

**TIMBER CREEK ESTATES AT BLUE RIVER
HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL GUIDELINES
AND PROCEDURES**

Timber Creek Estates at Blue River Homeowners Association, Inc.
and Architectural Review Committee
P.O. Box 754
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1. STATEMENT OF PURPOSE

The Timber Creek Estates at Blue River Homeowners Association, Inc. (the "Association") Architectural Guidelines have been created to provide direction to the Owners for the improvements of their properties. These guidelines constitute standards and requirements to which each Owner must adhere, whenever he/she proposes to build on his/her Lot, reconstruct, add to, change the exterior of an existing structure or create major landscape improvements, subject to waivers or variances granted by the Architectural Review Committee.

The Architectural Guidelines are promulgated and administered by the Architectural Review Committee (the "ARC") in accordance with the Declaration of Restrictive Covenants for Timber Creek Estates, and amendments thereto (collectively, the "Declaration"), and pursuant to the authority granted therein to the Board of Directors of the Association.

The protection of the value and desirability of the Real Estate is a fundamental principle of the Association and to that end these Architectural Guidelines establish certain requirements which apply to all improvements on a lot. A design review process (the "Design Review Process") has been established for this activity, encompassing the following three phases:

1. The Sketch Plan Conference, during which each Owner along with his/her architect/designer may review their ideas and sketch plans regarding improvements on a lot with the ARC before any formal plans are prepared. Such conference may be in person or by mail, if in person such notice shall be given to ARC no later than 15 days prior to meeting.
2. The Final Submittal, at which time the ARC will review final construction documents, including materials and color board, to confirm that they are consistent with the Sketch Plan Conference. The owner and contractor must sign an agreement that corresponds with the Design Guidelines prior to submitting for a building permit.
3. There will be final inspection of the improvements by a representative of the ARC to determine whether actual construction has been completed in compliance with the approved plans, approved changes, and the Architectural Guidelines.

The Design Review Process was developed to provide adequate checkpoints throughout the design and development phases, so that time and money are not wasted on plans and designs which do not adhere to the Architectural Guidelines or to the overall design principles of the Association.

Therefore, it is extremely important that the design steps of the Design Review Process be followed in their entirety, and in correct sequence.

It is strongly recommended that an Owner retain competent professional services for planning and design to ensure a thorough understanding of the Architectural Guidelines as well as to provide the ability to communicate to the ARC the concept and design of a proposed residence and improvement.

The Design Review Process is intended to operate sequentially with the plan review process required by the Town of Blue River for obtaining a building permit. An application for a building permit should not be submitted to the town prior to confirmation of Final Design Approval by the ARC. However, the association's Design Review Process is independent of the town's technical plan review and design review process and is solely intended to enforce the Association's Architectural Guidelines. Therefore, each Owner or Owner's agent shall accept the responsibility for the proposed improvement's adherence to the Town of Blue River's design, zoning and building code standards.

Plans and specifications shall be approved by the ARC as to style, exterior design appearance and location. It is not the responsibility of the ARC to approve or evaluate the plans with regard to engineering design or for compliance with zoning and building ordinances. By approving such plans and specifications the ARC, the members or agents thereof, the Association, and the Board of Directors of the Association assumes *no* liability or responsibility, nor is responsible for any defect in any structure constructed from such plans and specifications. Approval of plans and specifications by the ARC is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes. Except as prohibited by the Declaration, the ARC may grant reasonable variances or adjustments from any conditions and restrictions imposed in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose hereof.

2. SITE PLANNING GUIDELINES

All major landscape improvements to any lot must be reviewed by the ARC. Major landscape improvements may include, but are not limited to: planting trees, building fences or walls, installing statues, outbuildings, recreational products or other visibly apparent permanent or semi permanent structures, and relocating driveways.

2.1 LANDSCAPING

No Lot Owner shall install nor maintain a lawn of more than 1,000 square feet on a single family lot, nor more than 2,000 square feet on a duplex lot, unless authorized by the Timber Creek Water Company. Any tree removal must comply with the Town of Blue River Code.

