

The Fairways at Pole Creek Design Review Guidelines and Rules and Regulations February, 2025

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PART I: DESIGN GUIDELINES

THE FAIRWAYS AT POLE CREEK PHILOSOPHY.

1.1 DESIGN PHILOSOPHY.

The Design Philosophy is set forth below and in the Declaration of Protective Covenants, Conditions and Restrictions for The Fairways at Pole Creek (the "Covenants"). These Design Review Guidelines are established in furtherance and support of The Design Philosophy.

The area in which the real property described on Exhibit A to the Covenants, together with the Additional Property that is subjected to the Covenants in accordance with Section 15.05 of the Covenants (the "Properties" or "Property") are located is one of great natural beauty which we aim to protect and enhance. While recognizing that development of the Properties will inevitably entail disturbance of local ecosystems, development and improvements shall minimize disturbance to the Public View (the view of Property or improvements on a Property from roads within the Properties, a neighboring Property, or Common Areas) and, to the greatest extent reasonably possible, structures within the Properties will enhance and uphold the standards established within the community.

1.2 INTENT OF THE GUIDELINES.

Under the terms of the Covenants, the board of directors (the "Board") of The Fairways at Pole Creek Homeowners Association, Inc. ("The Fairways at Pole Creek" or the "Association") and the Design Review Committee (the "DRC") do hereby establish these Guidelines.

The Properties are subject to these Guidelines for the purpose of insuring the best use and the most appropriate development and improvement of each building site within the Property; to protect the owners of building sites against improper use of surrounding building sites; to preserve, so far as practicable, the natural beauty of the Properties; to ensure development in accordance with approved plans; to encourage the construction on the Properties of proportioned, attractive structures and structures built of materials, textures and colors compatible with the natural surroundings; to obtain harmonious color schemes; to secure and maintain proper setbacks from streets, and adequate space between structures to ensure privacy; and, in general, to provide for high quality improvements on the Properties and thereby to enhance the value of all building sites within the Properties.

Part II, Rules and Regulations, has been included to assist the owner with understanding their ongoing maintenance obligations as an owner, and the limitations on the use of their property.

Copies of the most recent Guidelines may be obtained from, and any questions or submittals should be made to, the DRC through the property manager's website. These Guidelines are updated and revised periodically by the DRC to reflect new circumstances and understanding of design excellence and changing conditions. It is essential that the prospective owner applicants, architect, and builder use the most current version of the Guidelines, and become well-educated in the requirements and detailed Guidelines in advance of initiating the DRC review and approval process. **If there are any discrepancies between the Guidelines and the Covenants, the Covenants shall control. Compliance is required and any variations must be approved in advance; non-compliance will result in violations and request for corrective action as specified elsewhere in the Covenants and Guidelines.**

1.3 THE DESIGN REVIEW COMMITTEE.

1.3.1 Authority of the Design Review Committee.

The Covenants provide for the establishment of a Design Review Committee to adopt and establish written Design Review Guidelines. The Guidelines are to be a more specific interpretation of the Covenant's provisions which can then be used by the DRC to implement The Fairways at Pole Creek Design Philosophy. Pursuant to the Covenants, the DRC shall have exclusive jurisdiction and responsibility for administration of the Design Review Guidelines and for the review of applications for construction and modifications. The Covenants further provide [10.01 B] that no structure shall be placed, erected, or installed upon any Property, and no improvements (including, without limitation, staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article [Article 10 of the Covenants] and approval of the DRC.

The Association shall have the right, but not the obligation, to enter upon any Property for emergency, security, and safety reasons, to perform maintenance upon any Property if an owner fails to do the same as provided in the Covenants, and to inspect for the purpose of ensuring compliance with the Covenants, any Supplemental Covenants, these Guidelines, Bylaws, and the Rules and Regulations, which right may be exercised by any member of the Board, the DRC, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the owner. This right of entry shall include the right of the Association to enter upon any Property to cure any condition which may increase the possibility of a fire or other hazard in the event an owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the owner except by emergency personnel acting in their official capacities.

Any owner may remodel, paint or redecorate the interior of structures on such owner's Property without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Property within the Public View shall be subject to proposed plan approval and final approval.

No approval shall be required to refinish or repair the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans, materials and specifications.

1.3.2 The Design Review Committee.

A group of not less than three and up to seven persons shall be appointed by the Board as members of the DRC, responsible for the administration and implementation of responsibilities of the DRC as identified in the Covenants and these Guidelines. All such persons will be kept informed and copied on all DRC issues, and will be prepared at all times to act as committee members. The DRC will work in collaboration with HOA Committee Resources. In addition, the DRC may determine to hire professionals with expertise in particular areas to advise the DRC, and may pass on to individual owners the costs associated with hiring such professionals.

1.3.3 Selection of Members.

The Board shall appoint the members to serve on the DRC, pursuant to Section 10.2.A of the Covenants.

1.3.4 Term of Service.

The members of the DRC will serve a one year term, pursuant to Section 10.02.A of the Covenants. Consecutive terms are permitted at the discretion of the Board.

1.3.5 Meetings.

The DRC shall hold regularly scheduled meetings, which are generally held during the first week of each month. The schedule shall be made available to the owners on the Association's website and through the Association's management company. The DRC may meet otherwise as needed and at the convenience of the members, and may conduct their business by mail, electronic mail, online conferencing, or phone as often as necessary to transact its business.

1.3.6 DRC Procedures.

It is inherent that procedures and Guidelines are subject to interpretation. The DRC has exclusive jurisdiction and responsibility for the administration of these Guidelines and review of applications and shall do so in good faith. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans, and specifications, drawings, or other matters subsequently or additionally submitted for approval.

The DRC may authorize variances from compliance with any of its Guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted when unique circumstances dictate and no variance shall (1) be effective unless in writing; (2) be contrary to the Covenants; or (3) prevent the DRC from denying a variance in other circumstances. For purposes of this paragraph, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

See Section 8 of these Guidelines for more details on procedures.

1.3.7 Code Compliance.

Compliance with the codes and regulations of Grand County, Colorado is not within the jurisdiction of the DRC. Similarly, approval of a project by Grand County does not constitute compliance with the Covenants or Guidelines.

Approval of the DRC must be obtained prior to seeking approval of Grand County. Approval of Grand County must be obtained by the owner before the start of construction, which includes but is not limited to the removal of trees and movement of soil. 1.3.8 Enforcement.

If any person violates or threatens to violate any of the provisions of these Guidelines, it shall be lawful for the Board or the DRC to collect fees or fines to the extent permitted by law, as set forth in Appendix A, as well as to institute proceedings at law or in equity to enforce provisions of the Guidelines, to restrain the person violating, and to recover damages, actual and punitive, together with reasonable attorneys fees, for such violations.

1.3.9 Limitation of Responsibilities.

The DRC reviews applications to determine if they conform to the construction, landscaping and appearance criteria set forth in these Guidelines, and inspects Properties, existing homes and other improvements to ensure that they continue to conform with these same criteria. The DRC assumes no responsibility whatsoever to any applicant, Property owner or third party for the following:

- A. The structural safety, adequacy, or capacity features of the structures proposed.
- B. Soil erosion, non-compactable or unstable soil conditions.
- C. Compliance with any or all building codes, safety requirements, governmental laws, regulations or ordinances.
- D. Performance or quality of work of any contractor.

1.3.10 Exculpation.

Neither the members of the DRC, nor the officers and/or members of the Board, nor the Declarant, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any owner of a Property, or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the DRC in connection with the inspection, review, approval or disapproval of any improvements or proposed improvements. Each owner of a Property agrees, as do their successors and assigns, by acquiring title thereto or any interest therein or by assuming possession thereof, that they shall not bring any actions or suits against the Declarant, the Directors or Officers of the Association, the members of the

DRC, or their respective agents, in order to recover any damages caused by the actions of the DRC. None of the above mentioned shall be responsible for any plans or specifications, nor for any defects in construction or landscaping pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

2. SITE DESIGN GUIDELINES.

2.1 LAND USE

2.1.1 Building Envelopes.

Building envelopes for all Properties are as shown on the recorded Final Plat and supplemental plats recorded in the Grand County public records. The building envelope is the area designated on each Property for the exclusive use of the owner, within which all buildings, including decks, patios, and roof overhangs may occur subject to these Guidelines. Changes to a building envelope are not within the jurisdiction of the DRC. Nevertheless, Owners are required to keep the DRC informed of the status of any changes to the building envelope that they may propose.

2.1.2 Undisturbed Property Area.

This is the area of the Property that is for the exclusive use of the owner, but in which building is prohibited, except as provided in Section 2.2 below. It is the area that is within the owner's property limits and in which landscaping and certain other improvements generally are permitted with DRC approval, but lies outside of the specified building envelope.

2.1.3 Common Area.

This area is designated on the subdivision plats for the use and benefit of all owners and their visitors subject to the restrictions set forth in the Covenants.

2.2 SETBACKS.

Buildings, including decks and roof overhangs, shall not be located outside the designated building envelope. An individual sewage disposal system may be located outside the building envelope if so approved by the DRC and Grand County. See Section 5 for additional requirements for Properties adjacent to the golf course.

2.3 GRADING.

Grading shall be done in a manner that minimizes the disruption to the natural conditions and avoids abrupt changes in the natural terrain. Grading that impacts adjacent property, or that negatively affects the Public View will not be allowed.

Open lined channels or pipes that concentrate runoff rather than disperse it evenly and slowly are not allowed.

2.4 SITING.

Building siting must be within the county established building envelope, and should be responsive to site features such as trees, terrain, drainage patterns, views, sun exposure, and rock outcrops, and there should be as little disruption of existing vegetation as possible.

To the extent practicable, for residences to be constructed on Properties located north of Pole Creek and directly adjacent to the property currently owned by YMCA of the Rockies, a Colorado nonprofit corporation, the homes be sited and the trees on the Properties preserved so as to screen the view of the YMCA property.

2.5 ADJACENT HOMES.

When siting your new home or making alterations to an existing home, the owner must consider any neighboring property and how the change will affect those Properties. The DRC may disapprove site and home designs that it believes would adversely affect any neighboring property.

2.6 DRIVEWAYS AND GATES.

2.6.1 The DRC will review the design of driveways for disturbance of natural grade and vegetation, access to public roads, and the durability and amount of surface materials. If a driveway would interfere with drainage patterns, adequate ditches, swales and/or culverts shall be engineered to channel drainage off the driveway and back to its natural drainage path.

Placement of the driveway intersection to a public road shall take into account safe visibility and shall be as close to 90 degrees as possible. In some situations, at the request of both affected Property owners, the DRC may permit a shared driveway or joined driveways where it is appropriate to ensure proper drainage or to minimize disturbance or otherwise to ensure compliance with these Guidelines. Driveway grades shall not exceed 10%.

Driveways must be asphalt and not wider than sixteen (16) feet. Driveway and courtyard gates are not permitted. Driveways shall have no more than one access opening (except in the case of circular driveway which may have two access opening). Each lot must accommodate at least four automobiles, which include the driveway and garage parking spaces.

