

# CUB CREEK RANCH DESIGN

## REVIEW GUIDELINES

Effective July 1, 2008

### I. OVERVIEW

Cub Creek Ranch, LLC, a Colorado limited liability company, its successors, assigns, managers, agents and designees (collectively, the "Declarant" or "Developer") has designed Cub Creek Ranch (also hereinafter referred to as, the "Community"), located in Jefferson County ("County"), Colorado as a private, luxury residential planned community.

In order to maintain the integrity of the Developer's vision for the Community, the Architectural Review Committee, (hereinafter referred to as, the "ARC"), as defined in the Declaration of Covenants, Conditions and Restrictions (the "CC&Rs"), recorded July 13, 2006 under Reception Number 2006085296 in the Office of the Clerk and Recorder for Jefferson County, Colorado, will review all designs, plans and construction of all homes, improvements and landscaping within the Community. In furtherance of this review and the creation of a uniform standard for ARC review and approval, the Design Review Guidelines ("Design Guidelines") have been created to provide property owners, architects, homebuilders and contractors with a set of parameters for the preparation of drawings and specifications.

### II. ARCHITECTURAL REVIEW COMMITTEE

The ARC is created under and granted the authority to approve or disapprove individual building and landscaping plans for the construction of a personal residence or other improvements on platted lots within the Community ("Lot" or "Construction Site") pursuant to the Declaration of Covenants, Conditions and Restrictions for Cub Creek Ranch and all exhibits thereto ("CC&Rs"), as amended from time to time.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY PROPOSED IMPROVEMENTS, ALTERATIONS, OR ADDITIONS TO ANY HOME OR LANDSCAPE PLAN, WHETHER PRIOR TO OR FOLLOWING ARC FINAL APPROVAL, WHETHER MAJOR OR MINOR IN SCOPE, MUST BE SUBMITTED TO THE ARC FOR APPROVAL AS PROVIDED HEREIN TO ENSURE ONGOING COMPATIBILITY WITH THESE GUIDELINES.

The ARC is composed of a minimum of three members, at least one (1) of which shall be an Owner, appointed in accordance with the CC&Rs; provided, however, during the Declarant Control Period, as defined in the CC&Rs, the number of members shall be determined by the Executive Board of Cub Creek Ranch Homeowners Association, Inc. ("HOA") and such members need not be Owners. The ARC shall meet as is necessary, but no less frequently than every sixty (60) days, to review ARC Design Applications, as described in Article III below. The operation, management and proceedings of the ARC shall be conducted in accordance with the CC&Rs and governing documents of the ARC.

The primary purpose of the ARC is to promote and ensure that all improvements to the Community are aesthetically compatible with other improvements, natural amenities and common areas within the Community. In reviewing each ARC Design Application for

conformance with the Design Guidelines, the ARC may also consider, in its sole discretion, the quality of workmanship and design of improvements, harmony of external design with existing structures, location of improvements in relation to surrounding structures, topography, finish grade elevation, special characteristics of the Lot, among other considerations. Decisions may be based solely on subjective aesthetic considerations.

In furtherance of the ARC's purpose, the ARC has adopted the Design Guidelines to assist it in its review of ARC Design Applications, however, the Design Guidelines are not the exclusive basis for ARC decisions and compliance with the Design Guidelines, in whole or in part, does not guarantee approval of any ARC Design Application. The ARC shall have sole authority to amend the Design Guidelines from time to time, provided, such amendments shall be prospective only, unless otherwise required by applicable laws, codes or regulations. There shall be no limitation on the scope of amendments to the Design Guidelines except that no amendment shall require the modification or removal of any structure previously approved and upon which construction has commenced. Notwithstanding any provisions of these Design Guidelines to the contrary, the ARC reserves the right to approve or disapprove any ARC Design Application based upon its sole and absolute discretion. The Design Guidelines are binding upon each Owner, defined below, and each Lot, including, without limitation, any construction activities located thereon.

FINAL APPROVAL OF AN ARC DESIGN APPLICATION BY THE ARC PURSUANT TO THESE DESIGN GUIDELINES IS REQUIRED PRIOR TO EITHER THE APPLICATION FOR OR ISSUANCE OF A BUILDING PERMIT BY THE COUNTY OR THE COMMENCEMENT OF ANY CLEARING, GRADING, CONSTRUCTION OR LANDSCAPING WITHIN THE COMMUNITY.