2.2 CONSTRUCTION AREA AND SETBACKS

Buildings and structures must be sensitively sited on a lot to preserve view corridors from existing and future houses on neighboring properties. The setback to contiguous properties shall conform to Summit County requirements. No structure shall be located on any lot closer than 25 feet from the right of way of any dedicated public street or road, or any closer than 15 feet to any lot line that does not form the boundary between the subject lot and a public right of way. As of this writing, setbacks are 25 feet from the front and rear and 15 feet for each side-yard. In addition, eaves, decks, overhangs, and patios shall be considered as part of a building.

2.3 GRADING AND DRAINAGE

Site grading and drainage must occur with minimum disruption to the lot, without altering natural drainage patterns as the runoff leaves the lot, and without causing conditions that could lead to unnecessary soil erosion, slippage or subsidence. Sloped sites must not be reshaped to accommodate an inappropriate design.

In the event any excavation for any purpose on any lot disrupts the access, water supply, sewage lines, or electric services of any other property within Timber Creek Estates, the Owner of such lot will be fully responsible for any and all expenses incurred by the disrupted Property Owner.

Surface drainage upon and across any Lot must be addressed through the implementation of sound construction and grading practices. Existing points of entry and exit to and from a Lot by historic surface drainage must be respected. Any improvement which creates an obstruction to surface flows resulting in a back up of water onto a neighboring Lot or tract is strictly prohibited. Ground levels should be established at a vertical elevation such that final placement of backfill, walks, drives, and porches will produce a positive drainage away from the structure in all directions.

2.4 ACCESS DRIVES

Only one access drive shall be allowed for a single family residence, two drives for a duplex residence. Paving of driveways is mandatory. Buildings finished after paving season must post a bond covering one and one half times the written cost of paving before final approval.

In order not to impede the flow of water in a drainage ditch, a concrete or metal culvert pipe(s), with a diameter of 12 inches or greater, may be required to be installed beneath an access driveway, between the road shoulder and the property line, at the Owners sole expense. The flow line of the pipe(s) shall be aligned and sloped so that storm flows will continue smoothly and unimpeded beneath the driveway crossing. Any maintenance required on, in or around such culvert shall be the sole responsibility of the then current owner of such lot. The Board of Directors reserves the right to require such maintenance be performed at the Owners expense in the event any Owner is negligent in such maintenance.

2.5 WALLS AND FENCING

All fences, walls or other screening barriers must be consistent with the Town of Blue River Code and shall enhance the neighborhood image and must be of a mountain character. The purpose of fencing shall be to provide privacy, provide enclosed space for pets and people, provide a wind break and add to the aesthetics as part of landscape design. Lot owners are encouraged to use see-through fencing, keep fences as low as possible, landscape around the fence to help it blend in with the land, use natural materials and colors such as wood and rocks and include natural looking berms with trees and other foliage. Solid fences that surround the lot boundary, fences that dominate the property or "stick out", fences higher than six feet, chain link fences or snow fences, are strongly discouraged and will not be approved absent necessary and extenuating circumstances. In keeping with the above concepts, no site walls or fences will be permitted which delineate the lot, although it is understood that such walls or fences may define small pet runs or small yards, courtyards or terraces in close proximity to the residence for the purpose of privacy. Privacy or screen walls must not exceed six feet in height, measured from existing natural grade, and they may not encroach into any rights of way. All walls and fences must be approved by the ARC prior to construction and given final approval once construction is complete.

2.6 STORAGE TANKS

All fuel tanks, water tanks or similar storage facilities must be installed underground.

2.7 ANTENNAS AND SATELLITE DISHES

No radio or television broadcasting or receiving antenna, satellite dish or receiver, or other similar apparatus shall extend above the roof of the dwelling. Conventional TV antennas shall be mounted within the attic of the structure. Any receiving or broadcasting equipment to be located outside the structure shall be screened from view from streets and adjacent lots or tracts. Satellite dishes and multi-channel multipoint distribution systems shall be 24 inches or less in

diameter and shall be mounted in the least obtrusive manner possible. All plans and installation of such equipment outside a structure requires ARC approval.