2.7 FENCES.

Fencing or any other structure or plantings that form a boundary is prohibited for any portion of the boundary of a Property. Limited fencing or plantings to screen or mitigate the view may be permitted subject to DRC review and approval. This may include limited fencing or planting around hot tubs, fire pits, patio gardens or other space.

In addition, golf ball protection netting is not permitted. Pet enclosure structures are generally not permitted but may be considered if attached to the residence as a permanent structure.

Temporary snow fences may be installed for the limited purpose of controlling snow drifting, and may be in place only for the period from October 15 to April 30. Snow fence must be a plastic grid fencing material that is designed for such use, and in particular must have openings in the fencing material to allow snow to pass through. Fence and posts must be removed between May 1 and October 14.

2.8 WELLS, SEPTIC SYSTEMS AND IRRIGATED AREAS.

The Colorado Department of Public Health and Environment presently requires a minimum separation of 100 feet between a well and an adjacent septic system. All well and septic locations must be approved by the DRC.

Prior to determining the final location of a septic system and the sizing of a septic field, a qualified soils engineer must be hired to determine the requirements of a septic system based on the size and waste emission requirements of the home, and to determine the best location of the septic field and the size of the field based on these waste emission requirements. The location of the well can then be determined by setting the well 100 feet from the septic system as well as being 100 feet away from any potential location of an adjacent owner's septic system, all as determined by a qualified engineer.

In order to protect adjacent property owners and to satisfy the requirements of Grand County to obtain a septic system permit, the following are required:

1. All septic systems must be engineered on a site-specific basis, the construction must be supervised by a qualified licensed professional engineer and installation must be completed in accordance with county-approved plans.
2. Septic system size and location must be submitted with the Final Plan Review.

3. ARCHITECTURAL DESIGN REVIEW GUIDELINES.

3.1 ARCHITECTURAL COMPOSITION.

3.1.1 Design Elements.

Good design involves a site plan, floor plans, sections and elevations that are well thought out in how they take advantage of the site, relate to the neighbors, use materials, and make the most of your budget. Your design team should have a thorough understanding of your Property, the Guidelines, the Covenants and your own needs. Your design team is required to communicate your concepts and ideas to the DRC through drawings and documentation submitted for approval, as further detailed in Section 8.

Each home will contain a variety of elements that make the home look like a “mountain” home and fit within the environment. Those elements may include steeper pitched roofs, bold fascia and trim, massive beams and deck supports, combinations of stained wood and rock. Except for log homes described in Section 11.04(B)(3)(a) of the Covenants, modular homes and any other homes that are constructed off-site and assembled on a Property are prohibited unless the DRC, in its sole discretion, determines that any such home is consistent with the Covenants and these Guidelines. In no event shall mobile homes be permitted within the Properties except as otherwise permitted by the Covenants and Guidelines in connection with active ongoing construction on a Property.

It is solely the responsibility of the Property owner, their design team, and their contractor to design and construct these elements. The Fairways at Pole Creek and the DRC accept no liability for the incorporation of these elements into the Property owner’s design.

Materials, colors and building mass shall be informed by the following:

Natural materials including solid wood, stone, textured concrete, brick and colored stucco shall be used on building exteriors. Wood materials may include natural logs or board siding. Wood materials must be treated or stained, and may have a clear finish, but shall not be painted. Reclaimed materials may be permitted if stained/finished. Log homes which use full-length dimensionally-cut logs are acceptable. Metal siding is not permitted unless it has the appearance of natural wood.

Roof materials may include heavy-weight asphalt shingles, raised metal seam sheeting or concrete tile, or comparable non-combustible materials. Standing seam/metal roofs must be finished to minimize reflectivity.

Wood shingles are not permitted. Metal or plastic trim, chimney flues, etc. shall be colored or painted to blend into the building materials and the DRC may require the enclosure of such flues. Copper may be used but it may not be treated to inhibit oxidation. Synthetic materials, appropriate for this high altitude climate, may be permitted if they are colored and textured to represent natural materials.

Colors shall include a limited range of natural tones ranging from rust red, brown, ochre, gray, and green. Color hues shall be dark enough to blend into the landscape.

Building mass shall provide for varied architectural forms and relief. Simple geometric masses, such as saltbox or A-frame, are not permitted.

3.1.2 Swimming Pools, Tennis Courts, Accessory Structures, Recreational Equipment and Decorative Objects.

- A. Swimming pools and other similar water structures, tennis courts, basketball courts, doghouses, pet enclosures, and gazebos are not permitted.

Other accessory structures, including any recreational structures, such as playhouses, shall be reviewed on a case by case basis and, if approved, may be subject to such reasonable aesthetic restrictions and screening requirements as determined by the DRC.

- B. No decorative objects such as sculptures, birdbaths, fountains, and the like shall be placed or installed on a Property.
- C. Temporary recreational equipment, such as trampolines, or portable basketball hoops may be permitted seasonally, with prior approval of the DRC.
- D. Any of the above may not be located within the setbacks.

In considering a request for approval of any of the items described in this Section 3.1.2, the DRC shall assess the impacts to the Public View, and the size, location and design which should be consistent with the surrounding community and the primary residence on the Property.

3.1.3 Theme Architecture.

"Theme" design transplanted from another place or era, such as Victorian, Hacienda, Colonial, Tudor, Southwestern or Adobe will not be acceptable.

3.2 BUILDING HEIGHT.

No building shall exceed 35 feet in height. The height of a building will be determined from the average height of the roof line to the average grade of the ground under the building. Should the height restriction imposed by Grand County, Colorado (or the formula used for calculating the same) conflict with this height restriction or formula, the more restrictive shall apply.

3.3 BUILDING SQUARE FOOTAGE

The minimum finished livable floor area permitted for residences shall be 2,200 square feet. In the case of a multiple story residence, the minimum main floor livable area shall be no less than 1,800 square feet. Generally, the level that includes the front door and/or main kitchen of the home will be considered the main floor, and a walkout lower level will not be considered the main floor. All measurements shall be taken from the outside face of the exterior wall.

Livable space, livable area or livable floor area as they appear in this document are interchangeable and defined as all enclosed finished or unfinished livable space, including all upper level space with a ceiling height of six feet-eight inches (6'8") or greater, measured from the finished floor to the underside of the structural members of the floor or roof structure above and basement areas that are six feet eight inches (6'8") or greater in height and include a means of secondary ingress/egress in compliance with local fire codes, and all storage areas that are accessed from the interior of the building.

Areas not included in livable floor area are: garages, decks, porches, walkways, roof overhangs, crawl space areas, basement rooms with no means of secondary ingress/egress, and cellar or attic area.

3.4 GUEST HOUSES.

Guest houses are allowed in The Fairways at Pole Creek in two specific ways:

3.4.1 Attached Guest Houses.

Grand County allows an attached guest house/caretaker unit on all Properties within the subdivision under the definition of a single family residence; provided however, there are some specific requirements imposed both by the Water Division of the Colorado office of the State Engineer and by Grand County. Each owner is allowed to construct one "attached guest house," which shall be an additional dwelling unit within, and not legally divisible from, the principal structure. In addition, an attached guest house will be considered only if:

- A. The dwelling unit must comply with any restrictions provided in the Covenants and Guidelines.
- B. The dwelling unit must be in a continuous enclosure. Any dwelling spaces joined by a garage or breeze way are not considered to be a single dwelling.
- C. The entire dwelling unit must function as a unit without any permanent physical separation such as a wall or floor with no means of connection.
- D. The owner must obtain an approved building permit with adequate proof of water and sanitation to service this dwelling unit.

Any dwelling unit, together with the principle residence, that cannot meet these criteria is not considered a single family dwelling by the Office of the State Engineer and, therefore, is not permitted to be served by an in- household use only well permit or the augmented well permits.

3.4.2 Detached Guest House.

The following twelve (12) "Permitted Guest House" Properties are allowed to have a detached guest house, subject to certain conditions as outlined below. It is permissible to have an attached guest house on these 12 Properties (as provided in Section 3.4.1) or a detached guest house as provided in this Section 3.4.2, but not both.

The 12 Properties on which a detached guest house will be allowed are:

Lot 3-24	Lot 3-57	Lot 3-61
Lot 3-25	Lot 3-58	Lot 3-62
Lot 3-26	Lot 3-59	Lot 3-63
Lot 3-29	Lot 3-60	Lot 3-64

The conditions for building a detached guest house are as follows:

- A. A guest house may not be built prior to the primary residence.
- B. The primary residence and guest house must be built within the amended building envelopes as established for these 12 Properties.
- C. The total livable floor area (as defined in Section 3.3 above) of a guest house shall not exceed thirty percent (30%) of the total livable floor area (as defined in 3.3 above) of the primary residence constructed on the same Permitted Guest House Property. The minimum livable floor area of any guest house shall be 600 square feet on the main floor level.
- D. The number of bedrooms and baths of an approved guest house shall not exceed two (2) of each. The garage shall be no larger than a one-car garage.
- E. Guest houses shall be for residential use only.
- F. The guest house must otherwise comply with any restrictions provided in the Covenants.

3.5 ROOFS.

See Section 3.1.1 regarding roof color and materials. Roofs must have a Class A fire rating. Roof pitches shall be a minimum of 6/12. Roofs with a lesser pitch will only be permitted as a transitional and minor design element (such as a shed dormer or similar element) and as approved by the DRC. The peak of any turret must be at or below the main roof line.

3.6 FOUNDATIONS.

Licensed soil and structural engineers must be retained to determine the foundation requirements, including drainage, of your site. Concrete foundation walls that are exposed above the ground should be finished to match exterior wall materials. Exterior wall materials that extend from frame walls down over foundation walls should follow grade lines, not the steps in the concrete foundations.

3.7 EXTERIOR WALLS.

See Section 3.1.1 for general guidance on exterior wall materials.

The use of at least three (3) different application patterns will be required, for example, stone, wood, and stucco; or stone, vertical wood and horizontal wood; or other combinations meeting the goal of variety in exterior materials.

Rock/stone shall cover a minimum of 25% of the total exterior wall surface. Log homes having no manufactured logs or log facings will be exempt from the rock/stone requirement upon approval of the DRC. Brick may be used as an accent if properly used in conjunction with stucco, stone and heavy timbers. If stucco is selected, it shall be used in combination with wood, brick, and/or rock with a balance between the stucco and the other materials. No house shall be constructed using stucco in excess of 30% of the total exterior wall surface area.

3.8 WINDOWS, SKYLIGHTS AND DOORS.

Windows, doors and trim may be stained or metal clad. Skylights that are obtrusive to present and future neighbors are not permitted.

3.8.1 Window Requirements

Reflecting glass is not permitted.

3.8.2 Door Requirements.

The primary entrance door must be wood. Solid core wood or metal doors are acceptable for all other exterior doors and all doors must be consistent with the overall design of the home. Glass is permitted on doors.

3.9 CHIMNEYS.

Chimneys are an integral part of any mountain home. They are usually very strong elements that are required by code to extend higher than adjacent roof lines.

The top of a prefabricated metal chimney flue or termination cap must be concealed by a non-reflective architectural metal surround mounted atop the chimney form. Masonry chimney caps for wood fireplaces and stoves must utilize a non-reflective spark arrester. Reflective elements shall be avoided.