THE OWNER SUBMITTING AN ARC DESIGN APPLICATION SHALL BE SOLELY LIABLE FOR AND SHALL OBTAIN ALL NECESSARY PERMITS, APPROVALS AND INSPECTIONS REQUIRED BY STATE, COUNTY OR OTHER LOCAL GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION. OWNER AND BUILDER SHALL ENSURE THAT ALL IMPROVEMENTS COMPLY WITH ANY APPLICABLE CODES, RULES, REGULATIONS, ORDINANCES AND LAWS. IN NO EVENT SHALL THE DEVELOPER, CUB CREEK HOME OWNER'S ASSOCIATION ("HOA") OR ARC BE LIABLE FOR ANY INJURY, DAMAGES OR LOSS RESULTING FROM THE METHODS OR QUALITY OF CONSTRUCTION OF ANY HOME OR COMPLIANCE OF SUCH CONSTRUCTION OR HOME WITH ANY APPLICABLE CODES, RULES, REGULATIONS, ORDINANCES AND LAWS OF ANY GOVERNMENTAL AUTHORITY.

### III. DESIGN AND CONSTRUCTION REVIEW PROCESS

#### A. ARC Design Application.

Each owner of a Lot in the Community ("Owner") or such Owner's contractor or builder approved by the ARC as provided herein (hereinafter referred to as, "Approved Builder" or "Builder"), on behalf of an Owner, shall submit an ARC Design Application, as set forth herein ("ARC Design Application"), to the ARC requesting review of plans and specifications for any construction, remodeling or alteration to any Lot or Improvement located within the Community. "Improvement" shall include without limitation: any building, water well, septic tank, outbuilding, wimming address sign, garage, carport, road, driveway, parking area, fence, wall, stairs, deck,

landscaping, hedge, windbreak, plants, trees and shrubs, grass, rocks, pole, tank, solar equipment and exterior air conditioning or similar facility, structure or fixture.

For purposes of these Design Guidelines and the construction of Improvements within the Community, the Builder shall be considered the Owner's agent for all purposes. As such, Owner shall be responsible for Builder's compliance with these Design Guidelines and shall be liable for any damages, costs or charges resulting from Builder's failure to so comply with respect to Owner's Home or Lot. In order to be properly and timely reviewed by the ARC, each ARC Design Application shall provide all required information, plans and specifications as set forth herein. Questions concerning the interpretation of the application process or any matter set forth in the Design Guidelines should be detailed in writing and submitted to the ARC. Exhibit "A" lists the current ARC contact information.

The ARC Design Application is comprised of a Preliminary Plan and Final Plan (each as further described in Section III. E. below). Any construction designs, plans, drawings or specifications submitted to the ARC shall be prepared and certified by a Colorado licensed architect or ARC approved building designer (each hereinafter individually referred to as, "**Architect**"), a Colorado licensed landscape architect ("**Landscape Architect**") or a Colorado licensed engineer ("**Engineer**"), as required;

#### **B. Approved Builders**

The initial building and landscape construction of a Home on any Lot within the Community shall be performed by a contractor who is an Approved builder, provided Owner shall not be required to use an Approved Builder for construction of minor improvements subsequent to receipt of a certificate of occupancy for the Home.

An Approved Builder shall be selected the ARC upon submittal of the following information to the ARC:

1. Builder's name, business address, telephone number and project manager contact information;
2. Copies of any applicable licenses or financial information as reasonably requested by the ARC;
3. Descriptions and references related to at least two (2) similar residential projects completed within the previous two (2) years;
4. Builder's written consent to adhere to the obligations and requirements as set forth in the CC&Rs, these Design Guidelines or any federal, state and local laws, regulations, ordinances, rules or codes; and
5. Builder's application fee.

Upon an Owner's request, the ARC shall make available to Owner the current list of Approved Builders operating within the Community.

Upon Builder's failure to comply with the CC&Rs, these Design Guidelines or any federal, state and local laws, regulations, ordinances, rules or codes, the ARC, in its sole discretion, by thirty (30) day written notice to Builder may terminate the Builder's right to be an Approved Builder,

including the Builder's right to represent to any person that the Builder is an Approved Builder; provided, however, that in the event of such termination the Builder shall be permitted to complete construction of any Homes which are not substantially complete.

**C. Pre-Design Meeting**

Prior to the submittal of Preliminary Plans, as defined below, to the ARC, the Owner and Owner's representatives shall meet with the ARC, or designated representatives thereof, for the purpose of discussing conceptual or proposed plans for the construction of improvements on Owner's Lot and the application of these Design Guidelines to the design and construction process.