2.8 SIGNAGE

No sign or flag of any kind shall be displayed to the public view on any lot or tract except as set forth herein:

- (1) One sign of not more than six square feet (two feet x three feet) advertising the property for sale;
- (2) Signs used by a builder to advertise the property during the construction and sales period;
- (3) Signs by lot or tract owners identifying the owner's name, the lot or tract number, and/or the address of the lot or tract;
- (4) Political campaign signs may be displayed subject to the following:
 - a. No more than one sign per political office or ballot issue may be displayed;
 - b. No sign may exceed eight square feet in area; and
 - c. No sign may be displayed earlier than forty-five (45) days prior to the election to which the signs relate and shall be removed within seven (7) days following the election to which the signs relate;
- (5) One American flag may be displayed subject to the following:
 - a. The size of the American flag shall not exceed four feet high by six feet wide;
 - b. The American flag should not be displayed on days when the weather is inclement, except when an all weather flag is displayed; and
 - c. Display of the American flag shall at all times comply with the Federal Flag Code (PUBLIC LAW 94 - 344).

Notwithstanding these guidelines, no sign or flag shall be placed on the property or on any lot or tract without first being approved by the ARC. In addition, signs and flags shall conform to the Town of Blue River ordinances.

2.9 LIGHTING

Exterior lighting must be downward cast or obscured to prevent light pollution and light trespass (cast light across property lines is light trespass). Spot lighting is only permitted for safe passage and must be controlled by motion sensor and be illuminated for limited duration

All exterior lighting must be of a low-level subdued intensity and shall be approved by the ARC before installation.

2.10 SWIMMING POOLS AND SPAS

Swimming pools are not permitted in the Association. Outdoor spas, if any, should be shown on the submitted plans, incorporated into the overall design and structural engineering of the residence and must be placed on a deck or patio of the property. All spas must be constructed and drained according to Summit County regulations.

3. ARCHITECTURAL DESIGN STANDARDS

It is the intent of these standards to promote an architectural design that is compatible with the natural landscape and is environmentally sound.

3.1 SIZE

A single family dwelling shall consist of a minimum of 1800 square feet, exclusive of garages, porches or walkways. Duplex dwellings shall consist of a minimum of 1,600 square feet for each dwelling unit of the duplex, exclusive of garages, porches or walkways. The maximum size allowable shall be 8,000 square feet for a single family home and a total of 12,000 square feet for a duplex home with no more than 6,000 square feet allowed on either side of the duplex. Each single family dwelling, and both dwelling units of a duplex, shall have a minimum of a two car attached garage. Duplex units shall be attached to one another, and not be free standing dwellings merely sharing the lot.

3.2 PREFABRICATED BUILDINGS

Buildings that are constructed off-site and require transportation to any lot, whole or in partial assembly, will not be permitted; this includes mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state. However, structures that are assembled off-site and completely disassembled for transportation, including log cabins or custom designed modular buildings, may be permitted. The aesthetic merits of any such structures are subject to review and approval by the ARC.

3.3 HEIGHT OF STRUCTURES

The height of a structure shall be determined in accordance with applicable Summit County and Town of Blue River Land Use and Development Code provisions.

The maximum allowable height limit is thirty-five (35) feet for all buildings above original grade.

3.4 EXTERIOR WALL & ROOF SHAPES AND DIMENSIONS

- a. Residential designs must be of a scale and mass which relate comfortably to pedestrians, both residents and visitors. Siting of the structure must integrate into the natural slope whereby roofs and foundations must step up or down where appropriate to conform to the natural contour of the lot. Individual duplex units must be offset both horizontally and vertically to integrate into the natural slope as well as to mitigate building mass. Meaningful offsets, sheltered porches, decks, entry elements, exterior details, dormers, etc. are strongly encouraged to break down overall physical and visual mass.
- b. Unbroken vertical height on an exterior wall shall not exceed 20 feet.
- c. Single story walls may not exceed an unbroken length of 32 feet without a horizontal offset.
- d. Two story walls and gabled walls may not exceed an unbroken length of 24 feet without a horizontal offset.
- e. Continuous ridges of roofline may not exceed 45 feet in length.
- f. All roofs must have a minimum 12 inch overhang.
- g. A minimum of 30 inches of non-porous material (stone, faux stone, corrugated metal) must be installed around the entire base of the structure and must include a visible horizontal cap such as a water sill at the top of such non-porous material. Material used must break or step down only on an inside corner.

