

## **RESOLUTION OF THE RASPBERRY MOUNTAIN RANCH PROPERTY OWNERS' ASSOCIATION, INC.**

### **ARCHITECTURAL STANDARDS POLICY**

**The Board of Directors of the Raspberry Mountain Ranch Property Owners' Association, Inc. (herein after known as the "Association") adopted the following Policies and Procedures pursuant to Colorado Revised Statute (C.R.S.) 38-33.3-302(3)(b) ad 38-35.7-102.**

**AUTHORITY:** In case of any conflict between the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws, and these listed "Policies and Procedures"; such provisions of the Articles, Declaration and Bylaws shall take precedence and supersede any provisions of these "Policies and Procedures".

In the event a Court of competent jurisdiction finds a provision of any of these Policies and Procedures void or otherwise unenforceable, the other provisions shall remain in full effect.

**EFFECTIVE DATE:** \_\_\_\_\_ May 31<sup>st</sup>, 2016 \_\_\_\_\_

**RESOLUTION:**           **Adoption of a policy and procedure to be followed regarding architectural review standards and procedures:**

**This Architectural Standards Policy is to create standards and procedures to be used in reviewing Raspberry Mountain Ranch Property Owners' architectural requests and provide recommended guidelines for the land management and design of structures to be built on the ranch. It is the intention of the Association to make this policy more advisory than restrictive in format.**

#### **1.0      Organization and Variance Procedure**

##### **1.1      Relationship to Protective Covenants, Amendments and Other Regulations**

The Architectural Standards are supplemental to restrictions and processes established in the Declaration of Covenants, Conditions and Restrictions for Raspberry Mountain Ranch recorded in the records of Huerfano County, Colorado. Property Owners are encouraged to review both documents.

1.1.1 While the RMRPOA Board of Directors on a case-by-case basis may consider deviations from these Architectural Standards, deviations from the Association's Declaration of Covenants, Conditions and Restrictions can only be granted by the RMRPOA Board of Directors via the Variance Process, as detailed in Section 1.2 below.

1.1.2 Variance applications shall be heard by the RMRPOA Board of Directors, then either granted or denied before entering into the RMR architectural review process. Please be mindful that variance requests will add time to the review process.

1.1.3 Compliance with the architectural review process is not a substitute for compliance with building permit requirements of Huerfano County, Colorado. Each Owner is responsible for obtaining all approvals, licenses and permits as may be required by Huerfano County, Colorado

and any special district or other entity providing services to the property prior to commencement of construction.

1.1.4 This Architectural Standards Policy may be altered, amended, revised or enlarged at any time by the Board of Directors of the Raspberry Mountain Ranch Property Owners Association. Written notice of any such change, amendment or revision shall be furnished to all Property Owners following the adoption thereof.

## 1.2 Variance Process

1.2.1 The Board of Directors may grant reasonable variances or adjustments from any conditions and restrictions imposed by the Declaration and this Architectural Standards Policy in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in the Declaration and this Architectural Standards Policy. Cost or inconvenience to the applicant of strict or literal compliance with a covenant shall not be a reason for granting a variance.

1.2.2 In no instance shall a variance request be considered in cases where the exterior improvement or modification has already commenced, without prior written approval from the Association.

## 1.3 Variance Application

The application for a variance shall be made on a form provided on the Association website, and shall accompany the application for the project, and shall contain the following information and materials:

1.3.1 A fee as set forth in the fee schedule;

1.3.2 A written statement concerning the applicant's reasons for requesting the variance and how these relate to the criteria established in the subsection to this section; and

1.3.2 All maps, drawings and materials required to make a decision.

## 1.4 Authority of Architectural Review Committee (ARC)

No improvements shall be commenced, constructed or erected upon any parcel, nor shall any exterior addition, change or alteration be made, until the plans and specifications have been submitted to and approved in writing by the ARC in the manner set forth in these guidelines.

## 2.0 Site Development

The Association hereby finds that all sites within the community be designed, arranged, and developed in a safe, efficient, and aesthetically pleasing manner.

### 2.1 Site Design

Every structure built within Raspberry Mountain Ranch shall be built within the designated setbacks on each parcel. A "Structure" shall be defined as anything to be constructed or formed, including, but not limited to, fences, buildings, driveways, walkways, decks, stairs, foundations, gazebos, slabs, or footers of any kind.

2.1.1 In the event that two or more parcels are combined; the parcels may be clustered with approval by the ARC.

2.1.2 Building designs should step buildings with the slope to minimize disturbance, grading and tree cutting for access and drainage. Site improvements should be designed to minimize cut and fill areas, particularly those areas most visible from off site.