**D. Design Review**

**1. Preliminary Plan Review**

Builder shall submit preliminary or conceptual drawings and specifications or other information (collectively, the "**Preliminary Plans**") to the ARC for review ("**Preliminary Plan Review**"). Preliminary Plan Review is provided for the benefit of Owners in order that they may receive preliminary approval of building and landscape plans prior to preparing and submitting detailed plans and specifications.

Preliminary Plan submittals for any new construction shall include, at a minimum, two (2) sets of the following:

- (a) ARC application form and ARC application fee.
- (b) A site plan, showing the disturbed area of the Lot at an appropriate scale of not less than 1"=20'-0", together with a site plan of the Lot in a 24" by 36" format, based on a professional survey in as large a scale as reasonably possible. The site plan shall include existing two (2) foot contours, property boundary, easements, building envelope, existing site features, building footprint, decks, patios, ancillary structures, walks, drive, proposed two (2) foot contours, building finish floors, garage top of slab, well location, leach field location, and drainage detail.
- (c) Architectural elevations and floor plans at an appropriate scale (NOT less than 1/8"=1'). The plans shall include four (4) elevations (include existing & proposed grade line), floor plans, and roof plan.
- (d) Indication of exterior material and colors.
- (e) Any ancillary improvements contemplated on the lot.
- (f) Any drawings, materials or samples requested by the ARC.
- (g) Staking as requested at the option of the ARC.

The ARC shall complete its Preliminary Plan Review within thirty (30) business days after submittal of complete Preliminary Plans. The ARC shall indicate its approval, disapproval or recommendation as to the Preliminary Plans. The ARC's approval of Preliminary Plans shall

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not constitute Final Plan Approval (as defined below) or permit Owner's commencement of construction.

2. **Final Plan Review**

Final plans, including any ARC recommended changes to the Preliminary Plan (the "**Final Plans**"), shall be submitted to the ARC for review and approval ("**Final Plan Approval**"). If all recommended changes to the Preliminary Plans are not included on the Final Plans, the Final Plans will be rejected by the ARC. The Final Plans shall be certified by an Architect and Engineer, as is necessary, and include a minimum of two (2) sets of the following:

- (a) A final site plan at an appropriate scale of not less than 1"=20'-0", together with a site plan of the Lot in a 24" by 36" format based on a professional survey in as large a scale as is reasonably possible. The site plan shall include existing two (2) foot contours, property boundary, easements, building envelope, existing site features, building footprint, decks, patios, ancillary structures, walks, drive, proposed two (2) foot contours, building finish floors, garage top of slab, building top of foundation (TOF), well location, leach field location, and drainage detail.
- (b) Grading, Erosion, & Sediment Control (GESC) Plan (if required by the Jefferson County Planning & Zoning Division).
- (c) Re-Vegetation Plan (if required by the Jefferson County Planning & Zoning Division).
- (d) Architectural elevations and floor plans at an appropriate scale (NOT less than 1/4"=1'). The plans shall include four (4) elevations (include existing & proposed grade line), floor plans, wall sections, exterior detailing and roof plan.
- (e) Exterior material and colors board including a sample (6"x6" minimum sample size) of all exterior materials & colors. In addition, a typed letter shall be provided including the owner's name, lot number, manufacturer's names, color names, color numbers, finishes, mixtures, etc. for all exterior materials.
- (f) Complete landscape plan, showing the disturbed area of the Lot as a scale of not less than 1"=20'-0", together with a site plan of the Lot in a 24" by 36" format based on a professional survey. The landscape plan shall include areas to be irrigated, native grass seed mixtures to be used if other than the Cub Creek Ranch Approved Native Grass Seed Mixture, plant material location, plant material names, additional decking, additional patios, additional walks, stepping stone paths, boulder massing, lighting, signage, retaining wall locations with grading, retaining wall details, and any other landscape components.
- (g) Any drawings, materials or samples requested by the ARC.
- (h) Staking as requested at the option of the ARC.

Within thirty (30) days of submittal of the Final Plans to the ARC, the ARC will review the Final Plans, if such plans are determined by the ARC to be complete, and notify Builder of the ARC's (i) Final Plan Approval, (ii) denial with recommended changes, or (iii) Final Plan Approval subject to conditions. If Final Plan Approval is granted subject to conditions, the conditions shall be satisfied by Owner prior to submission of a building permit application to the County.