3.5 EXTERIOR MATERIALS

Exterior materials should generally be materials that blend and are compatible with the native landscape. Exterior materials can consist of wood, including shingles, native stone materials, corrugated metal and stucco. Heavy timber and log structural accents are encouraged.

Stucco may be used only as an accent material (on chimneys, gable ends, etc...) and may constitute no more than 20% of exterior wall total area. No one material may be used on more than 80% of total exterior wall area, not including the required non-porous 30 inch base.

Plywood siding is discouraged unless the applicant can demonstrate to the ARC that the specific proposed application would result in a finished appearance indistinguishable from an individual board siding application. Synthetic sidings, such as aluminum, vinyl and fiberglass products, are not allowed.

3.6 EXTERIOR COLORS

The color of exterior materials must generally be subdued to blend with the natural landscape. Earth tones are recommended, although restrained use of accent colors may be permitted. Bright colors such as Bronco blue and orange are prohibited.

3.7 WINDOWS, DOORS AND SKYLIGHTS

Highly reflective glazing material and mirror like sun screening films are prohibited for use in windows, glazed doors, skylights, or for other exterior applications. The use of windows and door assemblies with "divided lights" is encouraged to further bring the overall building mass to a proportion that relates to a human scale. The exception would be in the primary view wall of a great room or family room where larger uninterrupted expanse of glass will be allowed. Repetition of consistent sizes of windows is also encouraged as opposed to a jumble of mismatched unrelated units.

3.8 GARAGES

Garages shall not accommodate more than three automobiles and must be composed of the same family of materials, details and colors as its associated residential structure. On duplex lots, garage doors that accommodate separate units may not be in the same plane or directly adjacent to one another unless they are horizontally and vertically offset by a minimum of 6 combined feet OR are at an angle of at least 20 degrees OR have a minimum 30 foot separation. All garage doors must have a wood façade.

3.9 SOLAR APPLICATIONS

Passive solar design is encouraged. Active solar applications will be approved by the ARC if the hardware is sufficiently integrated into the structure or landscaping of a lot so as to appear unobtrusive or not result in excessive reflective glare from any other lot or property.

3.10 CHANGES OR ADDITIONAL CONSTRUCTION

All exterior changes or additions to the approved plans before, during, or subsequent to their initial construction must be approved by the ARC before the alteration may be implemented.

3.11 NO CONSTRUCTION OF IDENTICAL BUILDINGS

All homes in the neighborhood should have a unique appeal and be individually designed and engineered for the specific lot. Substantially similar or identically designed homes will not be permitted.

4. DESIGN REVIEW PROCEDURES

4.1 SKETCH PLAN REVIEW

Prior to preparing detailed plans for any proposed improvement it is required that the Owner and/or his/her architect/designer meet with the ARC to discuss the proposed sketch plans. The meeting will help to identify, and attempt to resolve, any questions regarding building requirements or site issues. This review is to offer guidance prior to preparing final plans. Please contact a member of the ARC to schedule a meeting time.