## 2.2 Grading, Drainage and Erosion Control

2.2.1 Grading improvements shall blend into the natural topography. A smooth transition should be created where cut and fill slopes connect to the existing topography. Cut and fill should be feathered into the topography within the property boundary.

2.2.2 Grading large areas to create a flat "benched" building pad is strongly discouraged. It should be the goal of every project within Raspberry Mountain to design driveways and circulation systems that work with the existing topography. It is strongly encouraged that applicants design site configurations that result in comparatively less cut and fill needs for on-site vehicular circulation and building placement.

2.2.3 Cut and fill banks are to be designed and re-vegetated to avoid erosion and drainage on to the adjacent property.

2.2.4 Providing terraced retaining wall systems with landscape areas are encouraged instead of cut/fill areas for slope retention. Retaining walls made of natural materials such as rock, rock-faced concrete or timbers are preferred.

2.2.5 Retaining walls should be designed as an extension of the building or relate to the building form.

2.2.6 It is recommended that cut and fill slopes should not exceed a 3:1 slope without the use of a retaining wall and walls should not exceed six feet (6') in height.

2.2.7 Drainage patterns within the Parcel(s) may be modified to improve flow away from structures. Drainages should be directed towards existing natural drainages or drainage ways, but shall not drain on to another Owners' property.

## 2.3 Primary Dwelling

According to the Declaration of Covenants, Conditions and Restrictions, Article IIIa. No primary dwelling shall be built on the Property that is less than one thousand-five hundred (1500) square feet of living space; IIIb. No Mobile or Manufactured homes will be allowed. Plans and construction must be approved by the Huerfano County Building Department and conform to all current applicable codes as adopted by the State of Colorado and Huerfano County; IIIc. No structure or dwelling shall be built that exceeds two and one half (2-1/2) stories in height.

## 2.4 Accessory Structures

Detached accessory structures shall be allowed, subject to the following:

2.4.1 Accessory Dwelling: A residential unit located on the same parcel of land as the primary dwelling, which is secondary in size and use to the primary dwelling and meets the following criteria:

2.4.1.1 The total dwelling area of the unit is appropriate in size to the primary dwelling.

2.4.1.2 Legal title to the accessory dwelling and the primary dwelling is held in the same name, in perpetuity.

2.4.1.3 The ARC approves the dwelling.

2.4.2 Outbuildings, including but not limited to garages, barns, sheds, gazebos, greenhouses and pool houses shall be subject to the same architectural control as a dwelling structure, including approval by the Architectural Review Committee, and, where applicable, all buildings and structures should be constructed out of the same materials as the primary dwelling.

2.4.3 All other covenants and architectural standards shall apply.

## 2.5 Temporary Structures

2.5.1 Except as hereinafter provided, no structure of a temporary character, including but not limited to a house, garage, tent, shack or outbuilding shall be placed or constructed on any part of the property and no dwelling on any Parcel shall be occupied in any manner at any time prior to its being fully completed in accordance with the approved plan.

2.5.2 However, during the actual construction, alteration, repair or remodeling of a building on any Parcel, reasonable and necessary temporary buildings for storage of materials may be erected. Trailers or recreational vehicles for temporary living be maintained for the people doing the work. Such temporary storage buildings and living quarters shall be removed upon completion of the construction (obtaining a Certificate of Occupancy), alteration or remodeling.

2.5.3 A tent, recreation vehicle or travel trailer may be placed on the Parcel for not more than a period of ninety (90) days in a year for camping. Camping with these types of living quarters is unrelated and separate from the construction, alteration, or remodeling of a structure

## 2.6 Height Restrictions

All residential structures shall meet the Declaration of Covenants, Conditions and Restrictions, Article IIIc. No structure or dwelling shall be built that exceeds two and one half (2-1/2) stories in height.

## 2.7 Construction Management

2.7.1 The Owner shall make provisions to protect the areas of the site outside of the immediate construction area, including adjacent properties. This includes preventing damage to existing native grass areas and topography created by earthwork and stacking materials. This may also include construction fencing, as the Architectural Review Committee deems appropriate.

2.7.2 The Owner shall be responsible for the cost and repair for the damage of any other property within the community.

2.7.3 During all construction activity within Raspberry Mountain Ranch (unless exception is granted in writing), all building projects shall be required to provide a properly sized dumpster for the project as well as a portable toilet; both shall be stored at all times within the property lines.