Within ninety (90) days of Final Plan Approval, Owner shall submit a complete building permit application to the County. Within ninety (90) days of the County's issuance of a building permit for the construction of an Improvement, Owner shall commence construction in accordance with such permit. If construction does not commence within the above-mentioned time period, the approval of the ARC shall be deemed withdrawn and it shall be necessary for the Owner to resubmit the ARC Design Application in accordance with these Design Guidelines, as in effect at the time of such resubmittal.

Any material deviation from or modification to the Approved Final Plans, whether voluntary or as required by a governmental entity, shall be submitted to the ARC for additional review and approval. The ARC reserves the right to periodically inspect the Construction Site from time to time in order to determine whether construction of the improvements is in compliance with the Design Guidelines and the Approved Final Plans. In the event the ARC determines that construction of the improvements is not in compliance with the Design Guidelines and Approved Final Plans, Owner may be required by the ARC to bring such construction or the improvements into compliance or to submit a new ARC Design Application, including without limitation the payment of any applicable fees and submittal of plans identifying modifications to the Approved Final Plans, for the review and approval or disapproval of the ARC. Failure to cause such compliance or obtain the ARC's additional approval of the modifications shall be considered a violation of the Design Guidelines and subject the Owner to any enforcement actions or remedies available to the ARC under the CC&Rs and Design Guidelines.

### 3. **Final ARC Inspection.**

Upon substantial completion of construction, the ARC may perform a final inspection of the Improvement and Lot to check for general conformance with the Approved Final Plans, Design Guidelines and Approved Landscape Plans. The ARC shall perform a final inspection and notify Owner of any material deviations from the Approved Final Plans, Design Guidelines and Approved Landscape Plans within twenty (20) business days of the ARC's receipt of a written inspection request from the Owner.

ARC final inspection of the Improvement and Lot is a condition precedent to Owner's request or application for the County's completion of a final inspection and issuance of a certificate of occupancy for a residence or other Improvement. Owner shall correct any failure to comply with the Approved Final Plans, Approved Landscape Plans or Design Guidelines within thirty (30) days of Owner's receipt of written notice of such deviation. In the event Owner shall fail to make such corrections as directed by the ARC within such time period, the ARC shall be entitled to pursue any available remedies, including removal of any nonconforming improvements or conditions.

Builder or Owner shall provide to the ARC a copy of the certificate of occupancy for the residence within two (2) days of Builder's receipt thereof from the County.

**E. Construction Site Rules and Regulations**

Builder and Owner shall each be responsible for their compliance, and the compliance of their employees, subcontractors, suppliers, affiliates, related parties and any other persons or parties hired or paid by Builder in connection with the construction or alteration of an Improvement within the Community, with the following rules and regulation pertaining to the Construction Site and the Community ("**Construction Site Rules and Regulations**"). These Construction Site Rules and Regulations may be modified by the ARC from time to time, in the ARC's sole discretion, upon two (2) days prior written notice to Builder. For purposes of these Construction Site Rules and Regulations, Owner shall be responsible for the acts, omissions and violations of Builder, and the payment of any resulting ARC Costs, as defined in Section III. D. below.

1. Builder shall cooperate with the ARC with respect to any privacy program initiated or maintained by the ARC with respect to the Community, including without limitation the provision of identification information for any employee, subcontractor or supplier of Builder, or any vehicles or equipment used by any employee, subcontractor or supplier of Builder.
2. Builder shall meet or exceed all applicable OSHA standards. Builder shall maintain the Construction Site in a safe, neat and orderly manner, clean of debris and waste materials upon the completion of any workday. Stockpiles of any unused materials shall be maintained at all times in a neat and orderly manner. Hardhats and proper safety gear shall be worn at all times by any persons on the Construction Site.
3. Builder shall locate any dumpsters solely within the boundaries of the Construction Site, unless Builder receives prior written permission from the Owner of an adjacent Lot to use the adjacent Lot for an additional location and provides such written permission to the ARC. Builder shall not permit any trash or debris to be located outside of any dumpster. Builder shall not use any dumpster of any other builders within the Community.
4. Builder shall not burn or permit the burning of any materials within the Community.
5. Builder shall prohibit and make commercially reasonable efforts to prevent the consumption of alcohol, illegal drugs or other intoxicants on the Construction Site.
6. Builder shall not violate or permit the violation of the CC&Rs or Design Guidelines.
7. Builder shall permit any work (including without limitation any deliveries, set-up or clean-up) by any construction personnel, subcontractors or suppliers within or adjacent to the Construction Site only during the hours of 7:00 a.m. to 6:00 p.m. (Monday through Friday) and 9:00 a.m. to 4:00 p.m. (Saturday). No work shall be performed at any other times, including Sundays or Holidays, unless Builder obtains prior written authorization from the ARC.
8. Builder, its employees, subcontractors and suppliers shall not be permitted at any time to bring any children or animals to the Construction Site.
9. Builder, its employees, subcontractors and suppliers shall not engage in any non-construction activities at the Construction Site or within the Community.
10. Builder shall maintain at all times any permit signs required by any County planning, zoning or building department, in a neat and orderly manner.

