

**DESIGN REVIEW COMMITTEE
RULES FOR CONTINENTAL DIVIDE RANCH**

THESE DESIGN REVIEW COMMITTEE RULES ("Rules") are effective this _____ day of _____, 2006, and promulgated in accordance with the Declaration of Covenants, Conditions and Restrictions for Continental Divide Ranch.

**ARTICLE 1
RECITALS**

1.1 Objectives. These Rules are promulgated by the Design Review Committee of Continental Divide Ranch (the "DRC"), but based upon the expressed will of the majority of the property owners in the ranch. The Rules are designed to maintain the aesthetic nature and economic value of the property by imposing reasonable controls on improvements and alterations, as well as to assist owners during the design review and inspection processes as described in the Declaration of Covenants, Bylaws and these Rules. The Rules may be amended by the DRC, but in accordance with a general policy, which will attempt to maintain the Rules as an expression of the majority of the property owners. It is understood that it may be necessary for the DRC to amend the Rules from time-to-time to correct obvious errors, or technical deficiencies, but it is otherwise the policy of the property owners, and therefore the DRC, that amendments to substantive provisions shall be made cautiously and deliberately, and so as to reflect the will of the majority of the owners, and in accordance with the provisions of Article 6.4, below.

1.2 Definitions. All capitalized terms used in these Rules shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Continental Divide Ranch, and amendments and supplements thereto. To the extent these Rules are inconsistent with said Declaration, the Declaration shall govern. These Rules are supplemental to the Declaration and each Owner is hereby advised to read the Declaration in full before proceeding with any application.

1.3 Power and Duties. The DRC shall have the power and the duty to review all plans, specifications, landscape proposals, new construction or Alteration of Improvements on the Property in accordance with the Declaration.

1.4 Disclaimer. The DRC does not consider, and assumes no responsibility for, the following:

1.4.1 The structural capacity or building codes compliance of the proposed improvement.

1.4.2 Whether or not the location of the proposed improvement on the building site is free from possible man-made or natural hazards occurring either on or off the Property. Such hazards shall include but are not limited to flooding and avalanche.

1.4.3 The internal operation or functional integrity of the improvement.

1.4.4 Placement of improvements relative to set backs and property lines.

1.5 Other Restrictions. The Covenants, Conditions and Restrictions contained in this Declaration are IN ADDITION TO any other land use restrictions, zoning ordinances, laws, rules, and decisions of other governmental and judicial authorities including Archuleta County. This Declaration does not supplant any such land use restrictions, which are in force, and must be satisfied, independent of the Declaration and these Rules.

1.6 Fees. A fee of Four Hundred Dollars (\$400.00) will be charged for all DRC plan review for houses and or guesthouses and shall be submitted in full with the application. A fee of \$60 will be charged for all other DRC plan reviews that exceed \$25,000 and shall be submitted in full with the application.

1.7 Deposit. In the event a guesthouse is to be constructed prior to the primary dwelling, the Owner must submit primary dwelling plans for review simultaneously with the guesthouse plans and must further deposit, at the time of submittal of such plans, \$30,000.00 with the Association to be held in an interest bearing account for the Owner. The \$30,000.00 deposit with interest earned thereon shall be released to the Owner upon the issuance of the certificate of occupancy for the primary dwelling. If the primary dwelling is not completed within 5 years of posting the deposit with the Association, the deposit and all interest accrued thereon shall be forfeited by the Owner and become the sole property of the Association;

ARTICLE 2 PRELIMINARY SUBMITTALS AND APPROVALS

2.1 Preliminary Submittals. A preliminary submittal may be provided to the DRC for any improvement to a property. The purpose of preliminary submittals is to afford the DRC an opportunity to review proposals and preliminary plans and specifications at an early stage regarding such things as the concept, compatibility, and layout of the proposal. This preliminary review will insure that the plans and designs follows DRC Rules prior to the expenditure of significant time and expense in preparing final working drawings. Preliminary submittals shall be made pursuant to the "Design Review Committee Submittal Form and Application," attached as Schedule 1, which shall be completed in full.

A. The preliminary submittal may consist of an informal presentation of materials since this stage of the review process is only advisory in nature. The DRC does not have the responsibility to approve designs in the preliminary submittal stage.