For the Sketch Plan Review meeting with the ARC, please submit:

1. Site Plan Sketch (scale at 1"=10'-0" or 1"=20'-0"), showing the entire property, including setbacks, the residence, the driveway, parking area, existing and proposed topography, location of proposed water and sewer lines, and all trees of 4 inch diameter or greater at chest height.
2. Site Survey (scale 1"=10'-0" or 1"=20'-0"), by a registered land surveyor or licensed civil engineer showing lot boundaries and dimensions, topography (2 foot contours or less), major terrain features, all trees of 4 inch diameter or greater at chest height, edge of road and utility locations, and location of all easements as noted in Declaration or other documents of record. Site Plan and Site Survey may be combined.
3. Floor Plan Sketches (scale ¼" or 1/8" = 1'-0"). The Floor Plans must show proposed finished floor elevations and exterior dimensions of the residence.
4. Elevation Sketches (scale ¼" or 1/8" = 1'-0") indicating exterior materials. The elevations must show the dimension to the highest point of the roof structure, as measured in accordance with Summit County Land Use & Development Code.

4.2 FINAL DESIGN SUBMITTAL

After preliminary sketch plan approval is obtained from the ARC, the following construction documents in their entirety are to be submitted for final review prior to submitting for a building permit:

1. Site Plan (scale at 1"=10'-0" or 1"=20'-0") showing the entire property, including setbacks, easements (public, pedestrian & utility), the residence, decks, patios, the driveway, parking area, snow storage area, existing and proposed topography, location of water and sewer lines, and all trees of 4 inch diameter or greater at chest height which are proposed to be removed.
2. Floor Plans (scale ¼" or 1/8" = 1'-0"). The Floor Plans must show proposed finished floor elevations and exterior dimensions of the residence.
3. Building Sections (scale ¼" or 1/8" = 1'-0"), indicating existing and proposed grade lines.
4. All Exterior Elevations (scale ¼" or 1/8" = 1'-0") showing both existing and proposed grade lines, side and front elevations, three dimensional drawings if available, plate heights, ridge heights, roof pitch, and indicating ALL exterior materials. The elevations must show the dimension to the highest point of the roof structure, as measured in accordance with Summit County Land Use & Development Code.
5. A color board depicting final exterior materials, colors and textures for all elements of the exterior of the home, including but not limited to windows, doors, exterior lighting fixtures (pictures of all lighting fixtures are required), trim, corner molding, stone or metal work, roofing, siding, decking and handrails for staircases and decks.
6. Landscape Plan (scale 1" = 10') showing size, type and location of all proposed plants, trees, and yard areas. The Landscape Plan may be combined with the Site Plan.
7. The Lot Number and Street Address of the proposed project, Project Owner name, all contact phone numbers and the US Postal Mailing Address of the Project Owner.
8. The date of submittal from the Owner must be included on all plans, changes of plans, and future additions.

4.3 REVIEW PROCEDURES

The ARC will acknowledge to Owner in writing the date on which such plans were received. The ARC will then meet to review the submittal and will respond in writing within 7 calendar days after their meeting, barring unavoidable delays, but no later than 30 days after the ARC has acknowledged receipt of final submittal for consideration by the ARC.

Any response an Owner may wish to make regarding the results of a design review must be addressed to the ARC in writing. The owner may appeal any decision of the ARC to the Board of Directors.

The final written approval by the ARC shall be valid for a period of eighteen (18) months. If construction has not started before the end of this time period, any approval shall be automatically revoked. The review process will have to be made again without any assurance that a previously approved design will be accepted.

4.4 COMPLIANCE DEPOSIT

A compliance deposit of \$3000 is required prior to commencing construction. This deposit will be used as payment toward any fines assessed, legal fees, or any other expenses that the ARC may incur related to compliance with these Architectural Guidelines and the approved Final Plans. The deposit, less any fees, fines or expenses, will be refunded within 30 days after the Final Release.

The Owner shall be responsible for all fees, fines, and expenses incurred by the Association that may exceed the Compliance Deposit. Any such additional expenses must be paid by the owner to the ARC prior to Final Release.