11. Builder shall not damage and shall take reasonable measures to avoid any damage to improvements within the Community, including without limitation any streets, sidewalks, gutters or other Developer improvements.

12. Vehicle parking by Builder, any construction personnel, subcontractors or suppliers shall minimize disturbance to the Site, adjacent properties and roadways within the Community.

13. Builder shall use only those concrete washout areas as designated on each Lot or within the Community, and shall utilize such facilities or areas solely in compliance with County standards regarding such use.

14. Builder shall install, erect and maintain only such signage as is expressly approved by the ARC, or is permitted by the ARC within the Community pursuant to signage regulations regarding size, type and location, as may be established by the ARC from time to time.

**F. Violation of Design Guidelines.**

In the event of any violation of the Design Guidelines, including without limitation specific violations of the Construction Site Rules and Regulations, the following procedures shall occur:

1. The ARC shall provide a written notice ("**Violation Notice**") to Builder, which notice may be by electronic mail to such e-mail address provided by Builder to the ARC, describing: (a) the violation, (b) the location of the violation, (c) the party responsible for such violation, if other than or in addition to Builder, (d) the required corrective action, (e) the deadline for completion of such corrective action, or (f) the amount of penalty required to be paid by Builder to the ARC for certain Builder violations as set forth on the Builder Penalty Schedule, attached hereto as Exhibit "B", as amended by the ARC from time to time in its sole discretion.

2. In the event Builder fails to perform any required corrective action or pay any penalty in accordance with the Violation Notice, the ARC may take any of the following actions: (a) issue a second Violation Notice as described above; or (b) enter any Lot, perform the required corrective action as set forth in the Violation Notice and issue to Builder an invoice for the damages, costs and expenses incurred by the ARC ("**ARC Costs**") as a result of Builder's violation and failure to perform the required corrective action; or (c) issue and post, in a conspicuous manner, a Stop Work Order ("**Stop Work Order**") at the Construction Site, prohibiting Builder from conducting any further construction activity at the Construction Site until Builder has provided evidence of compliance with any Violation Notice to the ARC and received the ARC's written confirmation of such compliance. Builder or Owner shall immediately pay any invoice for ARC Costs upon receipt of such invoice; provided, however, the ARC may withdraw the ARC Costs, in whole or in part, from the Construction Deposit, without prior notice to Owner or Builder.

For purposes of these Design Guidelines, ARC Costs shall equal one hundred twenty-five percent (125%) of any cost or expenses required to be paid or incurred, whether direct or indirect, by the ARC, as a result of Builder's violation of the Design Guidelines or Construction Site Rules and Regulations; provided, however, in no event shall such ARC Costs be in an amount less than \$250.00. For purposes of these Design Guidelines, the ARC's delivery of a notice or Stop Work Order to Builder's representative at the Construction Site or posting of the notice or Stop Work Order at the Construction Site permit sign shall constitute proper delivery of such notice or Stop Work Order. Notwithstanding any provisions of this Section F to the



contrary, the ARC's schedule, notice or imposition of any penalties, or any determination regarding the validity thereof, shall in no event constitute a release or waiver of the ARC's right to collect ARC Costs pursuant to this Section F.

**G. Appeal.**

An Owner or Builder may request a hearing before a majority of the HOA board of directors ("**HOA Board**"), upon occurrence of the following: (i) ARC denial of an ARC Design Application, (ii) Final Plan Approval is subject to conditions disputed by Builder or Owner, (iii) the ARC's unresolved dispute between or among the ARC, Builder and Owner. Such hearing shall be scheduled by the HOA Board within fifteen (15) days of the request for hearing.

At the hearing, Owner or Builder may present its claims, testimony and other evidence regarding the dispute and request a specific resolution of the dispute. The ARC shall then be entitled to present testimony or other evidence in defense against such claims. Either upon the conclusion of the hearing or within five (5) days thereof, in the sole discretion of the HOA Board, the HOA Board shall render a decision on such matters and direct the required actions of the parties. The HOA Board may request additional information from any party prior to rendering any decision. The decision of the HOA Board shall be made in the HOA Board's sole discretion and consideration of any information provided to the HOA Board by the parties or independently obtained by the HOA Board. The decision of the HOA Board shall be final.