2.7.4 All projects shall provide a staging/delivery plan for any construction materials that may need to be staged outside an Owner's property. In no instance shall the delivery, staging, craning, or storage of these building components be allowed on any Raspberry Mountain Ranch road without prior permission of the Association. This plan shall at a minimum include the following items:

2.7.4.1 Areas where the materials will be delivered to the site.

2.7.4.2 Location of the crane or any other equipment and/or machinery required in placing

these building components.

2.7.4.3 All disturbed areas associated with the staging of these building components are restored/re-vegetated prior to the consideration of the performance deposit refund.

2.7.4.4 Any other items as deemed necessary by the Association.

2.7.4.5 Violations will result in the complete forfeiture of the entirety of the Performance Deposit.

## 2.8 Utilities

According to the Declaration of Covenants, Conditions and Restrictions Article III.i Propane and other gas tanks shall be enclosed or concealed in a non-obtrusive and safe manner.

2.8.1 All utilities shall be installed underground or screened from view.

2.8.2 All electric, television, telephone line and gas line installations and connections from the Owner's property line to the residence shall be placed underground either following the access drive, or if otherwise placed, such disturbed areas shall be re-vegetated. All utility boxes shall be located to minimize their visual impact.

### 2.8.3 Wells and Septic Systems

Each Owner is responsible for design, approval, construction and maintenance of individual well and septic systems within the Owner's property and for compliance of such systems with the applicable county health standards.

## 2.9 Driveways

According to the Declaration of Covenants, Conditions and Restrictions, Article III.h: All driveways and roads created by Owners on Owner's Tracts must be constructed and maintained in such a manner to prevent damage and/or necessary repair to roads maintained by the Association. Said construction shall include placement of necessary culverts and adequate surfacing material covering the entire length, or a minimum of one hundred-fifty (150) feet, of such roads adjacent to the roads maintained by the Association, in order to prevent erosion or debris buildup of roads maintained by the Association. The Owner's driveway must intersect at the same grade as the road maintained by the Association in order to facilitate road maintenance and drainage. Any driveway construction must be approved by the Ranch Manager before installation.

2.9.1 It is recommended that driveways have an average of sixteen feet (16') in width in order to allow 33% of space for snow storage.

2.9.2 Acceptable surface materials include: asphalt, concrete, unit pavers, road base, gravel or cobbles. Unpaved driveways shall be constructed with a minimum of three (3) inches of aggregate road base for a distance of 150 feet from the ROW.

2.9.3 Driveway and approaches shall be constructed so that they shall not interfere with the drainage system of the roadway. The applicant will be required to pay for and install, at their own expense, drainage structures at entrances and exits that will become an integral part of the existing drainage system. The minimum size of the culvert installed parallel to the road will be 12" diameter.

2.9.4 No more than one residential approach shall be allowed on a parcel of property where there is less than one hundred (100) feet of property frontage.

2.9.5 Driveways that end at a private residence or structure larger than 600 square feet shall have a cul-de-sac loop design or a “Y” or “T” turnaround adequate to accommodate emergency service vehicles.

2.9.6 It is recommended that the maximum grade for driveways be no greater than 10% (10 feet of run for each foot of rise or fall in elevation). Driveways should have a flat area, not to exceed a 4% grade, in the last twenty (20) feet before the garage slab.

## 2.10 Fencing

According to the Declaration of Covenants, Conditions and Restrictions, Articles: III.e: No structure or any other improvement, including fencing, may be erected on any Tract within 50 feet from the centerline of Mountain Valley Road and any Raspberry Mountain Ranch road; III.f No structure or any other improvement, including fencing, may be erected within fifteen feet (15') from the side and rear boundary lines, to allow for non-vehicular, recreational easements; III.g Fences should be constructed in a manner, which conforms to the Department of Wildlife recommendations. (<http://wildlife.state.co.us/NR/rdonlyres/B0D65D61-6CB0-4746-94F1-6EE194E1C230/0/fencing.pdf>)

### 2.10.1 Grazing Lease:

Raspberry Mountain Ranch maintains a grazing lease as a means to preserve an agricultural exemption that offers its property Owners tax relief. Each spring through fall, cattle are brought in by a local rancher under contract to freely roam the property within the existing fenced boundaries. A Property Owner may “fence out” only about one acre of their parcel in order to comply with the Huerfano County agricultural exemption. Without a fence, the landowner has no civil recourse for damage done to their property by trespassing livestock. If you find any livestock other than those under the lease program, try to notify the Owner immediately. If you do not know who owns the livestock, contact the local brand inspector and the local sheriff's office. It is legal to take custody of livestock found trespassing on your property. Keep in mind that when you do so, you become legally responsible for their care and feeding. Refer to C.R.S. 35-46-102. You must notify your local brand inspector and the sheriff's office when livestock is held for trespass damage.