4.5 COMMENCEMENT OF CONSTRUCTION

The Owner shall complete the construction of the exterior of any improvement of his/her lot within 12 months after commencing construction. The entire project, including landscaping must be complete within 18 months. If the Owner fails to comply with this schedule, or if the diligent and earnest pursuit of the completion of the improvement ceases, the ARC may, upon the passage of sixty days after written notification to the Owner, proceed to have the exterior of the improvement completed in accordance with the approved plans, or remove the improvement and restore the lot to its pre-construction condition, to the greatest degree possible. All costs relating to the completion or removal shall be borne and be reimbursed to the ARC by the Owner, to be secured by a continuing lien on the lot.

4.6 FINAL RELEASE

Upon completion of any residence or other improvement and before application for the Certificate of Occupancy, the Owner or builder shall give written notice of completion to the ARC.

Within 10 days of such notification, a representative of the ARC may inspect the residence or other improvements for compliance. If all improvements comply with these Architectural Guidelines, the ARC may issue a written approval to the Owner, constituting a final release of the improvements by the ARC, which release is to be issued within 15 days of the final inspection.

If it is found that the work was not done in compliance with the approved plans or any portion of these Architectural Guidelines, the ARC may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, which notice is to be issued within 15 days of the final inspection.

The Owner shall have 45 days from the date of notice of noncompliance within which to remedy the non-complying portions of his improvement. If, by the end of this time period the Owner has failed to remedy the noncompliance, the ARC may take action to remove the non-complying improvements as provided for in these Architectural Guidelines, including, without limitation, injunctive relief or the imposition of a fine. Owner shall be fully responsible for the cost and expense of all changes necessary to bring the improvement into full compliance with the plans as approved.

If the ARC fails to issue a final release, and also fails to issue a notice of noncompliance to the Owner, within 30 days of the ARC's receipt of the Owner's or builder's written notice of completion, the completed improvements shall be deemed to be in compliance with plans as approved by the ARC and in compliance with these Architectural Guidelines.

5. CONSTRUCTION REGULATIONS

5.1 PURPOSE

In order to ensure that the natural landscape and all neighboring properties are respected, and the nuisances inherent to any construction process are kept to a minimum, the following regulations shall be enforced during the construction period of all improvements at the Association. Any violation of these regulations by an Owner's agent, representative, builder, contractor or subcontractor shall be deemed an infraction by the Owner. (See Section 6.8 ENFORCEMENT).

The continued or habitual violation of these Architectural Guidelines by a general contractor, subcontractor, or materials supplier will result in the withdrawal of approval by the ARC for the approval to perform work at the Association.

5.2 HEALTH AND SAFETY COMPLIANCE

All applicable statutes, ordinances, or rules pertaining to safety and health, hazardous material, toxic substances or wastes, including all relevant Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

5.3 CONSTRUCTION TRAILERS

Upon commencement of construction, a reasonably sized construction trailer may be located on the building site, clear of all setbacks.

5.4 TRASH RECEPTACLES AND DEBRIS REMOVAL

Owners and builders shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times for the disposal of all waste materials. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the lot or in the Association.

All concrete washouts, from both trucks and mixers, must occur on the Lot, clear of all setbacks, in a location where it will ultimately be concealed by structure or covered by backfill. Washout in road rights-of-way, setbacks, common areas, or adjacent properties is strictly prohibited.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other lots or open space. Any clean-up costs incurred by the ARC, or the Association, in enforcing these requirements shall be payable by the Owner. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of the Association.

5.5 SANITARY FACILITIES

Each Owner or builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets must be located within the lot, clear of setbacks.

5.6 CONSTRUCTION ACCESS

The approved access drive will be the only construction access to any lot.

5.7 VEHICLES AND PARKING AREAS

Construction crews will not park on, or otherwise use, undisturbed portions of lots or open space. During construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway provided they are not parked opposite a driveway on the other side of the roadway. During these limited occurrences, vehicles must be off the paved surface of the roadway or cul-de-sac to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring lots, in nearby driveways or on open space. Changing oil or other vehicle maintenance is prohibited.

5.8 EXCAVATION MATERIALS

All excess excavation materials must be removed from the Association. It must not be deposited on common land or other Lots without prior written approval by the ARC.