**IV. SITE IMPROVEMENTS STANDARDS**

The following Site Improvement Standards are provided as general guidelines for the design, construction and use of improvements on an Owner's Lot; provided, however, such standards are not exhaustive and shall in no manner limit the authority of the ARC or HOA to promulgate and enforce additional site improvement standards affecting the Community.

**A. Architectural Theme**

These Design Guidelines do not mandate a particular architectural theme, but instead require quality architecture, site planning and landscape planning. The architectural theme shall consider design elements such as massing, fenestration, architectural detailing, material changes, decking, patios, grading, landscaping, etc.

**B. Site Placement**

All Improvements constructed, installed or made to or within a Lot shall be located within the Building Envelope of each Lot as identified on the Plat (the "Building Envelope"). Improvements that may occur on a Lot outside of the Building Envelope shall be limited to (a) uses described in the easements created, reserved, granted in or pursuant to this Declaration or the Plat, (b) activities by the Association related to Association operations or that are otherwise permitted under this Declaration, (c) activities by the Declarant that are permitted under this Declaration, (d) roads and private driveways as approved by the Committee, and (f) fences, water wells, septic tanks and leach fields, and landscaping approved by the Committee.

All site planning and architectural design shall keep cut and fill to a minimum. The proposed grading shall not exceed a maximum slope of 3:1, except when blending back into existing grades (unless otherwise approved by the ARC). All proposed grading shall be smooth, rolling,

and blend naturally into existing topography, drainages, and adjacent Lots. Boulder, rock, or other ARC approved retaining walls must be utilized in areas that will not grade out with a maximum slope of 3:1, and shall be used to preserve existing evergreen trees in proposed cut and/or fill areas, as required by the ARC. Foundation wall exposure may not be greater than eight inches (8") in any area.

**C. Building Size**

The maximum square footage of any residence shall be in accordance with applicable County land use and zoning regulations. The minimum square footage of any residence shall be three thousand (3,000) total square feet, two thousand (2,000) of which shall be on the main floor, excluding the garage area.

**D. Building Heights**

The maximum height of any improvement shall be in accordance with applicable zoning regulations.

**E. Exterior Materials**

Exterior finish materials shall be of highest quality, as determined by the ARC in its sole discretion. All materials proposed for exterior use shall be approved by the ARC prior to construction.

All exterior body materials shall be natural wood, log, stucco, natural stone, or as approved by the ARC. The ARC will encourage the use of more than one (1) type of exterior body material on all Homes. All exterior colors shall be subdued natural earth tones with a limited amount of brighter accent colors. Roof materials shall be tile, heavy textured composite shingle, metal, or other roofing material, as approved by the ARC. Bright, shiny or reflective roofing material is discouraged.

**F. Lighting**

All exterior lighting shall be consistent with the character established in the Community and limited to the minimum necessary for safety, identification, and decoration. Lighting will be designed in such a manner to prevent or minimize the spill of light onto adjacent properties. Special site conditions may be considered by the ARC.

**G. Exterior Mechanical Equipment**

All exterior mechanical equipment including, without limitation, transformers, vents, air conditioning compressors, water well pumps, meters and condenser units, shall be concealed from view by walls of the same material and color as the Home or by other method as approved by the ARC. Both placement and screening of exterior mechanical equipment shall be approved by the ARC.

Above ground electrical transformers and other equipment including, without limitation, exterior utility panels, disconnects, conduits and meters, may be permitted if property screened and approved by the ARC. All such utility equipment shall be located together for a minimum effect and visual screening from neighboring views.

**H. Easements**

No permanent structures shall be placed within the boundaries of any easement.

**I. Drainage, Grading**

The Site Plan submitted to the ARC shall provide for proper site surface drainage, to prevent surface water interference with adjacent Lots and natural surface water flows. Paved areas shall be designed to allow surface water to drain naturally and not allow water to collect or stand.

**J. Driveways**

Parking spaces, garages, curb cuts and driveways shall be planned and executed in an attractive and functional manner and as approved by the ARC, considering the location of existing trees, topography, streetscape and compatibility with surrounding improvements.

**K. Fences and Walls**

Fences and walls shall be approved by the ARC prior to installation.

**L. Temporary Improvements**

No temporary building or structure shall be permitted on any Lot except that temporary storage structures, construction trailers, barricades, and related structures may be permitted during the construction of a permanent improvement, and provided that the ARC shall have approved the design, appearance, and location of the same. All such temporary improvements shall be placed solely within the boundaries of the Lot and shall be removed no later than seven (7) days after the date of completion of the subject improvement unless otherwise approved in writing by the ARC.

