

**Construction Criteria and Guidelines
for
Harman Park Subdivision**

2560 West Highway 160
Pagosa Springs, Colorado 81147

Adopted February 1, 2006

Construction Criteria and Guidelines

Purpose and Authority:

Harman Park Subdivision is a mixed-use commercial development designated within a D4 District by the Town of Pagosa Springs. It is the intent of the Declarant that this retail/service Subdivision will preserve and enhance the unique character and identity of Pagosa Springs, while recognizing the commercial and visual importance because of its proximity to Highway 160.

The intent of the **Construction Criteria and Guidelines (CCG)** is to ensure safe neat and orderly construction sites. The CCG set forth expectations regarding the construction practices used during building in the Harman Park Subdivision.

It is of utmost importance that anyone conducting construction activities use extreme care to assure that conditions are safe and do not create hazards that would have a negative impact on neighboring businesses, individuals or the overall subdivision.

The CCG set forth herein are adopted by the Architectural Review Committee ("ARC") and may be amended, varied, repealed and augmented from time to time by ARC. These guidelines are intended to be used in conjunction with the Architectural Design Review Criteria (ADRC), adopted by ARC consistent with its authority as set forth in the Declaration of Restrictions and Grant of Easements for the Harman Minor Impact Subdivision (Reception No. 20300810, recorded January 30, 2003), the Corrected Supplemental Declaration to the Declaration of Restrictions and Grant of Easements of the Harman Minor Impact Subdivision for the Harman Park Subdivision (Reception No. 20503373, dated April 14, 2005), the First Amendment to Declaration of Restrictions and Grant of Easements Harman Minor Impact Subdivision and Harman Park Subdivision (Reception No. 20412249, dated December 21, 2004), the Second Amendment to Declaration of Restrictions and Grant of Easements Harman Minor Impact Subdivision and Harman Park Subdivision (Reception No. 20505545, dated June 8, 2005), the Vacation and Restatement of the Supplements and Amendments to the "Declaration of Restrictions and Grant of Easements" for the Harman Minor Impact Subdivision and Harman Park Subdivision, recorded November 8, 2005, at Reception No. 20511997, and ordinances and regulations of the Town of Pagosa Springs.

The Maintenance Director for the Harman Park Subdivision should be contacted if questions arise from the Construction Criteria and Guidelines.

Section 1: Owner and Contractor Responsibilities

In order to assure that the intended character of Harman Park Subdivision is not unduly disrupted during, and on completion, of construction, these Construction Guidelines shall be made a part of the construction contract documents for each building or other improvement on a lot. The lot owner and his contractor shall be required to sign the

Harman Park Subdivision Building and Contractor Agreement a copy of which is attached hereto as Appendix A.

All Builders and Owners shall be bound by these Regulations and any violations by a Builder shall be deemed to be violation by the Lot Owner. To guarantee that the regulations are adhered to, the Builder shall post a cash bond in the amount of \$1000.00 per lot/building prior to beginning construction. Such bond shall be released to the Builder upon final inspection and approval of construction activities by the Architectural Review Committee (ARC) and/or their representative(s).

Failure to adhere to the requirements of this agreement may result in forfeiture of all or part of the bond based on the nature and extent of contractor's non-compliance. The posting of the bond and the amount thereof shall not limit the damages, if any, that the developer/declarant, the maintenance director or other lot owner(s) may recover should legal action be required.

Section 2: Construction Timing and Schedule

Construction, improvement, expansion, remodeling, that has been approved by the ARC must begin within one year from the date of such approval. If the Owner does not start construction within this one year period, any design approval given shall be considered revoked. The Owner may make written request to the ARC (via the Maintenance Director) to extend the date to begin construction. This request should be made prior to the expiration of said one-year period. Upon review by the Maintenance Director, and approval by the ARC, that there has been no change in circumstances, the time for such commencement may be extended in writing by the ARC.

The Owner shall, in any event, complete construction, improvement, expansion, remodeling of all exterior surfaces (including the roof, exterior walls, windows, and doors) within one year after commencing construction except when such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, or natural calamities. If the Owner fails to comply with this paragraph, the Maintenance Director will notify the ARC of such failure and the ARC, at its option, may either complete the exterior in accordance with the approved drawings or remove the improvement, and the Owner shall reimburse the ARC for all expenses incurred in connection therewith.

Section 3: Pre-Construction Conference

Prior to commencing construction, the Builder may be required to meet with a representative of the ARC to review construction procedures, construction schedule and to coordinate construction activities.