3.10 GARAGES AND PARKING.

All primary residences are required to have a minimum of a two-car garage. The garage must be connected to the main structure and care should be taken to ensure that the garage doors do not dominate the entire residence.

In addition to the garage, each dwelling unit is required to provide two additional paved off-street parking spaces. Storage of vehicles or equipment of any kind outside of the garage is not permitted except temporarily and/or for emergency purposes, as more specifically provided in the Section 11.04.B.2 of the Covenants.

3.10.1 Garage Doors

Garage doors shall be constructed of wood or other material that has the appearance of wood, in a style consistent with the exterior of the house.

All garage doors shall be rotated at least ninety (90) degrees away from view of the roadway and the golf course. Due to constraints on certain Properties, such placement may be difficult to achieve. The Public View of garage doors should be minimized.

In cases where there are design-related reasons to deviate from the 90 degree rule, the DRC may allow an owner to deviate to a lesser angle than 90 degrees by providing mitigation to screen or impair the sight of garage doors from the main roadway. However, the DRC retains the option of requiring the 90 degree if in its sole discretion, the reasons for the deviation are not well founded and a plan revision could be made to accomplish the 90 degree rule.

3.10.2 Mitigation with respect to garage door placement.

A combination of the following types of mitigation may be used:

- Adding architectural detail to the doors, or using doors that match the siding or are decorative in style, or enhancing the trim around the doors.
- Building extension wings to shield the Public View of the doors.
- Planting evergreen trees, with an offsetting layout, that are tall enough to screen the doors. Deciduous trees are not effective in screening during winter months and will not be acceptable.
- Berming up of the area between the roadway and the doors and placing rocks, evergreen bushes or shrubs, provided the height is great enough to screen the doors, and otherwise complies with landscape requirements described in these Guidelines.

If the DRC determines that additional screening is needed, the DRC retains the right to require additional mitigation at any time, including after you have installed your mitigation plan.

3.11 PORCHES AND DECKS.

Materials for porches and decks should be architecturally consistent with the home. Deck supports that appear too “skinny” will not be permitted.

3.12 UTILITY BOXES AND EXTERIOR GENERATORS.

Electric boxes, outlets, venting pipes, vent caps, meters, exterior generators and any other small accessories on the exterior of the home shall be painted to blend with the exterior construction material

on the house adjacent to such item. Additional landscaping may be required to screen such items from the Public View.

3.13 ANTENNA, SATELLITE DISHES AND ACCESSORY EQUIPMENT.

Exterior television or radio antennas, satellite reception dishes, and transmission devices must be concealed from Public View to the maximum extent possible. If a video or satellite reception dish or antenna must be located within Public View in order to receive a signal, all reasonable efforts will be required to minimize the visibility of the dish or antenna, including but not limited to the placement and/or painting to match the surrounding colors. Permitted satellite reception dishes will be limited to dishes not greater than 3-feet in diameter.

3.14 TRASH.

All construction rubbish and trash shall be removed from each Property, shall not be allowed to accumulate, be exposed to windy conditions and shall not be burned thereon. If an owner does not comply with these requirements, the DRC shall be authorized to go on the Property and remove or cause such rubbish and trash to be removed and charge the owner the cost.

3.15 OUTBUILDINGS NOT ALLOWED.

The design of the home should provide for adequate storage within the main structure for the lifestyle of the occupant. Outbuildings, storage sheds or other separate structures (other than Permitted Guest Houses) will not be allowed.

3.16 MANUFACTURED HOUSING.

The use of structures that are constructed off-site and require only transportation, such as mobile homes, stock modular buildings, or any structure that requires only partial assembly, will be prohibited. Structures that are assembled off-site and then completely disassembled for transportation, such as log homes or components that are manufactured off-site and assembled on-site, may be permitted. They will receive special consideration if, in the opinion of the DRC, they are of original design and in keeping with these Guidelines.

3.17 ALTERNATIVE ENERGY SOURCES.

Passive solar features, active solar systems, and other alternative energy sources should be appropriately integrated into the overall design of the home, should seek to minimize reflectivity or other negative visual or audible impacts, and should be mindful of potential negative impacts on wildlife.

Installation of any solar energy device(s) on any Lot must be approved by the Association prior to commencement of any construction or installation. The owner's application for approval must include:

- a. A description and drawings of the proposed location. Preferred locations include the roof or ground mounted in areas not visible from the street.
- b. Engineering plans, drawings and manufacturer specifications of proposed solar energy device(s) as reasonably necessary to evaluate the addition or improvement, showing, at a minimum, all finished dimensions and elevations (front, back and sides) with materials and colors indicated or supplied.
- c. Photos of the current structure and proximity of the proposed installation to the surrounding lots and residences.
- d. A statement that the solar energy devices are not expected by the owner to cause a nuisance to other residents due to glare, noise or other problems once installed and in operation.
- e. A statement that all building code and permit requirements have been met and will be adhered to in the installation and operation of the solar energy device(s). Copies of required permits must be submitted with the application or, if not yet issued at the time of the application, prior to installation

Evaluation criteria for solar energy devices includes, but is not limited to:

- a. Materials and installation methods must be completed in accordance with the manufacturer's recommended procedures;
- b. Aesthetic integration of the system into the existing structure and landscape of the community; and
- c. To the extent possible and feasible, owners will avoid installation of solar energy devices on the front, or public-facing view of the property.

The DRC is authorized to impose reasonable restrictions on the dimensions, placement and/or external appearance of energy devices; provided, however, the DRC shall not impose any condition that will increase the cost of the energy device by more than 10% or decrease its performance by more than 10% to the extent required by statute.

3.18 FIRE MITIGATION.

Fire mitigation should be considered when siting your home and driveway and preparing your landscape plan. The State of Colorado has established a Wildfire Mitigation Plan. Grand County also posts fire mitigation information on its website. The Association has adopted the requirements of a *Firewise* community and require that all the above are reflected in the Landscape Plan. See Section 10 for more details about how to protect your home from fire. Reference the County website: [Ultimate Wildfire Guide: [Ultimate Wildfire Guide – Grand County Wildfire Council \(bewildfireready.org\)](http://bewildfireready.org).]

3.19 UTILITIES.

All utilities, including but not limited to electricity, natural gas, telephone and cable television or internet service, shall be installed underground or using small satellite dishes as may be approved by the DRC.

3.20 INDIVIDUAL SEWAGE DISPOSAL SYSTEMS.

The installation of an Individual Sewage Disposal System shall be required prior to the owner providing notice of completion of construction to the DRC pursuant to Section 9.2.1. Each such system shall be in compliance with sound professional engineering criteria and specifications for the type of soils within which each such individual sewage disposal system will be installed. The design of each individual sewage disposal system shall incorporate an inspection port to facilitate the annual inspection of the same. No individual sewage disposal system shall be constructed, altered or allowed to remain or to be used on any Property without the owner first having applied for and received the necessary approvals from the appropriate local and state agencies. Only standard or engineered septic systems and leach fields shall be permitted as individual sewage disposal systems. The design engineer of each individual sewage disposal system shall provide supervision during the installation of the same and verify to Grand County that the system has been installed in accordance with its intended design.

3.21 WELL AND WATER USE RESTRICTIONS.

The Association water augmentation plan which the state mandates, allows each owner of a Property to obtain a permit to drill a well to serve a single family residence on the Property and to irrigate not more than one thousand (1,000) square feet of outside area thereon, as indicated in individual well permits. The owner of a Permitted Guest House Property upon which a guest house is allowed by the terms of the Covenants shall be entitled to drill a well capable of serving a single family residence, a guest house and one thousand (1,000) square feet of outside irrigation area. Each owner, at its own expense, shall install a water meter in new construction Metron-Farnier brand Spectrum Jet series, Models 30D, 30DL, or 50DLC, on the owner's residential well, as verified by the Colorado Water Commissioner and prior to the issuance of a certificate of occupancy for any dwelling. Thereafter each owner shall maintain, monitor and report usage to the Management Company monthly by the 15th of each month as mandated by the Colorado DWR water authorities, and in accordance with the terms of the residential water rights decree applicable to the Properties. Total water use shall be restricted to a maximum of 0.35 acre foot (114,000 gallons) per year total in accordance with State administered individual owner well permit limits allowing for indoor home and a maximum of 1000 square feet of exterior irrigation. No more than 15 gallons per minute may be diverted from any residential well. See Section 12.02(B) of the Covenants for more information on water restrictions; see also your well permit.

4. LANDSCAPE DESIGN REVIEW GUIDELINES.

4.1 THE LANDSCAPE DESIGN PHILOSOPHY.

Random, natural planting patterns are preferred and linear or circular planting patterns will not be permitted.

4.2 DESIGN.

The Landscape Plan shall include as a minimum:

- i) 4 evergreen trees at least 10' tall,
- ii) 6 evergreen trees at least 6' tall,
- iii) 10 aspen (or similar deciduous) trees at least 10' tall with a diameter of at least 2",
- iv) 15 shrubs at least 5 gallon size;
- v) Reseeding of all areas disturbed by construction
- vi) Removal of all junipers (including stumps)
- vii) Irrigation areas identified
- viii) Existing and proposed grading
- ix) Driveway design details must include adequate off street parking for at least 4 automobiles

Additional tree planting will be reviewed and decided upon based on County Drought status. Landscaping plans may include the use of xeriscape, nonvegetative turf grass, drought-tolerant vegetative or nonvegetative landscapes and vegetable gardens to the extent required by C.R.S. § 38-33.3-106.5 or otherwise permitted by the DRC. Pursuant to statute, the DRC has selected three preapproved garden designs for installation in the front yards that adhere to the principles of water-wise landscaping as defined in CRS 37-60-135(2)(1). These plans are available on the Association's website or by request.

In each instance where the driveway access to the road has been either cut or filled, the owner is required to include in their landscape plan, the details of how the driveway access will be revegetated and re-graded as nearly as possible to their original grade.

If there will be landscape lighting, include pictures and/or graphics illustrating design and wattage.

See Section 5 for landscape requirements for golf course Properties.

4.2.1 WATER USE.

Installation of a drip irrigation system sufficient to water all installed plant material is required to ensure survival of trees and other plants installed as part of the landscape. Grand County Drought Preparedness information and appropriate water use information resource:

<https://www.co.grand.co.us/1341/Drought-Preparedness-Program>.

4.2.2 TREES.

No trees may be planted that interfere or will interfere with the views of neighboring Properties. Removal of trees on your property greater than 6" in diameter that have not been approved as part of your landscape plan will require additional approvals, including those perceived to be diseased.

4.2.3 HARDSCAPE.

Hardscape for areas around the house is permitted, including walkways, with small paving units such as natural stone, brick, flagstone, or pre-cast concrete pavers. Large slabs of poured concrete or asphalt, located away from the house and used for siting or sports activities which tend to spall and crack, are not permitted.

4.2.4 RETAINING WALLS AND PLANTERS.

Exposed unfinished concrete or cinder block is not permitted. Mortarless stone walls must be made thicker at bottom than at the top. Retaining walls and planters must permit water trapped behind them to be released.

Retaining wall requirements:

- **Retaining walls shall be contained within the building envelope.**
- No retaining wall shall exceed a height of 42 inches. Support walls connected to the home will be considered separately.
- Walls include any massing of rocks or other landscape materials installed as part of the landscaping.
- Step walls with a minimum of 5 feet between walls may be used if the grade would otherwise require a wall height of greater than 42 inches.