**M. Accessory Structures**

No more than one (1) detached single-family residential dwelling shall be erected on a Lot. The ARC may approve accessory structures that are permitted by the County that are detached from a Home so long as they are not erected prior to construction of the residence and are not intended to be held for lease. The location, design, construction and use of any accessory structures shall minimize the impacts of such location and use on adjoining Lots.

Accessory structures must be located within the Lot's Building Envelope and, if possible, match the architectural details of the residence. Roofs and exterior walls must match the residence in both design and color.

**N. Utility Connections**

No lines, wires or other devices for communications purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy shall be constructed or

placed on any Lot unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved improvements. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings.

Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements. All utilities will abide by and comply with all applicable ordinances, policies, and specifications of all agencies governing such services.

**O. Antennas, Solar Devices and Satellite Dishes**

No antenna, satellite dish or other device for the transmission or reception of television or radio signals shall be erected, used or maintained where visible from an adjacent Lot or other property. The ARC must approve all locations; provided, however, any such approval or denial shall be in accordance with applicable local, state or federal law. All solar equipment must be integrated into the architectural theme of the Lot.

**P. Water Wells**

The Owner of a Lot shall be permitted to drill and operate one household use water well on the Lot, subject to the terms and conditions of the applicable augmentation plan, the Plat, the CC&Rs and the Well Construction Requirements, Exhibit "C" attached hereto. The Owner shall be responsible for obtaining all state and local permits and approvals for any well, and the payment of all costs associated with the drilling, development, operation, repair, maintenance and replacement of any well. Developer makes no representation or warranty that water is available for any particular Lot or, if available, the depth, location, quality or quantity of water that may be available. Owner understands and agrees that the water well shall not be used for irrigation of more than 1,000 square feet.

**Q. Septic Systems**

Each residence shall be served by an individual sewage disposal system. Owners will be responsible for the design of their individual systems with due regard for specific soil conditions, percolation rates and the like. All systems shall meet the minimum requirements of the County and shall (a) be subject to prior approval of the ARC, (b) be located entirely within a Lot, (c) blend into the natural landscape and not be located or constructed above grade except where approved by the ARC, and (d) not be located, designed or operated so as to encroach upon or otherwise affect any domestic water distribution systems, wells, ditches, natural drainage courses, or any sewer disposal systems on other Lots.

**R. Propane Tanks**

So long as natural gas service is reasonably available to any Lot, the placement of propane tanks on such Lot is prohibited.

**S. Trees**

Owners may not cut or alter live trees, bushes or natural vegetation except with the approval of the ARC, except as otherwise permitted by applicable law. Owners shall be required to maintain or remove all trees, bushes and natural vegetation on the Owner's Lot in compliance

with all Colorado State Forest Service plans as further regulated by the HOA's rules and regulations. Owner shall be responsible to remove all dead and diseased trees from the Owner's Lot as may be requested by the ARC.

**T. Property Addresses**

Owner shall use ARC approved address markers only.

Exhibit "A"

Architectural Review Committee Contact Information

Architectural Review Committee for Cub Creek Ranch  
Cub Creek Ranch, LLC  
6242 Little Cub Creek Road  
Evergreen, CO 80439

**Exhibit "8" Builder**

**Penalty Schedule**

| <b>Violation</b>  | <b><u>1st Offense</u></b> | <b><u>2<sup>nd</sup> Offense</u></b> | <b><u>3<sup>rd</sup> Offense</u></b> |
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| Failure to provide identification information for any employee, subcontractor or supplier   | -0-                       | \$50                                 | \$200*                               |
| Using adjacent lot without prior written permission of Adjacent Lot Owner for any reason  | \$500                     | \$1000                               | \$2000*                              |
| Failing to maintain a safe, neat and orderly site, clean of debris  | \$100                     | \$200                                | \$300*                               |
| Failure to wear hardhats and adequate safety gear   | \$50                      | \$75                                 | \$100                                |
| Failure to promptly empty dumpsters when full   | \$100                     | \$150                                | \$200*                               |
| Permitting of any trash or debris outside of dumpster   | \$50                      | \$75                                 | \$100*                               |
| Burning of any material within the Community  | \$1,000                   | \$1,500                              | \$2,000*                             |
| Use of alcohol, illegal drugs or other intoxicants on Construction Site   | \$100                     | \$200                                | \$300*                               |
| Performing work any time other than 7:00 a.m. to 6:00 p.m. (Monday- Friday); 9:00 to 4:00 p.m. (Saturday) or on any Sunday or Holiday without prior ARC permission. | \$50                      | \$75                                 | \$100*                               |
| Allowing employees, subcontractors or suppliers to bring any children or animals to the Construction Site.  | \$50                      | \$75                                 | \$100*                               |
| Permitting or allowing the playing of music or other non-construction sounds which are audible on properties adjacent to the Construction Site.                     | \$50                      | \$75                                 | \$100*                               |
| Engaging in any non-construction activity at the Construction Site or within the Community.   | \$50                      | \$75                                 | \$100                                |
| Failure to maintain at all times any permit signs required by governing municipality, with the proper identification of the builder and the address.                | \$50                      | \$75                                 | \$100*                               |