B. The preliminary submittal shall indicate the location of the proposed Improvement on the Parcel, the access road, elevations adequate to demonstrate the exterior character of the Improvement and any other information requested by the DRC.

2.2 Preliminary Approvals. The Owner shall be notified of the action of the DRC within thirty (30) days from the date of a complete submittal. The preliminary approval shall not be deemed to be approval for the construction for the Improvements (s). The preliminary approval shall be valid for a period of six (6) months, at which time it shall expire and be of no force and effect.

ARTICLE 3 FINAL SUBMITTALS AND APPROVALS

3.1 Final Submittals. After preliminary approval of a DRC application, the Owner shall submit for final design review and approval the following:

A. Location Map. At a scale of not less than 1" = 400' showing the location of the proposed Improvement within Continental Divide Ranch and the impact of the proposed Improvement on the principal view corridors of all neighboring dwellings or unimproved building envelopes located on any lots or parcels adjacent to the exterior boundaries of the Parcel for which approval is sought.

B. Site Plan. At a scale of not less than 1" = 100' showing the building lot or parcel and including the following information:

- (1) Property lines and dimensions.
- (2) Building centroid and dimension to property corners.
- (3) Building envelope (as shown on the Site Plan).
- (4) Proposed location of the Improvement for which approval is sought and its relationship to the building centroid and building envelope or property lines.
- (5) Grading or drainage plan at a scale not less than 1" = 100' for the Parcels at a contour interval of not greater than 40', and 1" = 50' for the building envelope at a contour interval of not greater than 2'. The Plan shall show all existing and proposed watercourses, drainage channels and patterns, swales, culverts, catch basins, and subsurface drainage systems. Clearly indicate any drainage or watercourses that may be altered or modified by the proposed project and how such water will be managed.
- (6) Location of elevation benchmark used to sell all finish elevation, if applicable. This benchmark shall be established by a licensed surveyor and tied to the topography plan.
- (7) Prominent site features within the building envelope such as rock out-croppings and existing vegetation.
- (8) Driveway location, width, grades and proposed surface material, proposed turnarounds and parking areas, and all areas intended for removal or storage of snow.

(9) All existing maintenance, utility, and snow storage easements on or adjacent to the subject property including septic and drainfield and wells.

C. Architectural drawings. Architectural Drawings shall be prepared and stamped by a registered architect and shall include:

(1) Floor plans at a scale of not less than 1/8" = 1' and showing all floors, basements, lofts, and spaces intended to be used or occupied. Square footage of each floor shall be indicated.

(2) Exterior materials called out on the plans specifying color, type of materials and finish or siding, trim, doors, windows, roof, exposed foundation, skylights, decking, handrails, and all attached or recessed lighting. Color chips may be required.

(3) Exterior elevations at a scale of not less than 1/8" = 1' showing elevations of the proposed Improvement with texture and direction of surface materials clearly delineated. All proposed finish grades relative to each elevation as indicated on the grading plan shall be shown.

D. Landscape Drawings. The landscape drawings at a scale of 1" = 100' shall include, but not be limited to, the following:

(1) Landscape Plan. The landscape plans shall show for the 50-foot area surrounding the house the arrangement of principal trees, shrubs, lawn areas, natural areas, and areas to be revegetated after final grading and construction clean-up.

(2) Landscape Features. Landscape features such as decks, retaining walls, privacy screens, awnings, canopies, gazebos, benches, steps, etc., shall be clearly delineated on the plans in sufficient detail to adequately demonstrate finished appearance.

(3) Exterior Lighting. Exterior lighting shall be clearly delineated on the plans indicating location, type, height, material, and type of light source.

3.2 Other submittals. The Owner shall also submit any other information reasonably requested by the DRC.

3.3 Final Plan Approvals. The Owner shall be notified of the action of DRC within thirty (30) days from the date of submittal of the location map, site plan, architectural drawings, landscape drawings, and any other required submittals. Failure of the DRC to notify an Owner of its action within 30 days of a complete submittal shall be deemed approval of the submitted plans. Approval shall expire three hundred sixty-five (365) days from the date thereof for new construction and on hundred eighty (180) days from the date of approval for

alterations or existing structures. Construction must begin within said 365 or 180 day period, as appropriate. If construction is not begun in that time, plans must be resubmitted to the DRC for approval and an additional fee may be required.