Natural plantings should be used to mask any wall from roads and surrounding properties, and to integrate it into the landscape design.

4.2.5 PONDS, FOUNTAINS AND NON-NATURAL FEATURES.

To limit water use, ponds, fountains or other water features will not be permitted. Other non-natural features (constructed of other than natural materials), such as hot tubs and fire pits must be harmonious with the home and the natural environment. Fire pits are subject to fire mitigation recommendations and/or policies adopted by the Association and must be compliant with Grand County restrictions.

4.3 LANDSCAPE PLAN.

4.3.1 LANDSCAPE PLAN SUBMISSION AND FEES/DEPOSITS.

With the materials submitted for Final Plan Review, the owner is required to submit (i) the Landscape Compliance Fee and Deposit AND (ii) either a complete Landscape Plan OR the Landscape Plan Deposit.

4.3.2 INSTALLATION.

Installation of the landscape in accordance with the approved plan must be completed in the same calendar year as the owner notifies the DRC of the completion of construction of the home, except that if construction is completed after September 1, installation of the landscape may be completed no later than August 1 of the following year. Installation of the driveway is required as part of the completion of the landscaping.

Upon completion of the landscape installation in accordance with the Landscape Plan, the owner shall contact the DRC in writing to request inspection of the landscape installation. The DRC shall inspect the installation within thirty (30) days and shall promptly report to the owner any corrections or revisions required. At that time the owner may request in writing a modification to the approved landscape plan. After any required corrections or revisions are approved, the owner shall again request an inspection by the DRC. When the DRC approves the landscape installation, the owner will be notified in writing.

4.3.3 LANDSCAPE DEPOSIT REFUND.

If landscape installation is completed in the required time, after the one-year survival period the DRC will notify the owner in writing if any plant material needs to be replaced. If installation of the replacement material is not completed within 30 days of such notification, the entire deposit may be held and the refund will decrease by \$100 for each month or partial month up to \$500.00 until replacement is complete (not counting the months of November through April when planting is not practical). The one-year survival period will begin anew for the replacement material. For this purpose, completion of landscape installation (or replacement) means the date the DRC receives notification of completion from the owner, if in fact, after inspection, the DRC approves the installation (or replacement) as complete.

If any landscape installation is not completed in the required time, the DRC will provide written notice to the owner and, unless the owner completes the installation (or replacement) within thirty (30) days after such notice, the entire deposit may be held and the refund will decrease by \$100 for each month or partial month up to \$500.00 until installation is complete (not counting the months of November through April when planting is not practical). The DRC may apply any portion of the Landscape Deposit that has been forfeited to complete the installation in a manner similar to or consistent with the approved landscape plan.

If the DRC does retain any deposit and/or apply it toward completing the landscape installation, the owner is not released from the obligation to ensure the landscaping is in accordance with the approved plan.

After the return of the Landscape Deposit, or portion thereof, the Owner shall remain responsible for the care and maintenance of the minimum planted material to ensure the survival of the same. Replacement of plants that do not survive will be required.

4.3.4 LANDSCAPE PLAN DEPOSIT.

In lieu of submitting a Landscape Plan, the owner may elect to submit a Landscape Plan Deposit (see Appendix D) to the DRC with the submission of materials for Final Plan Review. The Landscape Plan Deposit is in addition to the Landscape Fee and Deposit.

The Landscape Plan Deposit will be refunded upon submission and approval of the landscape plan by the DRC. If the plan is not submitted and approved by the DRC prior to commencement of installation of the landscape, the DRC may retain up to \$500.00 of the Landscape Plan Deposit after 30 days notice to Owner to cure the violation. If the DRC retains the Landscape Plan Deposit, that does not release the owner from the obligation to ensure the landscaping is in accordance with the approved plan.

4.3.5 MODIFICATIONS/ADDITIONS TO LANDSCAPE PLAN.

An owner may make minor modifications or additions to landscaping installation or other outdoor features without prior approval of the DRC, so long as such modifications and additions are consistent with the owner's approved landscape plan and the requirements of these Guidelines. For more significant changes, an owner may submit a new landscape plan to the DRC for approval in the same manner as described above, except that no additional deposit shall be required. The owner shall be required to complete installation of any DRC-approved landscaping modifications and additions in the same season in which the installation is begun.

4.4 DURING CONSTRUCTION.

The owner shall be responsible for replacing any trees, shrubs, or ground cover damaged during construction, other than those that are located within the building envelope and required to be removed in order to complete construction in accordance with the approved plans. All areas disturbed during construction must conform to the Colorado Noxious Weed Act and the Grand County Noxious Weed Management Plan (available on the Grand County website, Noxious Weed Guide: [noxious-weeds-of-grand-county-WEB 2022.pdf \(middleparkcd.com\)](https://www.middleparkcd.com/noxious-weeds-of-grand-county-WEB-2022.pdf)), and must be revegetated to blend with the existing landscape. Proper erosion control techniques shall be observed during and after construction.

4.5 EXTERIOR LIGHTING.

4.5.1 EXTERIOR LIGHTING REQUIREMENTS.

All exterior lighting shall be Compliant with the International Dark-Sky Association's Fixture Seal of Approval program. All lighting shall be directed away from adjoining Properties and the Public View. Uplighting is strictly prohibited within the Properties.

For example, fixtures where the bulb is visible below the bulb housing, and those that do not diffuse the light source using frosted, milked or opaque glass are not permitted. No flood lighting will be permitted. When pole-mounted, the light source must be within eight feet from the ground.

4.5.2 EXTERIOR LIGHTING PLAN AND DEPOSIT.

As part of the materials submitted for Final Plan Review, the owner is required to submit (i) an Exterior Lighting Plan, including detail of the location and fixtures for all exterior lighting, or (ii) the Exterior Lighting Plan Deposit. The Landscape Plan may be used to show landscape lighting - The Exterior Lighting Plan Deposit is refundable upon submission and DRC approval of a final Exterior Lighting Plan. If the plan is not submitted and approved by the DRC prior to commencement of installation of the lighting, the DRC may retain all or a portion of the Deposit. The DRC retaining the Deposit does not release the owner from the obligation to submit a lighting plan and obtain DRC approval of the lighting plan.

4.6 INTERIOR LIGHTING.

No significant light sources pointed up or out or visible through high windows, clerestories or skylights are allowed.

5. GOLF COURSE PROPERTIES.

5.1 GOLF COURSE.

Some special requirements are placed on the owners of Properties on the golf course.

5.2 THE GOLF COURSE SETBACK.

The setback will be a minimum of 50 feet. No construction staging, structures, patios etc. of any kind will be allowed in the golf course setback.

5.3 LANDSCAPING OF GOLF COURSE PROPERTIES.

The DRC may require landscaping on Golf Course Properties that exceeds the minimums otherwise provided in these Guidelines. The Landscaping Plan should address both the Public View and the safety issues associated with golf course Properties. A golf cart path running between a home on a golf course Property and the golf course path system is considered a landscape modification requiring DRC approval (see Section 8) and may be permitted if appropriately positioned and screened to be consistent with golf course activity and maintaining the home's privacy.

5.4 SITING HOMES ALONG THE GOLF COURSE.

The safety of the residents in both interior and exterior spaces can be in jeopardy if a home is sited improperly. Nets or other protective devices are not permitted. It is essential that the area and side elevation of golf course homes be given as much visual consideration as the front.

6. GENERAL SIGNAGE AND MAILBOXES.

6.1 PERMISSIBLE SIGNS.

If an owner desires an entrance sign or monument, a plan for such sign/monument shall be submitted to the DRC for approval. Said signs mounted upon or hung from a column with a base shall be no larger than 3 feet by 3 feet. The sign total area shall not exceed 6 square feet. If the monument is on a stone, the graphics shall not occupy an area greater than 6 square feet. The height of the column shall be no higher than six feet above the private drive at the point where the drive is adjacent to the column. Said column should integrate materials harmonious with the home. Any signage lighting shall conform to the exterior lighting guidelines, with a manufacturer Dark Sky rating. Archways are not allowed. The intent is to allow owners flexibility in designing a column in a tasteful manner that will blend with the natural surroundings, but will not appear as an entrance "statement" to a home.

A. During the construction period, the owner shall be allowed one temporary sign, which shall not exceed six square feet maximum surface area and may be freestanding on the property. Said sign may be placed upon the site at ground breaking, at a location approved by the DRC and shall be removed immediately upon issuance of the certificate of occupancy. Any acknowledgments given to the lending institution, architects, designers, etc. shall be included within said six square feet. Any sign installed during construction must be professionally made and installed to be at least semi-permanent. **Spray-painted unfinished signs and address markers are not permitted.**

B. Only one real estate "for sale", "for rent", or "for lease" sign shall be permitted on any Property at any time. Any such sign shall not exceed four square feet maximum surface area. The sign may be freestanding on the property, but shall be posted not more than 10 feet from the street.

C. Each owner of a Property where a house is built or under construction shall be allowed to post on their Property up to two signs provided by a commercial security company. Each such sign shall be no greater than one square foot maximum surface area, shall extend no more than 24 inches above the ground and shall not be lighted, reflective, neon or otherwise brightly colored in a manner that is inconsistent with the overall landscaping philosophy. One sign may be posted near the main entrance to the house, no more than ten feet from the house or at the driveway entrance; the other sign may be posted near any other entrance to the house, but no more than ten feet from the house.

D. No other real estate signs, temporary road signs or other signs or devices to attract attention are permissible without the approval of the DRC or as otherwise expressly permitted by law.

E. Signs, including those permitted as provided above, are not permitted along the golf course boundary nor facing the golf course. All signage as prescribed in this Section must face the street side of the Property where it is posted.

F. Owners are required to post their house number or full address, consistent with Grand County requirements and this Section 6.1. Your house number sign must be noncombustible, reflective and easily visible to emergency responders. They are currently available through the Grand County Wildfire Council.

G. Any signs not posted as prescribed above will be removed, and the owner may be subject to violations, as set forth in Appendix A.

6.2 MAILBOXES.

Individual mailboxes and newspaper boxes are not permitted.

7. CONSTRUCTION PRACTICES AND GUIDELINES.

7.1 LIMIT OF CONSTRUCTION ACTIVITY.

All construction activity must take place strictly within the property lines of the Property being improved and, whenever possible, construction activity should be limited to the building envelope in order to preserve the undisturbed Property area. Staging, storage, and construction activity of any kind are not permitted in the golf course setback under any circumstances. Construction within any easement is not permitted. The DRC may restrict the area of construction activity to a greater extent.

7.2 TEMPORARY FACILITIES; SANITARY FACILITIES.

No trailers, tents, shacks, or any temporary buildings or structures shall ever be permitted on any portion of the Properties, except an actual construction trailer or trailers may be permitted by the DRC in connection with ongoing construction on any Property. In no event shall any such temporary building or structure at any time be used for human habitation temporarily or permanently.

Temporary sanitary facilities must be provided on the building site for construction of new homes. Such facilities will be located entirely within the Property's building envelope or undisturbed area and, if possible, screened from Public View. In no event may such facilities be less than 35 feet from the public road, nor may they remain on the Property other than while construction is in progress.