2.10.2 Fencing over 6 feet in height is not recommended. In applications where solid fences are desired, the “good side” must be facing “outside”. Utilizing plant life is encouraged for screening purposes.

2.10.3 No fence or gate shall be placed or erected within an easement without prior written permission from the easement holder.

2.10.4 Fence materials, color, scale, and texture should appear integrated into the overall design of the residence. Log and/or wood-framed fencing materials are strongly encouraged.

2.10.5 Chain link and barbed wire are not permitted. Wire mesh may be used in conjunction with log or wood fencing in order to enclose pets, but must be placed on the interior of the fence.

## 2.11 Signs

2.11.1 Except as hereinafter provided, no advertising or signs of any character shall be erected, placed, permitted, or maintained on any Parcel other than a name plate of the occupant and a

road number at least three inches (3") high and visible from the right of way for emergency purposes. Entry gates or name plates shall be no more than six (6) square feet and security system signs no larger than one (1) square foot and shall not be permitted within fifteen feet (15') from the edge of the road.

2.11.2 Real Estate signs, advertising the sale, rental, or lease of a designated structure or land area, are not permitted.

2.11.3 Temporary construction signs of no more than 6 square feet advertising the construction, remodeling or alteration of a certain structure are permitted to be installed thirty (30) days before construction begins and thirty (30) days after the final inspection. No sign shall be illuminated or placed within fifteen feet (15') from the edge of the road.

2.11.4 "No Hunting" signs on the external boundaries of the ranch are allowed. These signs are not allowed on any interior property boundaries.

2.11.5 According to Bylaws Article III.m (Pursuant to CRS 38-33.3-106.5)

Notwithstanding any provision in the Declaration, Bylaws, or Policies and Procedures of the Association to the contrary, the following may not be prohibited on an Owner's Property: (1) the display of the American Flag; (2) a military service flag; (3) a political sign forty-five days before and seven days after an election, limited to 36" x 48"; and (4) the parking of a motor vehicle required to be available as a condition of employment if all of the following criteria are met: (I) vehicle is less than 10,000 GVW; (II) Owner or occupant is a Member of a volunteer fire department or employed by a primary provider of firefighting, law enforcement, ambulance, or emergency medical services; (III) vehicle bears official emblem; and (IV) parking of said vehicle does not interfere with reasonable needs of other Members.

## 2.12 Exterior Lighting

2.12.1 No quartz, sodium or mercury vapor outdoor lights of more than 75 watts are permitted. No electric company light poles are permitted.

2.12.2 Spotlights must be properly shaded and must be aimed downward to protect the night skies.

2.12.3 Outdoor lighting shall not be allowed to remain on all night.

## 2.13 Service Areas

Service areas, garbage cans and trash storage areas should be screened from adjacent properties, roads and other public areas by fences, planting or other suitable means.

## 3.0 Landscape Architecture

### 3.1 Landscape Plan

A landscape plan is recommended, but not a requirement. Each Owner shall maintain their property in a healthy, attractive and well-maintained condition.

### 3.2 Landscape Plantings and Re-Vegetation

The placement of new plantings is encouraged to improve the general appearance of the community and enhance its aesthetic appeal; preserve the economic base; improve the quality of life; delineate and separate use areas; increase the safety, efficiency and aesthetics of use areas and open space; screen and enhance privacy; mitigate the adverse effects of climate; conserve energy; abate erosion and stabilize slopes; deaden sound; and preserve air and water

quality.

### 3.3 Xeriscaping (Pursuant to CRS 37-60-126)

3.3.1 The Association encourages Xeriscaping, using native plants and water that nature provides. It is encouraged that the landscaping materials utilized are those species that are appropriate for the correct zoned elevations and semi-arid climate found in the Cuchara Valley area.

3.3.2 It is encouraged that the landscaping materials utilized are those species that need little additional water to survive, or that the Owner(s) provide for an irrigation system that is based on the conservation of water. If water restrictions are mandated and then lifted, Owners should make “reasonable and practical” efforts to revive landscape materials.