ARTICLE 4

INSPECTION: CONSTRUCTION SUBMITTALS

4.1 Submittals. Prior to construction the Owner shall submit to the DRC a copy of the County building permit; Two (2) sets of final working drawings; a Fifteen Hundred Dollars (\$1,500.00) refundable compliance deposit to be returned after final inspection and compliance with DRC Rules and in compliance with the Declaration of Covenants, Conditions and Restrictions.

4.2 Inspections. The DRC, or its agents, shall conduct on-site inspections during the course of construction as follows:

A. **Initial Inspection.** Generally conducted on the day the proposed Improvement is brought before the Committee for final approval. All members of the Committee in attendance that day may participate in the inspection. The Owner may be asked, prior to the inspection, to stake corners, centroid, envelope, and/or proposed drives to facilitate the DRC in visualizing the proposed Improvement on the site.

B. **Landscape Inspection.** Performed to determine a reasonable start date for implementation of the landscape program, including but not limited to the driveways paving and/or other hard-surfaced areas. Wildfire mitigation plans, pursuant to section 9.6 of the CCR's, will be inspected. This inspection is generally performed once the Improvement is substantially complete. Consideration for winter condition will be given to landscape installation schedule. Owner must provide a reasonable plan for coverage, clearing, and clean-up for the landscaping plan.

C. **Final Inspection.** Performed after final installation of all items on the approved architectural, site, and landscape plans to determine whether such work is in compliance with the approved plans. As set forth in the Construction Agreement, it is the sole responsibility of the Owner to notify the Committee in writing, at least ten (10) days ahead of the required inspection, when the Parcel or Improvement is ready to be inspected.

4.3 Construction Submittals. The Owner shall be responsible for submitting to the Design Review Committee the following:

A. **Foundation and Grade Survey.** Within three (3) weeks after the foundations are completed an as-built survey of the foundation prepared by a licensed surveyor to determine

whether the foundation is in the correct place as approved on the plans. An elevation benchmark, or the Base Elevation where applicable, that has been established and installed by a licensed surveyor, shall be set for use in determining that approved heights have been adhered to.

B. Rough Opening and Roof Height Certification. Within one (1) week after the roof structure is in place and all openings have been framed, a statement signed by a registered architect that the exterior of the structure is in compliance with the approved plans and that the roof system does not exceed the height shown on the approved plans.

NOTE: ANY CHANGE OR DEVIATION IN CONSTRUCTION OF ANY IMPROVEMENT, OR ANY PORTION THEREOF, OR DEVIATION FROM ANY APPROVED PLAN WITHOUT PRIOR WRITTEN APPROVAL OF THE COMMITTEE WILL RESULT IN THE OWNER BEARING THE COST OF CORRECTIONS REQUIRED TO BRING THE WORK INTO COMPLIANCE WITH THE APPROVED PLANS.

ARTICLE 5 DESIGN AND CONSTRUCTION GUIDELINES

The following Rules shall apply to construction of Improvements on all Parcels within Continental Divide Ranch, and subject to such further restrictions contained in the Declaration of Covenants, Conditions and Restrictions and/or any Supplemental Declarations. These Rules are established for the purpose of defining certain aesthetic guidelines, architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features designed to maintain harmony with surrounding structures and prevent the construction of Improvements which may be detrimental to Continental Divide Ranch and the surrounding area. These Rules may not be amended except by the direction of the Board and are meant to insure overall compatibility within the Property for the benefit of all Parcel owners.

5.0 Ranch Architecture and Building Types. All buildings on a particular Parcel must have a common theme and style of architecture. Acceptable styles of architecture and building types include: log homes, ranch style, mountain, southwest, and farm/Victorian. Unacceptable building types include: mobile homes, modular homes, prefabricated homes, metal structures, and plastic greenhouses. Special consideration and review will be made to more contemporary type houses to ensure that the materials, colors and architecture are compatible to the flavor of the ranch. Particular attention by the DRC will be given to the architectural character proposed and the relationship of the main residence with other structures planned.

5.1 Preservation of Significant Views. All views are important at Continental Divide Ranch including: views from a Parcel to the mountains, watercourses and stream areas and to significant features beyond; and views from surrounding Parcels through the subject Parcel to

the mountains, watercourses and stream areas and to significant features beyond. Views shall be preserved. The objective is to create as many opportunities for views as possible, within the constraints posed by the site.