7.3 DEBRIS AND TRASH REMOVAL.

The owner is solely responsible for properly maintaining a clean and orderly construction site throughout the construction period. Any agreements between the owner and the owner's contractor or other parties will not relieve the owner of this responsibility.

Construction debris and trash must be collected and secured in a dumpster or other suitable receptacle intended for such purposes at the end of each work day. Debris and trash to be collected includes wind-driven materials on other Properties, roadways and common areas. Debris and trash receptacles shall be emptied in a timely manner and not allowed to overflow. Failure to empty debris and trash receptacles in a timely manner may result in violations, and the DRC may have the receptacles removed at the owner's expense. On-site burning of construction debris, slash, and trash is strictly prohibited.

7.4 SITE DISTURBANCE.

Damage to the grading, vegetation and natural features of the site shall be minimized. Trees outside of the construction zone must be protected from damage with appropriate, temporary protective fencing. Limits of site disturbance should be visibly marked and maintained throughout construction. Excavation activities, except for utility trenching, is permitted only on the owner's Property. Excess excavation

material shall be removed at the same time as the foundation is backfilled. The material shall not be placed on roads, common areas, or other Properties.

Prior to construction vehicles entering the site from the public road, the entire length of the construction access and all parking areas on the Property shall be covered with Class 6 road base to a minimum depth of 6 inches. In addition, a minimum of 6 inch depth of vehicle traction control (3½ inch to 5½ inch crushed angular rock) shall be placed atop the road base for the first 50 feet of access adjacent to the public road.

Any tracking of dirt, mud or debris from the construction site onto public roads shall be removed on the same day the tracking occurs; in such a manner that evidence of such tracking is completely eliminated.

7.5 EROSION CONTROL.

Prior to the groundbreaking (as described in Section 7.8) start of excavation or grading, erosion control structures shall be installed to meet the requirements of Grand County. At a minimum, silt control structures shall be installed wherever runoff of disturbed areas may leave the site. Low profile "waddles" or similar facilities are preferred over silt fences. Culverts and ditches must be in place during construction, as well as permanently placed after construction.

It is required that all areas disturbed by construction be permanently stabilized by seed and mulch, sod, and/or other plant material. Such material shall be properly watered in compliance with water restrictions, and/or reseeded as needed until the area is stabilized. Straw is recommended as mulch over seed-sown areas to improve and hasten the germination. Any areas that have a 2:1 slope or steeper should be controlled by an erosion control blanket or hydro mulching.

7.6 SITE ACTIVITIES.

It is the owner's responsibility to make every effort to respect the neighbors and golfers by keeping disturbances from the construction site to a minimum. Dust drifting to neighboring Properties, common areas and/or the golf course shall be minimized. Loud music or other noise (other than from normal construction-related activities) at the job site is prohibited.

Grand County allowed hours of construction are 7:00 a.m. to 7:00 p.m. Sensitivity and attention should be given to noise levels and added traffic.

All vehicles will be parked so as not to inhibit traffic, and so as not to damage the natural landscape, or impact adjacent properties.

Concrete suppliers and contractors may not clean their equipment other than at a location designated for that purpose by the DRC.

Contractors may not use surface water for construction.

The DRC may determine that a pet on the job site poses a potential threat or problem to workers or visitors and may require the pet owner to remove the pet from the site permanently or be leashed at all times. In no event will pets be permitted to roam outside the Property where the construction is occurring.

No site shall be used for any type or kind of exterior storage of construction equipment or materials, except during construction. Such materials and equipment shall be expeditiously removed upon completion of the construction and in no case shall such external storage be permitted longer than two (2) years after a permit is issued or construction begins, whichever is earlier.

7.7 OWNER RESPONSIBILITY.

No changes in plans or materials previously approved may be undertaken without approval of the DRC. If any construction or improvement is deemed by the DRC to be inconsistent with approved plans or specifications, the owner will be responsible for revising the construction to meet approved documents. Should an owner fail to bring such construction into compliance, the owner may be deemed to be in

violation of the governing documents of the Association, as provided in the Covenants, and shall be subject to the relevant penalty and enforcement provisions of the Association. The owner will be responsible for the cost of repairing any damage caused by the project's construction activities.

Any failure of the DRC to notice any violations or non-compliant items at any time during the review process, the construction process, or during final inspection does not relieve the owner from complying with these Guidelines, the Covenants, and all applicable codes, ordinances and laws. Each owner as well as every architect, designer and contractor is responsible for knowing and complying with all requirements of the relevant documents and law and is required to affirm that he has read and understands the requirements of the Guidelines and the Covenants and will adhere to these requirements. The DRC is entitled to rely on such affirmation at all times.

Owners are required to keep the DRC informed of the status of any proposed changes to the building envelope that they may propose or intend to propose to the County.

7.8 CONTINUITY OF CONSTRUCTION.

The entire exterior of any building, including decking, shall be completed within eighteen (18) months from Groundbreaking ("Groundbreaking" is defined as the beginning of tree removal or earth work), unless an extension has been granted in writing by the DRC, or unless the DRC has approved a conditional notice of construction completion pursuant to Section 9.3 below. This eighteen-month period (plus any DRC-granted extensions) shall be the "Initial Construction Period." All site work, including final grading and attached retaining wall construction must be completed within the Initial Construction Period.

Completion of interior construction shall be permitted beyond the initial construction period under the following conditions:

- (i) All trash and debris must be stored in an enclosed area, must be out of site from the exterior of the building, and must be removed on a regular basis;
- (ii) All tools and equipment must be stored out of sight and within the building;
- (iii) Temporary interior utility lighting may be used only during normal daytime working hours and shall not be used as security lighting at night;
- (iii) No temporary construction office or trailer shall be permitted; outdoor sanitary facilities will be permitted only to the extent allowed by Grand County;
- (iv) Temporary utilities (such as LP tanks and electricity generators) are not permitted;

8. PLAN REVIEW PROCESS.

All homes must be designed by, and built in accordance with, the plans and specifications of a licensed architect or licensed building designer. All submitted plans must be of professional quality and easy to read and understand. The DRC retains the right to reject any submission that, in its opinion, is unreadable or incomplete.

The submission process, Checklist and Request Forms are found on the Management Company website.

The DRC's review process is initiated with a check list of required components to begin the process and involves three steps:

- A. Sketch Review (recommended but not required at early stage of design)
- B. Preliminary Plan Review
- C. Final Plan Review

8.1 SUBMITTAL OF PLANS.

For any new building, addition, renovation, refinishing, or significant landscape changes, additions or modifications, the procedures outlined in these Guidelines, and amendments thereto, must be followed.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements, shall be submitted to the DRC for review and approval. This includes plans for domestic water and irrigation systems, an Individual Sewage Disposal System, lighting and other features of proposed construction which shall be submitted as applicable. All improvements shall require the submission of an engineering report addressing soils and geology conditions, foundation design and drainage. The DRC requires that owners retain a licensed and insured local architect, general contractor and registered engineers who are experienced with design issues particular to the environment at The Fairways at Pole Creek. **All plans must be submitted at least 10 calendar days prior to the date of the meeting at which the plan is to be reviewed.** The DRC generally meets the first week of each month. A plan will be reviewed only if it is complete and submitted with payment of all applicable fees (as set forth on Appendix D).

In reviewing each submission, the DRC may consider, among other things, the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation.

The owner is encouraged to attend, in person or via video conferencing, the meetings at which preliminary and final plans are reviewed. The owner OR a representative who has been authorized to speak on behalf of the applicant ("Representative") **MUST BE IN ATTENDANCE** at both of those meetings or no action will be taken on the submission. The Representative must be identified on the application materials or in writing from the owner to the DRC. This requirement of attendance is optional for the Sketch Review.

If the owner or Representative attends the meeting as required, and the DRC fails to approve or to disapprove any submittal within sixty (60) days after submission of all required information and materials and any additional information and materials reasonably requested by the DRC, and payment of all applicable fees, the application shall be deemed approved. If neither the owner nor the Representative attends the required meetings, the application shall be considered suspended (and the 60-day period shall not begin) until such time as the owner or Representative does attend a meeting where the completed submittal is again considered. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be deemed given for any item that is in conflict with the Guidelines or Covenants, unless a variance has been granted in writing by the DRC.

AN APPLICANT MUST RECEIVE FINAL PLAN APPROVAL PRIOR TO APPLYING FOR A BUILDING PERMIT FROM GRAND COUNTY. NO TREE REMOVAL, GROUNDBREAKING OR IMPROVEMENTS MAY BEGIN PRIOR TO DRC APPROVAL AND RECEIPT OF A BUILDING PERMIT.

8.2 SKETCH REVIEW.

Owners are encouraged to submit a preliminary sketch of their design to the DRC during the early design stages. The materials submitted only need to include elevations and a site plan. No deposits or fees are due for this review. This step in the process may help the owner avoid unnecessary time and expense later in the process.

8.3 PRELIMINARY PLAN REVIEW.

The submittal for Preliminary Plan Review must include:

- A. The completed application and checklist processed through the Management Company (provided in Appendix B).
- B. The following drawings (electronic submittal only), each with a title block that includes the owner's name, Property number, street address and date:
 - (i) Site Plan of the entire Property showing proposed and existing topography, retaining walls, all proposed improvements, including proposed building and driveway locations, easements and setbacks, north arrow, neighboring Property numbers and the proposed location of the well and location of the septic system.
 - (ii) Floor plans showing overall dimensions, door and window openings, floor area calculations, porches, decks, balconies, and terraces.
 - (iii) Elevations of each side showing all proposed exterior materials (and the percentage of each), the site topography in relation to each elevation and building heights to top of ridge line or top of parapet. The main entrance elevation shall be provided in color to reflect the proposed color scheme and proposed materials.
- C. The Design Review Fee (see Appendix D).

The DRC will provide written comments following the review and reserves the right to require additional information, a model, new drawings or modifications to submitted drawings prior to approval of the Preliminary Plan. Any Preliminary Plan approval shall not be an approval for construction of any kind and will only be valid for a period of twelve (12) months following submission, after which it will expire and the Design Review Fee will be forfeited.

8.4 FINAL PLAN REVIEW.

In order to proceed to Final Plan Review, you must:

- (i) Modify your Preliminary Plan drawings as required by written comments from the DRC following your Preliminary Plan Review;
- (ii) Complete your final construction documents; (iii) Submit all required materials for Final Plan Review; (iv) Ensure that your account with the HOA is current.

