side yards, as much as the front yard. The concept shall be refined and elegant. The landscape plan for a proposed project shall be integrated with the neighboring properties. Attention shall be given to natural sage vegetation, earth forms, drainage patterns, 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.
2. Landscaping should reduce the overall massing of the Lot and structures thereon.
3. The landscaping shall be installed in full by the end of the first full growing season from building CO.
4. Automatic sprinkler systems are encouraged, especially for trees.
5. The use of drought-resistant materials is encouraged.

B. Plan Preparation

1. Each Owner in submitting a landscape plan to the DRC for review shall have a landscape plan prepared by a qualified and licensed professional. The landscape plan shall be reviewed in great detail by the DRC.
2. The landscape plan shall be prepared at a scale of 1" = 20 feet or larger and shall include the existing roads, rights-of-way, easements, Lot 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.
2. Culverts shall be properly sized to allow storm drainage at driveways and shall be designed by a qualified and licensed engineer.

3. 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.
4. 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.

C. Materials

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

D. Gardens and Xeri-Scaping

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

E. Landscaping Irrigation

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

F. Approval and Completion

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

G. Performance Guarantee for Landscaping Installation

1. An Owner shall complete a landscape plan, including irrigation systems, therefore, in compliance with the Plans approved by the DRC.

2. In the event an Owner fails to complete the landscaping plan in accordance with the approved Plans, the DRC shall have the right to remedy such non-performance, which shall include any applicable fines per the Fine Schedule.
3. The DRC may complete the landscaping plan at the Owner's expense pursuant to the approved landscape plans. The DRC shall also have the right to remedy non-maintained or improperly maintained landscaping by removing and/or replacing the same at the Owner's expense.
4. Prior to the DRC taking action, the DRC shall deliver to the violating Owner notice of the violation, giving the Owner ten (10) days to remedy such violation and notice of any applicable fines. The assessment of fines shall be subject to the Association's enforcement policy.
5. 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 or installing a walkway, paving a driveway or parking area, 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.

III. VIOLATIONS AND ENFORCEMENT

- A. Enforcement. These Commercial DRG shall have all enforcement mechanisms as set forth in the Declaration, including lien rights, and are enforceable in the same manner and shall have the same force and effect as the Declaration. Projects or improvements commenced or built without DRC approval shall be subject to a "stop-work order."
- B. Fines. An applicant or Owner who violates these Commercial DRG, including the Construction Rules and Regulations in connection therewith, 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 enforcement policy thereon, shall be within the discretion of the Board of Directors.
- C. Attorney Fees and Costs. An applicant or Owner who violates these Guidelines shall be responsible for attorney fees and costs incurred by the Association for the enforcement of these Guidelines.
- D. Payment. Payment for fines and attorney fees and costs shall be invoiced to the applicant or 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/applicant and shall bear interest at 18% per annum if not paid by the due date. Other late fees may accrue if determined appropriate by the Board of Directors of the Association. Fines and other costs are subject to the Association's lien rights.

IV. EXHIBITS

- A. Fine Schedule

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