5.9 DUST AND NOISE CONTROL

The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site. The sound of radios or of other audio equipment must not be audible beyond the property perimeter of any lot. Repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.

5.10 MATERIAL DELIVERIES

All building materials, equipment and machinery required to construct a residence on any lot at the Association must be delivered to and remain on each lot, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at the Association overnight. Some limited encroachment may be considered where unique terrain, vegetation constraints or limited lot widths may warrant. Material delivery vehicles may not drive across adjacent lots or tracts to access a construction site.

5.11 FIREARMS

The possession or discharge of any type of firearm by construction personnel on any construction site, Lot or Common Areas within the Association is prohibited.

5.12 ALCOHOL AND CONTROLLED SUBSTANCES

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, Lot or Common Area within the Association is prohibited.

5.13 FIRES AND FLAMMABLE MATERIALS

Careless disposal of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, are prohibited. All regulations of the Fire Protection District must be followed. No on-site open fires are allowed.

5.14 PETS

No pets, particularly dogs, may be brought onto the property by a member of any construction crew unless inside a vehicle or on a restraint leash that is not to exceed 8 feet in length.

5.15 PRESERVATION OF PROPERTY

The use of or transit over any other Lot, Common Areas or amenity is prohibited. Similarly, the use of or transit over the natural area or setbacks of any lot is prohibited. Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on any neighboring lot, tract, or right-of-way.

5.16 RESTORATION OF PROPERTY

Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the ARC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs and lighting. In addition, the Owner and general contractor shall be held financially responsible for the cost of site restoration/re-vegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or sub-contracted agents.

5.17 CONSTRUCTION SIGNAGE

Except as set forth in Section 2.8 (SIGNAGE), individual signs or construction signs identifying individual subcontractors, tradesmen or suppliers are prohibited. Identification of licensed tradesmen, when required by State or County statutes, shall be confined to the posting location of the Building Permit.

5.18 DAILY OPERATION

Construction activity, which generates excessive noise such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 6:00 p.m., Monday through Saturday.

5.19 SITE SAFETY

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, design review observers, sales personnel and the Owner. Construction personnel should not invite or bring family members or friends, especially children, to the job site.

5.20 CONSTRUCTION INSURANCE REQUIREMENTS

All contractors and sub-contractors must post evidence of insurance with the Owner, prior to entering the construction premise. The Owner shall indemnify the Association against any claims for which contractor or subcontractor's insurance should cover but for any reason, including insufficiency does not.

6. REVIEW COMMITTEE ORGANIZATION

6.1 MEMBERS

As approved in Section 2.2 of the Declaration, and amendments thereto, the ARC shall consist of up to five members, at the discretion of the Board of Directors of the Association.

6.2 DELEGATION OF AUTHORITY

The ARC may delegate its design and plan review responsibilities to one or more of its members, acting as a subcommittee of the ARC, and/or

professional design consultants retained by the ARC on behalf of the Association. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire ARC.

6.3 DUTIES

It shall be the duty of the ARC to perform those duties specified in the Declaration and these Architectural Guidelines, to consider and act upon such proposals or plans related to the construction of improvements within the Association, as are submitted pursuant to the Declaration and these Architectural Guidelines, and to make recommendations to the Board of Directors regarding enforcement of the architectural provisions of the Declaration and these Architectural Guidelines. The final decision regarding all architectural provisions of the Declaration and these Architectural Guidelines, however, rests in the Board of Directors.

6.4 ADDRESS OF REVIEW COMMITTEE

The address of the ARC shall be the address established for giving notice to the Association, unless otherwise specified by the ARC. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Guidelines shall be kept.

The present address for both the Association and Architectural Review Committee is:

P.O. Box 754, Breckenridge, CO 80424

6.5 MEETINGS

The ARC shall convene as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act by the ARC. The ARC shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken.

6.6 COMPENSATION

The members of the ARC shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with their performance of their duties.