| <b>Violation</b>  | <b>1st Offense</b> | <b>2"d Offense</b> | <b>3rd Offense</b> |
|---|--------------------|--------------------|--------------------|
| Conducting any business, occupation or profession on a Lot, or within a Home, except for the construction of improvements by Builder and any sales activities by Developer. | \$100              | \$200              | \$300              |
| Conducting installation of any materials, colors or landscape without prior ARC approval.   | \$100              | \$200              | \$300              |

\* Denotes 3rd offense and each offense thereafter.



## **Exhibit "C"**

### **Well Requirements**

#### General

All well construction activities must comply with State of Colorado Water Well Construction Rules (2CCR 402-2), in particular, Section 10.4.6 Wells Constructed into Unconfined Bedrock Aquifers (Type II Aquifers). In addition, requirements as set forth below shall be adhered to for all wells.

#### Tremie Pipe

A one-inch, flush joint, threaded PVC pipe shall be installed in conjunction with the pump installation. The lower five feet shall be slotted or drilled with 1/8-inch holes, and a cap installed on the bottom. This pipe shall extend from the top of the pump to the access on the sanitary well cap. Attachment to the pump discharge pipe shall be with nylon ties, or quality electricians tape. Pipe clamps will not be allowed. The purpose of this pipe is to enable measurement of water levels in the well on a quarterly basis without the potential for interference from the pump cable or discharge pipe.

#### Surface Protection

Upon completion of the well installation, a three-foot diameter, sloping concrete pad shall be constructed around the well. This pad shall be a minimum of four inches thick at the outer edge contact with the ground surface. The purpose of this pad is to minimize the potential for surface water runoff from entering the well by flow down the side of the casing.

#### Sample/Test Faucet

A brass faucet with a standard hose thread shall be installed on the interior piping prior to connection with the pressure tank. This faucet shall be so positioned as to be easily accessible for obtaining water samples from the well before the water enters the distribution system of the house. This faucet shall also be used for the connection of a hose to the exterior to allow for subsequent testing of well yield prior to passing through the pressure tank.

#### Drilling Logs

Upon completion of the drilling of well, the well driller shall submit copies of all drilling logs and reports to the ARC at the same time of submittal to the State Engineers Office. The well driller shall also certify to the ARC that the additional features for water level measurement and sampling, as required by this Exhibit C have in fact been installed and that the well has been drilled at the location shown on the well permit.

#### Construction Notification

The well driller shall provide forty-eight (48) hours notice to the dispatcher of the Jefferson County Sheriff's Office and Emergency Services (Fire) District prior to commencement of drilling operations to prevent diesel exhaust from being mistaken for a fire.

## Well Permit Application

The well driller shall supply a completed DRAFT of the well permit application to the ARC for approval prior to submission to the Office of the State Engineer. The submittal shall include a statement as how the location from section lines was determined.

The well permit application shall be submitted to the Office of the State Engineer AFTER a site plan has been approved which shows the specific location for the well.

## Relocation of Well

The Office of the State Engineer has regulations which allow a variation of the location of a well from that shown on the well permit.

NO variation in the location of the well from that shown on the well permit shall be allowed without approval of ARC PRIOR to the drilling of the well. A request for variation after the drilling of the well shall NOT be accepted.

The request for variation must be approved by ARC.

Installation of a well, at an unapproved location, shall be cause, at the sole discretion of the District, for the well to be abandoned and redrilled at the approved location at the well driller's expense.

Prior to issuance of a County building permit for any residence, Owner shall provide to the County and the ARC, evidence that the water well has been grouted and cased in accordance with the Colorado Division of Water Resources, Office of the State Engineer, Water Well Construction Rules.