5.2 Antennas and Utilities. No exterior antenna towers shall be placed upon, erected, or maintained on the Property. Small satellite dishes 2 feet in diameter are acceptable. Big dishes can be approved by DRC if properly hidden from view from other parcels. All power, gas, electric, service access lines, telephone and cable TV and similar lines shall be located underground and shall follow designated driveways to the building site or as determined by the DRC. Disturbed areas shall be revegetated immediately after installation.

5.3 Exterior Lighting. In general, light sources shall be shielded and directional (source of light should be invisible). All exterior lighting must be approved by the DRC. No "mercury vapor light" or similar lighting shall be allowed. All exterior lights shall be down lighting and incandescent.

5.4 Scale of Building. Changing the plane of walls, changing direction and providing some variety in the roof form is encouraged as it gives diversity and visual interest.

5.5 Roofs.

5.5.1 Slopes. Roof slopes should be between 5:12 and 8:12. Roofs with greater or lesser slopes will be considered on an individual basis.

5.5.2 Shapes. The following roof styles are permitted: partial hip roof, gable roof, full hip roof, and joined shed roof. The following may be permitted in the discretion of the DRC: mansard roof, fake mansard roof, gambrel roof, curvilinear roof, domed roof, conical roof and A-frame.

5.5.3. Surfacing Material. In general, roofing materials must be constructed of authentic materials. Only the following roof surfacing materials shall be allowed: copper, zinc, slate, Kor-ten steel, Propanel, clay or concrete tile, and high grade asphalt shingles. The following materials may not be used to surface roofs: reflective metal, or wood materials. Sod will be considered as long as the home or building is not of an earthship type structure. All roof flashing must be of a color harmonious with roof and upper wall surfacing unless approved by the DRC. Red roofs shall not be allowed. Other roof materials to reflect new technology may be used if approved by the DRC.

5.5.6 Appurtenances. Skylights higher than one (1) foot above the roof plane or placed at an angle to the roof plane are not permitted. Skylights should extend to the eave line. Wood, stucco, concrete, and masonry-finished flues are permitted. Exposed metal chimneys are not permitted. Solar designs, collectors, and windmills shall be approved or disapproved on a case by case basis by the DRC.

5.6 Building Exteriors

5.6.1 Number of Exterior Wall Materials. Exterior walls can be surfaced with one to four different materials.

5.6.2 Color of Exterior Walls. The color of exterior walls shall be earth tones. Bright and dramatic colors can be used for accent on exterior wall areas hidden from general view.

5.6.3 Windows. Windows may be constructed of wood or of wood covered with color-fast vinyl or anodized aluminum. Metal or metal covered windows must be coated with an approved finish.

5.6.4 Appurtenances. No wall decoration, painted, relief or trimmed design work is recommended. Where it occurs, it should be confined to wall surfaces that are not in public view.

5.6.5 Siding Materials. All exterior material shall be of authentic appearance and durable quality. Materials permitted as siding shall include: redwood, cedar, stone, log, brick and stucco. Brick finished fireplace flues are permitted. Materials not permitted are: vinyl siding, metal siding, concrete block, or log-like siding, and texture 1-11 siding.

5.7 Retaining Walls. All retaining walls are subject to DRC approval. All foundation walls or retaining walls with more than 12" visible above grade shall have a surface treatment on the surface above finish grade, as approved by the Committee.

5.8 Fencing. All fencing shall be wood post and wood rail except as approved by the DRC. Fence height may not exceed 48", except for garden fences. No barbed wire fencing shall be allowed, except where it currently exists, adjoins public land or where it is used to replace currently existing fence adjoining Public Lands. Fencing shall be located in accordance with the Site Plan and the Covenants, Conditions and Restrictions.