Section 4: Occupational Safety and Health Act (OSHA) Compliance

All applicable OSHA regulations and guidelines must be strictly observed at all times during construction.

Section 5: Construction Trailers, Field Offices, Portable Toilets, Trash Receptacles or Temporary Construction Structures

Any Owner or Builder who desires to bring a construction trailer, field office, portable toilet, or other temporary structure onto a building site in Harman Park Subdivision must obtain written approval from the Maintenance Director. All construction storage and equipment shall be located on a building site in a manner that minimizes the impact, physical and visual, on adjacent lots and streets.

Temporary structures shall be removed upon completion of construction.

Section 6: Protection of Subdivision Area

To protect Open Spaces, parking areas, streets and other lots from damage due to construction operations at least the following steps should be taken:

- a. Entrance to building site shall only be from subdivision streets or parking lots.
- b. There should be no more than two entrances to a building site from a street or parking lot.
- c. Runoff of water and soil from building sites should be minimized by use of appropriate barriers, dikes, ditches, piping or other means.
- d. Runoff that leaves a building site should be directed to a nearby drainage that will carry the runoff away from the site, parking lots or subdivision roads.

Section 7: Debris and Trash Removal

During construction, each construction site shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other lots or any Open Space. All construction debris and trash shall be kept within the boundaries of the property on which the contractor is working. Unightly dirt, mud, or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up.

- a. All contractors will be required to provide a trash receptacle on site.
- b. Trash and debris on the construction site should be cleaned up at the end of each day. Trash and debris should be removed from each construction site at least monthly.
- c. Lightweight material packaging and other items shall be covered or weighted down to prevent their being blown off the construction site.
- d. No open burning, dumping, burying of trash or debris by the contractor or others will be permitted anywhere Harman Park Subdivision.
- e. All trash, rubbish and debris shall be promptly removed after construction is completed.

Section 8: Sanitary Facilities

Each Builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the construction site or in areas approved by the Maintenance Director.

Portable toilets are for temporary use during the construction period only and shall be promptly removed upon the completion of the construction.

Section 9: Vehicles and Parking Areas

Construction crews shall not park on, or otherwise use, other lots or any Open Space. Private and construction vehicles and machinery may be parked on the construction site, in a parking lot or in areas designated by the Maintenance Director. All vehicles shall be parked so as not to inhibit traffic.

Section 10: Materials, Tools and Equipment

All construction materials, excavated materials, tools and equipment shall be kept within the boundaries of the property on which the contractor is working.

Excess Excavation materials must be hauled away from the Harman Park Subdivision.

Section 11: Blasting

If any blasting is to occur, the Maintenance Director must be informed far enough in advance to allow investigation to confirm that all appropriate protective measures have been taken prior to the blasting.

No blasting or impact digging causing seismic vibrations may be undertaken without prior approval of the ARC.

Applicable governmental regulations concerning blasting must be observed.

Section 12: Restoration or Repair of Damage to Other Property

Damage and scarring of other property, including, but not limited to: Open Space, other lots, roads, driveways, utilities, and/or other improvements, which results from construction operations, will not be permitted. If any such damage occurs, it must be promptly repaired and the property must be restored to the original condition at the expense of the Builder.

Section 13: Construction Access

The only accesses to a site during construction will be over approved accesses for the lot. No more than two construction access will be permitted onto any lot from a road or parking lot.

Section 14: Dust and Noise Control

The Builder shall be responsible for controlling dust and noise, including without limitation music, from the construction site.

Section 15: Construction Signage

Temporary construction signs shall be limited to one sign per site not to exceed six square feet of total surface area. The sign shall be free standing and its design and its location shall be subject to approval by the Maintenance Director.

Section 16: Daily Working Hours

Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset unless other hours are designated in writing by the Maintenance Director or ARC.

Section 17: Miscellaneous and General Practices

All Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, and subcontractors while on any part of the Harman Park Subdivision. The following practices are prohibited:

- a. Changing oil on any vehicle or equipment on the site itself or at any other location within Harman Park Subdivision.
- b. Allowing concrete suppliers, plasterers, painters, or any other subcontractor to clean their equipment and dispose of the cleaning waste in Harman Park Subdivision.
- c. Removing rocks, plant material, topsoil, or similar items from other property, including other construction sites, within Harman Park Subdivision.

Adopted this 1 day of February, 2006, by Harman Artist, LLC., Declarant, in its capacity as the Architectural Review Committee of Harman Park Subdivision.

Harman Artist, LLC.