3.3.3 The following fundamentals of Xeriscaping are suggested to be considered:

3.3.3.1 Design of the landscape project. This includes identifying micro-climates – areas surrounding the structure(s) which have different temperatures and sun exposure due to orientation, traffic patterns, drip lines from a roof, minimizing turf areas and organizing plants by their water requirements;

3.3.3.2 Soil improvements, including use of organic materials;

3.3.3.3 Use of mulch, such as wood chips or gravel, and weed barrier fabrics;

3.3.3.4 Proper irrigation practices and efficiency of automated and non-automated water systems;

3.3.3.5 Maintenance using organic materials to nurture the soil.

### 3.4 Noxious Weeds and Re-Vegetation

3.4.1 The Association maintains a Noxious Weed Policy and advises Property Owners to review that document to understand their responsibilities for weed control.

3.4.2 All disturbed ground surfaces shall be re-vegetated. Any ground which is disturbed by any construction activity shall as a minimum be re-contoured to a natural form, and shall be top-dressed with top soil, seeded with native grasses and/or wild flowers, properly watered and cared for until the seed has matured.

3.4.3 Irrigated lawns should be kept to a minimum to promote water conservation.

3.4.4 It is encouraged that curb stop devices or natural barriers including rock borders be utilized for parking areas adjacent to landscaping in those instances where the devices will not interfere with snow plowing operations.

### 3.5 Fire Mitigation and Removal of Landscape Material

According to the Declaration of Covenants, Conditions and Restrictions, Article III. L

The removal by an Owner of trees, shrubs, or other vegetation around a dwelling for fire mitigation is encouraged as long as such removal complies with a written defensible space plan created by the Colorado state forest service, an individual company certified by a local governmental entity to create such plan, or the local fire protection service, and is no more extensive than necessary.

3.5.1 The Association recommends that Owners establish a “defensible zone” separating any building from vegetation per the Colorado Forest Service recommendations:



([http://www.rockymountainwildlandfire.info/firewise/pubs/creating wildfire defensible zone s.pdf](http://www.rockymountainwildlandfire.info/firewise/pubs/creating_wildfire_defensible_zone_s.pdf))

3.5.2 No living tree with a diameter of six (6) inches or more measured four feet above the ground, nor any evergreen of three feet in height, shall, without approval of the ARC, be cut down, destroyed, moved or disfigured, and all existing trees and evergreens shall be protected during construction and preserved by proper wells and grading-

3.5.3 It is the responsibility of the Property Owner to remove dead or dying trees caused by pine or spruce beetles. These insects can rapidly destroy our forests and must be stopped when detected. Call the U.S. Forest Service if you notice trees dying.

## **4.0 Architecture**

### **4.1 Image**

The image in Raspberry Mountain Ranch should reflect traditional mountain or southwest style and blend in with the natural environment. Buildings are to be distinctive and have individual character with continuity in materials, roof form and color to collectively appear as a cohesive residential unit. Features of design include, but are not limited to: size, shape, scale, proportions, texture, pattern and color of materials, and architectural elements and details.

4.1.1 The Association hereby finds that excessive similarity, dissimilarity, or poor quality design of any building adversely affects the desirability of the-community as a whole, and by so doing impairs the benefits of existing property Owners and the stability and value of real property.

4.1.2 All proposed new improvement, alterations, or additions are strongly encouraged to be architecturally compatible with the general design criteria specified in these architectural standards.

### **4.2 Building Materials**

4.2.1 No plywood, paneling or plastic/vinyl siding will be allowed on any exterior walls or chimneys. Metal siding shall be permitted as long as it does not exceed 20% of the total amount of exterior siding. The Board of Directors shall decide whether or not the metal siding is appropriate and proportionate, and note so in their approval. (Variance required)

4.2.2 Inappropriate exterior building materials that are discouraged include, but are not limited to, untextured exposed concrete, untextured or unfinished unit masonry, highly reflective glass, reflective metal roofing and unpainted aluminum window frames.

### **4.3 Roof Design**

The roof is often times the largest visual element of a structure, and must be addressed accordingly with as much care as any other element of the design. The roofline of each home should form a comfortable interface with the community and with the mountain ridgeline. The exposed nature of Raspberry Mountain Ranch and the extensive elevation changes that exist between parcels creates a situation where roof structures will be a highly visible and a dominant element of the architecture.

#### **4.3.1 Roof Profile**

The roofs of all two-story structures should include single story elements. For both one and two-story residences, the roof profile should be irregular and varied. Whenever possible, roof

slopes should be pitched in directions which avoid shedding of snow or water onto uncovered steps, entry porches, decks or terraces, and the driveway surface immediately in front of garage doors. Building entrances should be inset or protected with roofs.