The submittal for Final Plan Review must include:

- A. The completed application and checklist (provided in Appendix C).
- B. The following drawings (electronic submittal only), each with a title block that includes the owner's name, Property number, street address and date:

- (i) Final site plan of the entire Property, showing proposed Property and existing topography, retaining walls, all easements, all required setbacks, building envelope, the location of all improvements, location of driveway, location of well, location of septic system, north arrow, neighboring Property numbers, any disturbed area , other site features and existing utilities. Identify all trees to be removed and those to remain.
 - (ii) Floor plans showing all final overall dimensions, door and window openings, floor area calculations, porches, decks, balconies and terraces.
 - (iii) Final elevations of each side showing both existing and final grades, all exterior materials (and the percentage of each), details of specific exterior design elements, window details, door details, trim details as required to successfully demonstrate intended finish. The main entrance elevation shall be colored depicting actual final materials and color selections.
 - (iv) Engineered design for the foundation. Engineered design of the Individual Septic Disposal System and associated soils report.
- C. Color photos/renderings of all exterior materials, including siding, roof, doors, windows, exterior trim and chimneys. Brand names and specific color names shall be included.
- D. For the Landscape Plan, either:
 - (i) a Landscape Plan Deposit (as provided in Section 4.3.4), OR
 - (ii) a Landscape Plan indicating all intended landscape improvements, including types and quantities of vegetation, location of existing trees in the immediate area of the improvements, locations of rock out-croppings, boulders, decks and patios, driveways, description and location of the drip irrigation to be installed and location and size of proposed septic system. The Landscape Plan may be, but is not required to be, prepared by a design professional.
- E. For exterior lighting, either
 - (i) an Exterior Lighting Plan Deposit (as provided in Section 4.6.2) OR
 - (ii) an Exterior Lighting Plan showing the location of and with description of all exterior lighting fixtures. Include cut sheets to show fixtures are dark sky compliant.
- F. **At least ten (10) days prior to the DRC meeting at which the Final Plan will be reviewed, stake the site to show the final location of all improvements including the septic system. Tag all trees to be removed.**
- G. The Construction Fee and Deposit, Landscape Fee and Deposit and any other relevant deposits or fees (as set forth on Appendix D).

Construction plans should not be released by the owner to Grand County for a building permit submission until the relevant fees and deposits have been paid and the DRC has approved the Final Plans.

DRC approval of Final Plans will be valid for two (2) years following the date of the approval letter. If construction does not commence within two years after DRC approval, the applicant will be required to resubmit for approval to ensure that their submission is still in compliance with the Guidelines in effect at the time you resubmit. A re-submittal fee of \$100.00 will be required.

The DRC will not consider, and assumes no responsibility for, the structural integrity, life safety, or building code compliance of the proposed improvements. Approval of final plans by the DRC does not reflect any requirements or approvals by the Grand County Building Department.

If the DRC does not approve either a preliminary or final submittal, the resubmission of plans will follow the same procedure as outlined in Section 8.3 or 8.4, depending on which approval is being requested. The owner (or their Representative) may reply in writing to any concerns expressed by the DRC during the review process.

8.5 ADDING A GUESTHOUSE.

A detached guest house is permitted on certain Properties identified in Section 3.4.2. The construction of a detached guesthouse on any of these Properties after the completion of the primary residence is permitted, and is subject to the same DRC review and approval requirements as the primary residence, except that: the fees and deposits may differ, as provided in Section 8.7 and Appendix D, and the entire exterior of the guesthouse, including decking, shall be completed within twelve (12) months from ground breaking,

8.6 REVIEW OF REMODELS, TEMPORARY STRUCTURES, LANDSCAPE REVISIONS AND FURTHER IMPROVEMENTS.

Alterations of completed projects, alterations of a project under construction, including landscape revisions, and significant landscape modifications or additions must be reviewed and approved by the DRC prior to construction or installation. Any change made without DRC approval will be in violation and subject to enforcement action. Prior to making any such alteration, a submittal must be made to the DRC including a description of the intended alteration/modification, a photo or drawing of the existing construction, a drawing of the intended alteration, and a description of all materials to be used in the alteration/modification, all consistent with the requirements of this Section 8. Include the payment of the required alteration/modification fee as provided in Appendix D. The submittal must be made not less than ten (10) days prior to any scheduled DRC meeting and must be of the same nature and quality required for a submittal of new construction.

8.7 FEES AND DEPOSITS.

The fees and deposits required to be paid in connection with review and approval of improvements by an owner, as well as the amounts and requirements for refunds of deposits, are set forth on Appendix D and Section 3. The DRC retains discretion to adjust fees and deposits as it deems appropriate based on the nature of the proposed project and such other reasonable factors as determined by the DRC.

The DRC may impose, in connection with any particular review, an additional fee to cover its anticipated expenses for conducting such review, including the anticipated cost of obtaining professional guidance from a licensed architect or other appropriate licensed professional.

8.8 NO IMPLIED WAIVER OR ESTOPPEL.

The approval of the DRC of any improvement to or upon any Property shall not be deemed a waiver of any right or estoppel to withhold approval or consent for any similar improvement to any other Property or any similar proposals, plans, specifications, or other materials submitted with respect to any other improvement to any other Property.

9. ENFORCEMENT.

The provisions in this section supplement the various enforcement provisions in the Covenants and the Bylaws, and as provided in Appendix A. The DRC is entitled to apply all such provisions.

Any structure or improvement placed or made in violation of the Guidelines or the Covenants shall be deemed to be nonconforming. Upon written request from the Board or its designees, owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Property and collected as a Specific Assessment.

The Association may also suspend or prohibit access by any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the Covenants or these Guidelines after notice and opportunity for a hearing.

Prior to levying fines or taking legal action to enforce the Covenants or these Guidelines, the Association shall follow those procedures set forth in the Association's Covenant and Rule Enforcement Policy.

9.1 WORK IN PROGRESS: INSPECTIONS AND VIOLATIONS.

9.1.1 Inspections.

The DRC or its authorized representatives may inspect all work in progress, completed construction and/or landscaping. Absence of such inspection and notification does not constitute approval of any item and does not imply compliance with DRC-approved plans or with these Guidelines or the Covenants. With prior notice to the owner, the DRC or its authorized representatives may enter on to any Property for the purpose of inspection without being guilty of trespass. However, after a building has been locked and secured, the inspector may not enter without permission.

9.1.2 Violations.

If the DRC determines an owner is not in compliance with DRC-approved plans or these Guidelines, the DRC or the Management Company may send reminder notices prior to following the rule enforcement procedures in the Association's Covenant and Rule Enforcement Policy. Upon commencement of an enforcement action, the DRC or Management Company shall provide a written notice of the noncompliance to the owner. The notice to the owner shall specify the particulars of the noncompliance and require the owner to take such action as may be necessary to remedy the noncompliance. A failure to comply with the notice of noncompliance will be resolved as set forth in Section 9.3. The notice of noncompliance shall be the same as a Notice of Violation under the Association's Covenant and Rule Enforcement Policy.

9.2 COMPLETED WORK; NOTICES AND INSPECTIONS.

9.2.1 Notice of completion by owner.

Upon completion of construction, landscaping installation or any other items in accordance with DRCapproved plans, the owner shall give written notice to the DRC.

9.2.2 Notice of Satisfactory Construction Completion by DRC

The DRC or its duly authorized representative may inspect any construction prior to or after receipt of notice from the owner, provided that the right of inspection, if not exercised, will terminate (8) months after the DRC receives such notice.

After inspection of the improvements to the property, the DRC will notify the owner in writing of satisfactory construction completion if the improvements were completed in conformity with the DRCapproved plans. With respect to completion of construction of a home, such notice shall be given within fourteen (14) days after the DRC inspects the improvements. With respect to completion of any other item, such notice shall be given not later than fourteen (14) days after the next normally scheduled meeting of the DRC.

9.2.3 Notice of Noncompliance.

If after receipt of notice of construction completion from an owner, the DRC finds that any improvement to the property has been done without obtaining the approval of the DRC or was not done in complete conformity with the DRC-approved plans, specifications and materials and any conditions imposed by the DRC, the DRC or Management Company shall notify the owner in writing of noncompliance. With respect to completion of construction of a home, such notice shall be given within fourteen (14) days after the DRC inspects the improvements. With respect to completion of any other item, such notice shall be given not later than fourteen (14) days after the next normally scheduled meeting of the DRC. The notice shall specify the particulars of the noncompliance and shall require the owner to take such action as may be necessary to remedy the same. A failure to timely comply with the notice of noncompliance will be dealt with as set forth herein and in accordance with the Association's Covenant and Rule Enforcement Policy.

9.3 NONCOMPLIANCE; REMEDIES AND PROCEDURES.

9.3.1 Notice of Noncompliance by DRC; Appeal by Owner.

If the DRC or Management Company gives any notice of noncompliance, the owner may appeal to the Board by giving written notice of such appeal to the Board and the DRC within fourteen (14) days after the date the notice of noncompliance is given. If no appeal or challenge is timely filed, the owner shall be obligated to comply with the notice of noncompliance. The appeal hearing is a hearing as set forth in the Covenant and Rule Enforcement Policy and the same procedures shall apply.

9.3.3 Processing Appeal.

If an owner files a timely appeal, the Board will proceed as provided in the Covenants and other governing documents of the Association, including the Covenant and Rule Enforcement Policy.

9.4 NOTICES.

Notices to owners will be given to the registered address as provided by the owner in accordance with the Covenants and other governing documents. Notices may also be given to any address specified in writing by the owner in the submittal to the DRC. Notices to the DRC or the Board may be given by the same methods to the address of the Management Company contained in any notice or to any current address that has been specified by the Board in a notice to the owners. Notices will be sent by U.S. Mail or commercial carriers (such as FedEx or UPS) and will be deemed given on the day of mailing or delivery to the carrier. Notices that may be served by delivery to the Property will be deemed given when physically delivered to the owner at the Property. Notices to an owner may also be given to an email address provided by an owner and will be deemed given when sent or transmitted; notices to the DRC may be given to an email address of the Association's management company, clearly identified as "Notice to the DRC of The Fairways at Pole Creek."

9.5 EXPIRATION OF DRC APPROVAL.

DRC approval of construction plans, landscape plans, revisions described in Section 8.6, or any other DRC approval given pursuant to these Guidelines shall automatically expire two years after the date of written approval if the work has not begun and progressed to completion on a normal schedule according to these Guidelines (subject to any extensions granted in writing by the DRC). The owner will be required to re-submit materials for approval, and obtain approval, prior to beginning to work after the expiration of an approval.

10 FIREWISE

We recommend following the guidelines in the State of Colorado Firewise program. Take these practical steps to increase the likelihood your home will survive a wildfire by addressing the home ignition zone, which is the home itself and the area around it. This will minimize the ability of your home to ignite during a wildfire, in part by reducing or eliminating nearby fuels. The home ignition zone requires regular, ongoing maintenance to be effective. Trees, grasses, and shrubs continue to grow, die and drop leaves each season and there are ongoing maintenance needs for any structures on your property.

10.1 Here are the latest recommendations:

10.1.1 Top Priorities for Structural Ignitability

10.1.2 Remove all leaves, needles and other debris from all decks, roofs and gutters.

10.1.3 Screen attic, roof, eaves and foundation vents with 1/8-inch metal mesh

10.1.4 Screen or wall-in stilt foundations and decks with 1/8-inch metal mesh

10.1.5 Use tempered glass for windows; two or more panes are recommended.

10.1.6 Create 6 inches of vertical clearance between the ground and home siding.

10.2 Top Priorities for Defensible Space

10.2.1 Mow grass and weeds to a height of 4 inches or less.

10.2.2 Rake and remove all pine needles and other flammable debris from a 5-foot radius around the foundation of your home and deck.