By Fred C. Harman, III

Fred C. Harman, III, Manager

By Norma Harman

Norma Harman, Manager

HARMAN PARK SUBDIVISION
BUILDING AND CONTRACTOR AGREEMENT

In consideration of a Harman Park Subdivision Building Permit being issued for construction work to be done at _____ (Physical Address), which is located within the Harman Park Subdivision for _____ (Owner), _____ (Owner) and _____

(Contractor) acknowledge and enter into this agreement with Harman Artist, LLC (Declarant), which includes the following terms and conditions:

1. All structures will be constructed in accordance with the Building Application, plans and specifications as submitted to and approved by the Architectural Review Committee (ARC) of Harman Park Subdivision.
2. Permission is granted to the ARC and/or their representative(s) to access the property to assure that the building being constructed conforms to the application package details that were approved.

In verifying these details, the ARC of Harman Park Subdivision assume no responsibility whatsoever for the structural aspects of the building being installed or constructed.

The number of spot checks conducted is entirely at the discretion of the ARC and/or their representative(s), but it is anticipated they may occur as follows:

- Prior to the ARC considering the proposed design. At that time, foundation corners shall be staked out to assure the building will be sited in accordance with the approved ILC (Property Improvement Location Certificate), and all trees to be cut shall be flagged.
 - Spot-checks at various intervals before and during construction.
 - Final inspection to assure that materials, architectural design, and colors of the exterior conform to the approved plans.
3. All structures built or placed on a lot shall comply with the most recent applicable Town of Pagosa Springs Building Code, including electrical, plumbing, and mechanical codes as may apply. The Owner and Contractor, and not Harman Park Subdivision ARC or their representative(s), are responsible for ensuring compliance.

4. The Owner and Contractor will abide by the requirements for construction set for in the Construction Criteria and Guidelines for Harman Park Subdivision which accompany this agreement and are considered part of this agreement
5. Upon completion of construction, a copy of the Certificate of Occupancy shall be provided to the Harman Park Subdivision Maintenance Director.
6. The Owner and Contractor shall be bound by this agreement and any of the terms contained in the Harman Park Subdivision Architectural Design Review Criteria and Guidelines, Construction Criteria and Guidelines (“CCG”), the Declaration of Restrictions and Grant of Easements for Harman Minor Impact Subdivision, and any supplements, amendments or restatements to that Declaration of Restrictions. Any violations by a Contractor shall be deemed to be violation by the Lot Owner.

To guarantee that all construction covered by this agreement is completed in accordance with the requirements of this agreement, specifically those contained in paragraphs 1, 3, 4 and 6 above, the Contractor shall post a cash bond in the amount of \$1000.00 per lot/building prior to beginning construction. Such bond shall be released to the Builder upon final inspection and approval of construction activities by the Architectural Review Committee (ARC) and/or their representative(s).

Failure to adhere to the requirements of this agreement may result in forfeiture of all or part of the bond based on the nature and extent of contractor’s non-compliance. The posting of the bond and the amount thereof shall not limit the damages, if any, that the developer/declarant, the maintenance director or other lot owner(s) may recover should legal action be required as provided in paragraph 7 hereof.

7. The Property Owner and Contractor understand that, in the event that legal action is required to enforce the terms of this agreement and any of the terms contained in the Harman Park Subdivision Architectural Design Review Criteria and Guidelines, the Harman Park Construction Criteria and Guidelines, the Declaration of Restrictions and Grant of Easements for Harman Minor Impact Subdivision, and any supplements, amendments or restatements to that Declaration of Restrictions that affect the Property Owner’s property, should the Declarant or Owners, as the case may be, prevail, the Property Owner will be required to pay reasonable attorney fees and costs incurred by the Harman Park Subdivision Declarant or Owners.

Owner and Contractor agree that they will comply with the requirements set forth herein, as well as all of the provisions contained in the Harman Park Subdivision Architectural Design Review Criteria and Guidelines, the Harman Park Construction Criteria and Guidelines, the Declaration of Restrictions and Grant of Easements for Harman Minor Impact Subdivision, and any supplements, amendments or restatements to that Declaration of Restrictions; and acknowledge that they have received copies of all of said documents.

Signed this _____ day of _____

Property Owner's Signature: _____

Property Owner's Name: _____ (Please Print)

Contractor's Signature: _____

Construction Company Name: _____ (Please Print)

Harman Artist, LLC, Declarant

By _____
Fred C. Harman, III, Manager

By _____
Norma Harman, Manager

Attachment: Construction Criteria and Guidelines for Harman Park Subdivision