#### 4.3.2 Roof Materials

All buildings within a Parcel should have similar or coordinating roof material, color and style. Roof materials should be fire-resistant Class "A" fiberglass shingles as per ASTM E-108, or inorganic shingles, i.e., slate, concrete or formed composite similar to the look of wood shingles, or manufactured metal roofs. Rolled membrane roofing and wood shake shingles shall not be permitted. Class roofing is able *to withstand severe exposure to fire originating from sources outside the building*. Roofing should also meet the high wind standard of 63 mph for a period of two hours.

#### 4.3.3 Roof Color

Roof materials should be non-reflective (a.k.a. not shiny) and blend into the site's backdrop as much as possible. The color preference is rich earth tones. Buildings that are reflective can affect views, light, air, and solar radiation to other properties and can also disrupt site vistas.

#### 4.3.4 Roof Appurtenances

Accessory roofs are encouraged, such as dormers and covered entryways.

4.3.5 Door openings should be protected with roofs or inset for protection from wind and overhanging or drifting snow.

### 4.4 Garage Doors:

Garage doors should have additional structure to withstand strong winds.

### 4.5 Chimneys

4.5.1 Chimneys or flues constructed of metal should be enclosed with a material matching the exterior finish of the house. Exceptions being: Caps or flue extensions.

4.5.2 Chimney caps must have spark arrestor screens and wind directional vents are highly recommended due to our high wind velocities.

### 4.6 Structural Engineering

All foundation, framing and roof plans must be certified by a Professional Engineer or Architect licensed in the state of Colorado.

### 4.7 Energy Efficient Design

According to the Declaration Covenants, Conditions and Restrictions, Article III.k

Energy efficient design, including but not limited to, solar, wind, geothermal and photovoltaic systems, are encouraged as long as the design is integrated into the architectural form of the home and not treated as an afterthought or awkward appendage to the home or landscape per review and approval of the Architectural Review Committee.

4.7.1 Thermal and comfort strategies should not compromise the quality of architecture, but rather reinforce a sense of place. In situations where integration is not feasible, stand-alone systems shall be considered on a case-by-case basis.

## **5.0 Architectural Review Committee (ARC)**

According to the Declaration of Covenants, Conditions and Restrictions, Article III:

**DWELLINGS AND STRUCTURES:** No building, or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until a working set of blueprints with complete specifications for all structures shall have been submitted to and approved in writing by the Board of Directors of the Association and by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board. In the event said Board and its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with. Decisions concerning the approval or denial of an Owner's application for architectural or landscaping changes shall be made in accordance with standards and procedures set forth in the duly adopted Policies and Procedures or the Architectural Standards Policy and shall not be made arbitrarily or capriciously.

5.1 The Board of Directors shall act as the Architectural Review Committee, unless the Board delegates this duty to other Members of the community, in which case, the Board shall appoint such Members.

5.2 The Architectural Review Committee shall consider and act upon any and all plans and specifications submitted for its approval under the Declaration and this Architectural Standards Policy and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Review Committee.

5.3 The Architectural Review Committee shall consist of three (3) or more Members who shall serve a two-year term, and terms shall be staggered.

5.4 A quorum of the Committee shall be established in order to hold a meeting and conduct business. A majority vote of the Architectural Review Committee is required to approve a request for Final Plan Approval pursuant to this Policy. Decisions rendered at meetings where only two (2) Members are present must be unanimous.

5.5 An Owner may appeal the decision of the Architectural Review Committee to the Board of Directors if the Board is composed of different Members than the Architectural Review Committee, and, in such event, the decision of the Board shall be final.

## **6.0 Permanent Records**

The Architectural Review Committee and Board of Directors shall maintain written records and signed sets of plans of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection at reasonable hours of the business day.

## **7.0 Architectural Review Process**

This review procedure is an interactive process by design. Thus the Association has incorporated several mileposts from conception to completion to provide opportunities for the exchange of ideas and information between the Owners, his or her Architect or Designer, and the Committee or its Agent(s). Ongoing communication helps keep us all on the same page, so to speak, thereby reducing the potential for costly digressions in pursuit of an unacceptable

design solution.

#### 7.1 Two Step Review Process

The applicant shall submit to the RMRPOA Board of Directors and the Architectural Review Committee an Architectural Review Application which may be obtained from the Association's website at [www.rmrpoa.com](http://www.rmrpoa.com), along with supporting documents. All drawings must be of professional quality with sufficient design detail.