5.9 Landscaping. Landscaping on individual parcels should blend with the natural character of the Property. The use of native trees is required and use of native shrubs and grasses is preferred. Landscaping on individual parcels should blend with the natural character of the property. All requests to alter or disturb vegetation will be reviewed and approved on an individual basis unless it is for the removal of scrub brush. Sod shall be allowed. Landscaping in open meadows is prohibited except for the use of native grasses, trees, and shrubs. All landscaped areas shall be irrigated by an underground irrigation system. The addition of native trees is encouraged; these would include trees such as spruce, pine, fir, mountain ash, maple, aspen and birch. Trees such as Russian Olive, Tamarisk, and Siberian Elm are considered noxious and undesirable, and should not be planted but should be eliminated. Landscaping shall not reduce or block solar access or scenic views to adjacent properties. The DRC may establish a reasonable start date upon written notice submitted to the Owner.

5.10 Driveways. All driveways shall be located within the driveway corridor and shall be constructed of an approved surface material. Decomposed granite, asphalt, concrete, bricks or masonry pavers are acceptable, and gravel, if maintained, is also acceptable. Cut and fills shall be held to minimum and in no case shall exceed 4 to 1 slopes.

5.11 Dog Runs. All dog runs must be constructed with quality materials. Location of dog run must be hidden from view of neighbors view corridor.

5.12 Signs. No sign of any kind shall be displayed to the public view without the approval of the DRC or Declarant during the period of Declarant control, except as may be used by Declarant for sale of the Parcels. Design standards of signs may be established by the DRC in Rules promulgated from time to time. No "For Sale" or "For Rent" signs shall be allowed on the Property.

5.13 Temporary Construction Facilities and Site Maintenance. Temporary construction items required to be on-site within the approved building envelope prior to the beginning of construction shall include: water, electric, toilet, and dumpster. The general contractor shall maintain the construction site in an orderly condition and all construction materials must be placed in or near the buildings being constructed..

ARTICLE 6 MISCELLANEOUS

6.1 Severability. If any section, subsection, paragraph, sentence, clause, or phrase of these Rules is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of these Rules.

6.2 Non-waiver. Consent by the DRC to any matter to it or within its jurisdiction, or failure by the DRC or the Association to enforce any violation of these Rules, shall not be deemed to constitute a precedent or waiver impairing the DRC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent or to enforce any subsequent or similar violation of these Rules.

6.3 Non-Conforming Uses. If any Owner shall have any Improvement located on a Parcel which is not in compliance with these Rules as adopted or hereafter amended, even though said Improvement existed prior to the adoption of these Rules, the Owner shall have six (6) months from the date of notification by the DRC to comply with these Rules, provided, however, that each Owner shall not be required to expend more than two (2) times the then prevailing annual dues of the Continental Divide Ranch Property Owners Association, Inc. per violation if said non-complying Improvement existed prior to the adoption of these Rules or prior to the adoption of any applicable amendment to these Rules.

6.4 Amendment. These Rules may be amended at anytime by a majority vote of the DRC. A current copy of these Rules shall be maintained at the office of the Continental Divide Ranch Property Owner's Association, Inc.

DATED this _____ day of _____, 2005.

DECLARANT: Continental Divide RANCH, LLC,
a Colorado Limited Liability Company

By: Durango Alpine Properties, Inc., Manager of Continental
Divide Ranch, LLC

By _____
Ron R. Trujillo, President of Durango Alpine Properties, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF LA PLATA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Ron R. Trujillo, President of Durango Alpine Properties, Inc, Manager of Continental Divide Ranch, LLC. Witness my hand and official seal.
My commission expires: _____

Notary Public

SCHEDULE 1

Continental Divide Ranch DESIGN REVIEW COMMITTEE
SUBMITTAL FORM AND APPLICATION

Date Received: _____ By: _____ Fee: _____

Property Owner(s): _____

Address: _____

Telephone: _____

Architect/Designer: _____ Phone: _____

Contractor: _____

Phone: _____

Type of Submittal: New Construction () Alteration ()

L e g a l D e s c r i p t i o n :

Square Footage of Home: _____

R e a s o n f o r P r o p o s e d

Improvement: _____

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The undersigned certifies that he/she has read the current Declaration of Covenants, Conditions and Restrictions for

Continental Divide Ranch and the Design Review Committee Rules pertaining to construction and alteration of improvements at Continental Divide Ranch and understands and agrees to abide by the design review processes and restrictions set forth therein. (Both spouses must sign this application).

HOMESITE IDENTIFICATION: Parcel No.: _____

OWNER:	SIGNATURE:	DATE:
_____	_____	_____
STATE OF COLORADO	_____	_____