6.7 NONLIABILITY

Plans and specifications shall be approved by the ARC as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances. By approving such plans

and specifications, neither the ARC, the members nor agents thereof, the Association, nor the Board of Directors of the Association assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. Neither the ARC, any member or agent thereof, the Association, nor the Board of Directors of the Association shall be liable to any Owner nor other person for any damage, loss or prejudice suffered or claimed on account of:

1. The approval or disapproval of any plans, drawings and specifications, whether or not defective;
2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
3. The development, or manner of development, of any property within the Association or,
4. The execution and filing of a compliance or non-compliance certificate pursuant to these Architectural Guidelines, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed by him was taken in good faith.

Every Owner or other person, by submission of plans and specifications to the ARC for approval, agrees that he will not bring any action or suit against the ARC, or any of its members or agents, the Association, or the Board of Directors of the Association, regarding any action taken by or on behalf of the ARC, or of the construction of any improvement at the Association, refers only to these Architectural Guidelines, and in no way implies, and shall not be deemed to be a representation or warranty that, the submitted plans or specifications for the improvement comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

6.8 ENFORCEMENT

The ARC may, at any time, inspect a lot or improvement and, upon discovering a violation of these Architectural Guidelines, provide a written notice of noncompliance to the Owner causing the noncompliance, including a reasonable time limit within which to correct the violation. If an Owner fails to comply within this time period, the ARC or its authorized agents may enter the lot and correct the violation at the expense of the Owner of such lot; the expenses are to be secured by a lien upon such lot and improvements, enforceable in accordance with the Declaration. In the event of any violation of these Architectural Guidelines, the ARC may, in addition to restoration or completion expenses, recommend that the Board of Directors impose a fine, commensurate

with the severity of the violation. The Owner shall be responsible for all legal fees and expenses incurred by the Association.

6.9 SEVERABILITY

If any provision of these Architectural Guidelines, or any section, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of these Architectural Guidelines, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of these Architectural Guidelines shall be construed as if such invalid part were never included therein.

6.10 OBLIGATION OF OWNERS TO MAINTAIN LOTS

The adoption of these Architectural Guidelines, including the standards and procedures for architectural approval, shall not be construed as changing any rights, obligations, or restrictions upon Owners to maintain or repair their lots as may otherwise be specified in the Declaration or the rules and regulations of the Association.

6.11 INSPECTION OF CONSTRUCTION

Any member or authorized consultant of the ARC, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any lot, in order to inspect improvements constructed or being constructed on such lot to ascertain that such improvements have been or are being built in compliance with these Architectural Guidelines and the Declaration.

6.12 RELIANCE BY SUBSEQUENT OWNERS

As to purchasers and encumbrances of a lot in good faith and for value, unless notice of non-completion or nonconformance identifying the violating lot and specifying the reason for the notice, executed by the ARC, shall be recorded with the Summit County Clerk and given to the Owner of such lot within one year after the expiration of the 12 month time limitation for completion imposed under Architectural Guidelines Section 4.5, or, if later, within one year following completion of the improvement, or unless legal proceedings shall have been instituted to enforce compliance or completion within such 12 month period, the completed improvement shall be deemed to be in compliance with plans and specifications approved by the ARC and in compliance with the architectural standards of these Architectural Guidelines and the Declaration.

7. PROMULGATION AND BINDING EFFECT

These Architectural Guidelines are promulgated by the Board of Directors in accordance with, and pursuant to the authority granted in Section 2.2 of the Declaration, and amendments thereto, recorded in the public records of Summit County, Colorado. These Architectural Guidelines shall be deemed incorporated into the Declaration for all intents and purposes and shall be binding upon all lots within the Association project and upon all Owners or other persons having any interest in or to a lot within the Association project subject to the Declaration and any amendments thereto involving the lots at the Association. In the event of any conflict or inconsistency between the provisions of these Architectural Guidelines and the provisions of the Declaration pertaining to architectural control, standards or procedures, or to the ARC, the provisions of the Declaration shall be controlling

Approved and accepted by:
William P. Kueps, President 1/24/07
Tyrone W. Kueps, Secretary 1/24/07
Burt J. Kueps Board Member 1-24-07