10.2.3 Treat or mow shrubs that re-sprout aggressively (such as Gambel oak) every 3-5 years or more depending on growth rates.

10.2.4 Remove branches that hang over the roof and chimney.

10.2.5 Avoid creating continuous areas of wood chips on the ground when chipping logs and/or slash. Break up the layer of wood chips by adding nonflammable material or allow for wide gaps of at least 3 feet between chip accumulations.

10.3 Address as needed, at least once a year:

10.3.1 Keep firewood stacked uphill from (or at the same elevation as) any structures and keep the woodpile at least 30 feet away from the home. Do not stack firewood between remaining trees, underneath the deck, or on the deck.

10.3.2 Remove flammable vegetation within 10 feet of woodpiles.

10.3.3 Remove flammable vegetation within 10 feet of all gas meters.

10.3.4 Maintain at least 10 feet between tree crowns and keep trees a minimum of 30 feet back from the edges of the house.

10.3.5 Remove any remaining ladder fuels, especially junipers, beneath trees after thinning.

10.3.6 Remove any shrubs that are within 10 feet of the outer edge of tree crowns.

10.3.7 Space shrubs at least two-and-a-half times their mature height apart, as measured from the edge of the shrubs.

10.3.8 Remove dead and downed trees as well and collect rubble in accordance with annual Association and/or County resources.

PART II: RULES AND REGULATIONS

1. RESIDENTIAL USE.

Properties shall be used only for single family residential use. Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Property rotates among participants in the program on a fixed or floating time schedule is prohibited.

No business or commercial enterprise shall be allowed to operate within the boundaries of the Properties, except for Home Occupations ("Home Occupation" shall mean any activity which is defined as a business and which requires the issuance of a business license pursuant to the ordinances, regulations or rules of Grand County, Colorado) as long as they provide adequate off-street parking and do not primarily engage in direct sale of goods or services on the premises (whether at retail or wholesale), and provided that the following additional conditions are observed or satisfied:

- A. All operations shall be conducted entirely within the dwelling unit, and/or accessory structure, except for childcare services, which are strictly prohibited.
- B. Any Home Occupation shall be conducted exclusively by the permanent residents of the dwelling unit.
- C. Home Occupation must clearly be a secondary use of the residence.
- D. There shall be no permanent evidence outside of the home, visible or audible, including signs, that a Home Occupation is being conducted therein; and
- E. There shall be no excess vehicular traffic, deliveries, or trash.

2. MAINTENANCE RESPONSIBILITY

Maintenance of all constructed improvements on a Property are the responsibility of the owner. The Association may periodically request information and or review the condition of a Property and the improvements on each Property, and may request in writing that the owner repair, or replace, or otherwise address any item that is damaged or condition of the Property that is not being properly maintained in accordance with the governing documents, including these Guidelines and Rules. Repairing and replacing may include staining, weed control, landscape maintenance, removal of dead and downed trees and any other items required to ensure the improvements remain in compliance with the Covenants and these Guidelines and Rules.

3. IRRIGATION. Given the persistent drought conditions, limiting the use of water for irrigation is everyone's responsibility. Once lawn, plantings and trees have been established; reduce the irrigation to the minimum levels to ensure survival. Annual water meter readings are required to ensure compliance with the maximum water usage in 3.2.1, which is 114,000 gallons per year.

4. NUISANCE. No noxious or offensive trade or activity shall be carried on upon any building site nor shall anything be done thereon which may be or become an annoyance or nuisance to any neighborhood or the users of the golf course.

5. ANIMALS. No animals or poultry of any kind other than house pets shall be kept or maintained on any part of a Property without the approval of the Board. No animals may be raised, bred or kept for any commercial purposes. House pets may be any domesticated animal that is normally kept with human habitation such as a dog, cat, bird, or other small mammal as well as non-poisonous reptiles. The number of pets in each household shall be maintained at a level where they are under complete control and care by the occupant and are of no nuisance from noise, odor, or trespass to any other portion of the Properties. Any complaint shall be brought before the Board and the Board shall have the right to limit the activity of such pets on any Property or prohibit them from continued habitation on the Property if further complaints occur. Animals within the Properties must be either kept on a leash being held by a person capable of controlling the animal, or under command control. Pets shall be allowed to accompany owners and their guests on trails when under leash or command control, but owners shall bear full responsibility

for animals. Each owner, and such owner's guests or tenants, shall have the duty and responsibility to clean up after an animal when on or off such owner's Property.

6. **VEHICLES, PARKING AND GARAGES.** No motorized vehicle whatsoever may be kept or placed upon any portion of the Properties except in an enclosed garage. Parking of commercial vehicles, recreational vehicles, mobile homes, boats or other watercraft, or other oversized vehicles, stored vehicles, unregistered vehicles, or inoperable vehicles, with or without wheels, in places other than enclosed garages is prohibited. This restriction shall not prohibit commercial or construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Properties. Garage doors are to be kept closed when the garage is not in active use.

No automobile or pickup or utility truck (van) with a capacity of one-half ton or less, may be parked outside of the parking spaces specified in the plans submitted to the DRC, except in an enclosed garage or other storage structure screened from Public View in a manner approved by the DRC.

7. **STORAGE.** No site shall be used for any type or kind of exterior storage of construction equipment or materials, except during construction. Such materials and equipment shall be expeditiously removed upon completion of the construction and in no case shall such external storage be permitted longer than two (2) years after a permit is issued or construction begins, whichever is earlier.

8. **USE OF COMMON AREAS.** Common Areas shall be used only for Pedestrian Purposes or for such other uses as may be permitted by the Board pursuant to its Rules and Regulations.

9. **UTILITIES.** All utilities, including but not limited to electricity, natural gas, telephone, and cable, shall be installed underground. In the event an owner does not properly remove and clean up any residual debris after construction or installation of any utility, the Board or the DRC will issue a violation and will be authorized to cause the cleanup to be done at the owner's expense and, if not timely paid, the Board may collect the unpaid sum in the same manner as a Specific Assessment.

10. **TRASH.** All rubbish and trash shall be removed from each Property, shall not be allowed to accumulate, and shall not be burned thereon. All equipment, service yards, above ground storage, trash containers and the like on any Property shall be screened by adequate planting or fencing to conceal them from Public View. All rubbish and trash shall be regularly removed and shall not be allowed to accumulate. In the case of a violation, the Association may go on the Property and remove such rubbish and trash, or cause it to be removed, and charge the owner all costs therefore as a Specific Assessment. Trash shall be stored in "bear-proof" containers. Individual trash receptacles shall be stored inside dwelling units or behind screening and out of Public View except on the day of trash pick-up.

11. **INDIVIDUAL SEWAGE DISPOSAL SYSTEM.**

The Owner of each Property upon which an Individual Sewage Disposal System is installed shall perform necessary maintenance and repair of the same (including pumping) when indicated by inspections, when required by the recommendations of the designer of each such Individual Sewage Disposal System, or otherwise when required by those applicable Colorado Department of Health maintenance and repair guidelines adopted by Grand County, Colorado from time to time.

Individual Sewage Disposal Systems shall be subject to annual inspection by the Association or its designee. The responsibility for maintenance shall include the responsibility for repair and replacement, as necessary.

12. **LANDSCAPING.** Maintenance of the plant material and other landscape related improvements on the site are the responsibility of the Owner. The Association will regularly review the condition of landscaped material on each Property and may request in writing that the owner replace any material that is dead, diseased or that is not being properly maintained. Removal is required to be completed within one year of notice and preferably before each year's end. The owner must request DRC approval of any replacement material, except that such approval is not required if the replacement material is consistent with the

approved landscape plan and these Guidelines Any such replacement material shall be installed not later than the year following the year the DRC request is made.

Owners must comply with the Grand County Noxious Weed Management Plan. Noxious Weed Guide: [noxiousweeds-of-grand-county-WEB_2022.pdf](#) ([middleparkcd.com](#)) available on the Grand County website) annually, each Owner is required to remove any fallen or dead trees from their Property. Fallen trees shall be removed not later than the first of December that occurs after they have fallen. Dead trees shall be felled and removed not later than the first of December after they have died.

Any tree cutting other than what is permitted pursuant to the Covenants, or the Guidelines will not be allowed except with the prior written approval of the (Association). Trees greater than 6 inches measured at a height of 24 inches may not be removed without approval of the DRC unless the tree is dead and lifeless. Several diseases that typically affect the health of trees will not constitute lifeless trees and must be approved for removal.

Trees cut to a length not exceeding 24 inches shall be considered firewood and must be neatly stacked to be deemed to meet the requirement of removal. Any decayed wood must be removed by the owner. Stacked firewood may not exceed the amount expected to be used within a 12-month period.

Annually, each Owner is required to remove any fallen or dead trees from their Property. Fallen trees shall be removed not later than the first of December that occurs after they have fallen. Dead trees shall be felled and removed not later than the first of December after they have died. Any tree cutting other than what is permitted pursuant to the Covenants, or the Guidelines will not be allowed except with the prior written approval of the (Association). Trees greater than 6 inches measured at a height of 18 inches from the ground may not be removed without approval of the DRC unless the tree is dead and lifeless. Several diseases that typically affect the health of trees will not constitute lifeless trees and must be approved for removal.

13. BUILDING ENVELOPE. Owners are required to keep the DRC informed of the status of any proposed changes to the building envelope that they may propose or intend to propose to the County.

14. RESTRICTED ACTIVITIES AND ACTIONS.

The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

14.1 Capturing, trapping, hunting or killing of wildlife within the Properties and the discharge of firearms, except in circumstances posing an imminent threat to the safety of persons using the Properties.

14.2 Any activity which materially disturbs or destroys the vegetation, wildlife, wetlands, or air quality within the Properties, or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

14.3 Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

14.4 Subdivision of a Property into two or more Properties after a subdivision plat which includes such Property has been approved and filed.

14.5 Conveying or encumbering less than the entirety of any Property after a subdivision plat including such Property has been approved and filed.

14.6 Conversion of any carport, garage, attic or other unfinished space, other than a basement, to finished space for use as an apartment or other integral part of the living area on any Property, or the construction of a guest house on any Property not approved for construction of a Guest House;

14.7 Any construction, erection, or placement of a thing, permanently or temporarily, on a Property whether such portion is improved or unimproved, unless approved by the DRC.

14.8 The use of the exterior portion of any Property for the storage of any materials related to any business or commercial use or enterprise.

14.9 The installation or display of signs of any kind except those required by law and those allowed by the Guidelines or the Covenants.

14.10 Burning, except with a valid burn permit issued by the governmental agency with jurisdiction and in burners approved by the Board or the DRC as to location, design, materials and construction. Burning is strictly prohibited except at such hours as may be established by the Board consistent with the burn permit. Is this current County practice?

14.11 Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying shall not be permitted upon or in any of the Properties. nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Properties.

These rules supplement the Covenants and are not a complete list of all requirements, restrictions or obligations impacting owners or their lots.

APPENDIX A SCHEDULE OF FINES

The Schedule of Fines is set forth in the Association
Covenant and Rule Enforcement Policy, as may be amended or
supplemented.