The Architectural Standards Review Process has two steps: Preliminary Plan Review and Final Plan Approval.

##### 7.1.1 Preliminary Plan Review

The Preliminary Plan Review addresses the conceptual design of the project and adherence to the Raspberry Mountain Ranch Architectural Standards. The review will address planned improvements, roof design, architectural character or expression, exterior materials, site conditions, grading, and drainage. Supporting documents include a site plan or plat and a drawing (sketch) of the building footprint and exterior elevations of all sides of the proposed building(s). Prepare and submit three copies of plans or a digitized format to the ARC along with the Preliminary Plan Review Checklist and a written statement summarizing setbacks and square footage of proposed construction and whether any variance requests will be made.

##### 7.1.2 Final Plan Approval

The Final Plan Approval includes the following steps:

7.1.2.1 Upon approval of the Preliminary Plan, the Owner/Architect shall prepare and submit two (2) copies of all necessary final plans and materials along with a completed Final Plan Approval Checklist and all required fees. The minimum final plan scale shall be  $\frac{1}{4}'' = 1'0''$ . The Association will retain one set of final plans stamped with ARC/BOD approval as a permanent record. One set stamped with ARC/BOD approval will be returned to the Owner(s). The ARC will notify the Owner in writing of the Final Plan Approval decision within thirty (30) days from the date of the application.

7.1.2.2 Upon issuance of written approval, the Owner may apply for a building permit and approval(s) from governing authorities.

7.1.2.3 After Final Plan Approval has been obtained, NO CHANGE FROM APPROVED PLANS shall be made without the review and written approval of the ARC and by the Board of Directors.

7.1.3 Steps one and two can be accomplished coincidentally if all the appropriate plans are available.

#### 7.2 Performance Deposit

7.2.1 A Performance Deposit is required from the Property Owner and from the General Contractor or, if an Owner/Builder, a Performance Deposit is required to be submitted with the Final Plan Approval. The check(s) will be deposited into a non-interest bearing account and refunded upon satisfactory completion of the project although subject to cost withdrawals for correcting construction violations after notification to the Owner and to the Contractor.

7.2.2 If after one (1) year following the date of the Final Plan Approval, the work is incomplete, the Owner(s) shall forfeit the Performance Deposit to the Association and the Association shall have the right, but not the obligation, upon 30 days notice to the Property Owner(s), to utilize the performance deposit and other Association funds, if necessary, to

complete such work and/or enforce the conditions by an action for specific performance, injunction, damages and/or any other remedy available at law or in equity.

7.2.3 In its sole discretion, the Association has the right to utilize such performance deposit for any purpose that will improve Raspberry Mountain Ranch, except for Association operation expenses.

### 7.3 Construction Schedule

You have eighteen months from the date of Final Plan Approval to complete the building project. If the project is not completed in this time, an extension maybe applied for and received in writing. Any changes made after original approval must also be approved and submitted in writing, prior to implementing them.

### 7.4 Re-Submittal of Plans

In the event of any disapproval of plans by the Board of Directors and/or the Architectural Review Committee of either preliminary or a final submittal, a resubmission of plans must follow the same procedure as an original submittal.

### 7.5 Pre-Construction Conference

Prior to commencing construction, the General Contractor shall meet with a representative of the Architectural Review Committee or Ranch Manager, on-site, to review construction procedures and coordinate their activities in Raspberry Mountain Ranch.

### 7.6 Subsequent Changes, Remodels, Additions

Additional construction or other improvements to a structure, or property, or changes during construction or after completion of an approved structure, including color modification, must be submitted to the Board of Directors and the Architectural Review Committee for approval prior to making such changes or additions. The review fee for any change, remodel, or addition will be correlated to the relative cost for duplicated review efforts. To receive a review of any change, a submittal must be made in writing outlining the intended improvement.

### 7.7 Minor Modifications

At times, there will be requests for minor modifications or additions to existing buildings or site improvements that will not warrant the full review process. The Board of Directors and Architectural Review Committee will determine minor modifications based on the magnitude, potential visibility and impact of the improvement. A building permit may be required for even seemingly minor modifications. It is important to check with the Building Department of Huerfano County, Colorado, prior to making any modification to existing buildings, interior or exterior.

### 7.8 Final Inspection

Prior to the issuance of the Performance Deposit refund, the Owner or General Contractor must first request a Final Inspection. The purpose of the inspection shall be to confirm that all construction and improvements have been completed in accordance with the approved plans, or to identify any deficiencies that must be corrected prior to the issuance of the Performance

Deposit. Upon completion of the improvements, the Association shall inspect the Property for compliance with the Conditions. If all improvements have been constructed in compliance with such Conditions, the Association shall issue a refund of the Performance Deposit.