APPENDIX B
PRELIMINARY PLAN REVIEW APPLICATION
The Fairways at Pole Creek

Owner's Name:

Date submitted:

 Property number:
Address

Owner's Mailing Address:

Phone:

Email:

Architect / Designer:

Mailing Address:

Phone:

Email:

General Contractor / Builder:

Mailing Address:

Phone:

Email:

ATTACHMENTS:

Attach the completed Preliminary Plan Review Checklist and all items listed on the Preliminary Plan Review Checklist. Submittal application and all checklist items must be complete, accurate and included in order for the review process to commence. If the packet is incomplete, the owner will be notified, and an additional \$100.00 design submission fee will be required at the time of re-submittal for review.

OPTIONAL - AUTHORIZED REPRESENTATIVE:

Section 8.1 of the Design Review Guidelines permits the owner to authorize a person (or persons) to attend DRC meetings where the owner's plans are under review, and to speak on behalf of the owner. You may name a person or withdraw such authority at any time by written notice to the DRC. Do you want to authorize any such persons?

YES _____ NO _____

If yes, print the names of the authorized person(s) here:

I hereby acknowledge and agree that I have read and understand the requirements of the Design Review Guidelines and will adhere to these requirements.

Owner

Date

APPENDIX B (continued)
PRELIMINARY PLAN REVIEW CHECKLIST

The following checklist is supplied to help the owner and the design team prepare the submittal. Any additional information that would help to clarify or explain the submission should also be included. Please include this checklist with your submission. These requirements also are described in Section 8.

NON-DRAWING ITEMS:

- ☐ Completed Application form (appendix B)
- ☐ Design Review Fee payable to Fairways at Pole Creek DRC

SITE PLAN:

- ☐ Site plan depicting existing and proposed contours at 2-foot intervals
- ☐ All proposed improvements, including proposed building and access locations,
- ☐ All easements and setbacks, north arrow, neighboring Property numbers
- ☐ Proposed location of the well and location and size of septic system, showing minimum 100' separation.

FLOOR PLANS:

- ☐ North arrow
- ☐ Title block - owner's name, Property number, street address and date
- ☐ All exterior dimensions
- ☐ Door and window openings and locations
- ☐ Walls, porches, decks, balconies, and terraces with materials noted
- ☐ Livable floor area calculations (see section 3)

ELEVATIONS:

- ☐ Title block - owner's name, Property number, street address and date
- ☐ Elevation of each exterior view with notation of color scheme and finishes
- ☐ Door and window locations, material and color

APPENDIX C
FINAL PLAN REVIEW APPLICATION
The Fairways at Pole Creek

Owner's Name:

Date submitted:

Property number:

Property Address_____

Owner's Mailing Address:

Phone:

Email:

Architect / Designer:

Mailing Address:

Phone:

Email:

General Contractor / Builder:

Mailing Address:

Phone:

Email:

ATTACHMENTS:

Submittal application and all checklist items must be complete, accurate and included in order for the review process to commence. If the packet is incomplete, the owner will be notified and an additional \$100.00 design submission fee will be required at the time of re-submittal for review.

Has the Final Plan Review Checklist - see below - been completed, and submitted, with all of the materials listed on the checklist?

Have Property corners and building footprint been staked?

Have all trees to be removed been identified on the site plan and physically tagged on site?

Construction Fee and Deposit: check #

Landscape Fee and Deposit: check #

You may pay a deposit in lieu of submitting a plan for the following items:

Landscape Plan Deposit check #

Exterior Lighting Plan Deposit check #

Please make all checks payable to The Fairways at Pole Creek DRC.

Separate checks are not required. For details to submit fees by wire, contact the property management company.

APPENDIX C Final Plan Review Application
(continued)

OPTIONAL - AUTHORIZED REPRESENTATIVE:

Section 8 of the Design Review Guidelines permits the owner to authorize a person (or persons) to attend DRC meetings where the owner's plans are under review, and to speak on behalf of the owner. You may name a person or withdraw such authority at any time by written notice to the DRC. Do you want to authorize any such persons?

YES

NO

If yes, print the names of the authorized person(s) here:

I hereby acknowledge and agree that I have read and understand the requirements of the Design Review Guidelines and will adhere to these requirements.

Owner

Date

Architect/Designer

Date

General Contractor/Builder

Date

APPENDIX C (continued)

FINAL PLAN REVIEW

CHECKLIST

Please include this checklist with your submission. These requirements also are described in Section 8

- ☐ North arrow, neighboring Properties numbered
- ☐ Title block - owner's name, Property number, street address and date
- ☐ Building location
- ☐ Line of roof overhangs
- ☐ Property lines
- ☐ Setbacks and easements
- ☐ Property Size
- ☐ Existing Property contours at 2-foot contours
- ☐ Proposed finished contours, grading and surface drainage plan at 2-foot contours
- ☐ Location, slope and grading of finished driveway
- ☐ Existing natural site features, including all trees or tree lines
- ☐ All trees to be removed must be identified on the site plan as well as trees to remain and physically tagged on site for DRC approval.
- ☐ Outdoor mechanical equipment locations
- ☐ Location of antennas and/or satellite dishes
- ☐ Walks, decks, patios, retaining walls and parking areas
- ☐ Utility locations and meter locations
- ☐ Location of center of building envelope
- ☐ Final location and size of individual septic disposal system and well
- ☐ Final location and design of entrance sign (if applicable)
- ☐ All finished floor elevations noted
- ☐ Rock installation stated in Section 7.4 must be stated on the site plan and shown in cross-section on the site plan

FLOOR PLANS:

- ☐ North arrow
- ☐ Title block - owner's name, Property number, street address and date
- ☐ All exterior dimensions
- ☐ Door and window openings, locations and sizes
- ☐ Walls, porches, decks, balconies, and terraces with materials noted
- ☐ Exterior lighting plan with pictures and/or graphics illustrating design type of fixtures
- ☐ Livable floor area calculations
- ☐ Location of heating/cooling units or generators and method of concealment

ELEVATIONS:

- ☐ Title block - owner's name, Property number, street address and date
- ☐ Elevation of each exterior view (primary view to be rendered in color of exterior finishes)
- ☐ Door and window locations, material and color
- ☐ Roof material and slope
- ☐ Siding material, type and color
- ☐ Chimney material and height
- ☐ Chimney cap design, material and height
- ☐ Railings and stairs, material, type, color and dimensions
- ☐ Fascia and trim material, type and color

APPENDIX C (continued)
FINAL PLAN REVIEW CHECKLIST

- ☐ Deck materials, type and color
- ☐ Location of all exterior lighting
- ☐ Skylight type and color
- ☐ Highest point of ridge line or parapet or top of chimney cap
- ☐ Finished floor elevation
- ☐ Finished floor square footage, total finished and unfinished square footage
- ☐ Proposed and existing grade
- ☐ Garage door material and color
- ☐ All other materials, finishes, and colors
- ☐ Amount of stone used expressed in percentage of all exterior surfaces
- ☐ If applicable, amount of stucco used expressed in percentage of all exterior surfaces
- ☐ Specific window and door trim detail with materials noted

LANDSCAPE PLAN:

- ☐ North arrow
- ☐ Title block - owner's name, Property number, street address and date
- ☐ Building location
- ☐ Proposed roof overhangs
- ☐ Proposed finished grading plan depicting existing and proposed finished contours at 2-foot maximum
- ☐ Driveways, walks, terraces, patios, retaining walls and decks with materials listed
- ☐ Location, quantity and size of all plants, trees, sod, seeded areas, etc. including a planting legend showing size and number of trees and plants
- ☐ Location of irrigated areas; note that drop irrigation will be installed
- ☐ Location and design of meters, electric box, electric generators if any
- ☐ Description of re-vegetation and erosion control techniques
- ☐ Note that all junipers including stumps will be removed
- ☐ Landscape lighting plan of outside area lighting with pictures and/or graphics illustrating design and wattage
- ☐ Location and design of sign columns and/or gates (if applicable)
- ☐ Detailed design of driveway entrance landscaping, re-vegetation and erosion control techniques

FOOTING AND FOUNDATION PLAN:

- ☐ Footing and foundation plan

NON-DRAWING ITEMS:

- ☐ Completed Application Form (appendix C)
- ☐ Engineered individual septic disposal system, and soils report
- ☐ Photo of Color Board with physical samples of exterior materials and colors
- ☐ Construction Schedule, including dates for exterior completion and final completion
- ☐ Construction Fee and Deposit
- ☐ Landscape Fee and Deposit
- ☐ Landscape Plan Deposit (optional, in lieu of Landscape Plan)
- ☐ Exterior Lighting Plan Deposit (optional, in lieu of Exterior Lighting Plan)

APPENDIX D: FEES AND DEPOSITS

*The fees and deposits may be adjusted by the DRC. The following fees and/or deposits shall apply unless otherwise directed by the DRC in writing. Fees are not refundable and are based on estimated expenses that may be incurred by the Association related to the proposed project. A deposit is refundable unless otherwise noted on the chart. The deposit amounts may be used by the Association to perform the work or cover any expenses incurred by the Association in the event the Owner fails to correct any defects.

Fee/Deposit	Amount / when payable	Amount non- refundable	Amount refundable / when refundable
Design Review Fee:	\$300.00 Payable when materials are submitted for Preliminary Plan Review.	\$300.00	n/a. Payable for new construction only, not required for Remodel/Revisions/Improvements (see below).
Construction Fee and Deposit:	\$4,000.00 Payable when materials are submitted for Final Plan Review.	\$1,000.00 fee	Up to \$3,000.00 is refundable as follows: If satisfactory completion is within the eighteen (18) month construction period, \$3,000 will be refunded to the owner; and if satisfactory completion is after the eighteen (18) month Initial Construction Period, the refund will decrease by \$500. For this purpose, "satisfactory completion" means the date the DRC receives notification of completion from the owner, if in fact, after inspection, the DRC approves the construction as complete.

<p>Guesthouse Construction Fee and Deposit:</p>	<p>\$2,000.00</p> <p>Payable when materials are submitted for Final Plan Review</p>	<p>\$1,500.00 fee</p>	<p>Up to \$500.00 may be refundable as follows:</p> <p>If satisfactory completion is within the twelve (12) month construction period, \$500 will be refunded to the owner; and</p> <p>If satisfactory completion is after the twelve (12) month construction period, the refund will decrease by \$100 for each month or partial month until satisfactory completion up to \$500. For this purpose, “satisfactory completion” means the date the DRC receives notification of completion from the owner, if in fact, after inspection, the DRC approves the construction as complete.</p>
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Landscape Fee and Deposit:	\$5000.00 Payable when the landscape plan is submitted for Final Plan Review.	\$500.00	See Section 4.

Landscape Plan Deposit:	\$3,000.00 Payable when materials are submitted for Final Plan Review, if the landscape plan is not submitted with the Final Plan.	n/a	\$3,000.00 Refundable when final landscape plan is approved by the DRC.
Exterior Lighting Plan Deposit:	\$500.00 Payable when materials are submitted for Final Plan Review, if the exterior lighting plan is not submitted with the Final Plan.	n/a	\$500.00 Refundable when the final exterior lighting plan is approved by the DRC.
Alteration/Modification Fee:	\$500.00 Payable when materials are submitted for review for any item described in Section 8.6.	n/a	\$500.00 Refundable when the DRC has approved the completed project.