#### **7.9 Extension**

The Property Owner may apply to the Association for an additional one (1) year extension.

#### **7.10 Liability**

There shall be no liability on the Members of the Architectural Review Committee (ARC), the RMRPOA Board of Directors, nor any authorized committee representative of the Association for the loss, damage or injury arising out of, or in any way connected with, the performance of the duties of the ARC, or to any Owner, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder. Neither the ARC nor the Board of Directors is responsible for passing on safety, whether structural or otherwise, on conformance with building codes or other governmental laws and regulations, nor shall any such Committee's approval of an improvement of property be deemed approval of such matters.

#### **7.11 Waivers**

The approval or consent of the Architectural Review Committee to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee as to any application or other matters whatsoever subsequently or additionally submitted for approval or consent hereunder.

### **8.0 Construction Hours**

Construction activity that is likely to generate noise and is audible beyond the property boundary, such as hammering, sawing, excavation work, and concrete or material deliveries, must be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, from 8 a.m. to 5 p.m. on Saturday, and from 9 a.m. to 3 p.m. on Sundays, or as may be further restricted by the Board of Directors from time to time.

### **9.0 Health and Safety Compliance**

All applicable statutes, ordinances, or rules pertaining to health and safety, including all applicable provisions of the Occupational Safety and Health Act (O.S.H.A), and restrictions pertaining to the handling or disposal of hazardous materials and toxic substances or waste must be observed and obeyed throughout the construction process.

### **10.0 Sanitary Facilities**

Each Owner or General Contractor shall be responsible for the provisions of adequate sanitary facilities for the use of jobsite personnel, throughout the active construction process. Each toilet must be emptied or exchanged as often as is necessary to prevent the attraction of insects or the generation of objectionable odors. All dumpsters are strictly for construction waste. If they contain food waste, a lock and electrifying device is required to prevent problems with bears. Under no circumstances shall the common dumpsters be used for any construction

debris generated from the construction site.

### **11.0 Hunting and Firearms**

Hunting of any kind or the possession or discharge of any type of firearms by construction personnel anywhere within Raspberry Mountain Ranch is prohibited.

### **12.0 Alcohol and Controlled Substances**

The consumption of alcoholic beverages or the use of any controlled substance by construction personnel within Raspberry Mountain Ranch is prohibited.

### **13.0 Pets**

No pets may be brought to or onto a construction site, except by the Property Owner, and any and all pets brought to the site by an Owner must be appropriately leashed or restrained.

### **14.0 Restoration of Property**

Upon the completion of construction, each Owner and his or her General Contractor shall clean the site and repair all property which has been damaged, including but not limited to reshaping and re-vegetation of disturbed grades, and the repair of roads, driveways, culverts, drainage ways, signs, lighting, and fencing.

In addition, each Owner and his or her General Contractor shall be held financially responsible for the cost of the site restoration or re-vegetation and refuse removal necessitated upon any adjacent or neighboring property as a result of trespass or negligence by their construction personnel, sub-contractors, or material suppliers.

### **15.0 Be a Good Neighbor!**

There is no question that the construction of each “next new residence” is disruptive to its surrounding community. By its very nature, building is a noisy, dusty, traffic-generating activity. We acknowledge that it is virtually impossible to eliminate all of the annoying aspects of construction; but we also know for a fact that the level of annoyance can be significantly reduced by the builder who maintains a respect and regard for the sensibilities of nearby residents. Remember that your fellow Owners should not have to forfeit their rights to enjoyment of Raspberry Mountain Ranch for the construction of your new home. When neighbors are treated with respect they will become more tolerant. Our Board of Directors and our Architectural Review Committee will receive fewer complaints, and your construction progresses to completion with fewer corrective interruptions. So, be a good neighbor, it’s best for us all!

**PRESIDENT’S CERTIFICATION:**        The undersigned, being the President of Raspberry Mountain Ranch Property Owners’ Association, Inc., a Colorado nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors, and after a 30 day review by the authorized voting Membership.

In witness thereof, the undersigned has subscribed his/her name.

**RASPBERRY MOUNTAIN RANCH PROPERTY OWNERS’ ASSOCIATION, INC.**  
A Colorado nonprofit corporation

*Jeffrey A. Hanks*

By: \_\_\_\_\_  
President

On the   31st   day of   May   in the year   2016  .