

CREEK RANCH

ARCHITECTURAL CONTROL GUIDELINES

**Adopted by the Creek Ranch Executive Board December 28, 2025
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Chapter 1: Purpose and Intent

The Association may, by the affirmative vote of a majority of the Executive Board, adopt and amend the architectural control guidelines consistent with and supplementing the provisions of the Covenants. A copy of the amended Guidelines will promptly be emailed to each Owner, and a copy of the amended guidelines will be accessible on the Creek Ranch Owner's website. Thereafter, all Owners and the Committee must comply with the guidelines until they are revoked or amended.

These Guidelines were developed in compliance with the Covenants and adopted for the benefit of all Owners at Creek Ranch. Referencing Section 2, Purpose and Intent, of the Covenants, it states Creek Ranch was created to be a low-density rural residential area of exceptional quality and desirability that incorporates and is compatible with ranching and agricultural activities, and lifestyles, wildlife preservation, preservation and protection of wetlands, preservation of the environment and the natural beauty of the Property to the greatest extent possible, and promotion of the health, welfare, benefit, and enjoyment of the Owners.

Following the intent of the Covenants, these Guidelines establish defined design and construction protocols regarding the development of Lots at Creek Ranch and are intended to:

- provide a comprehensive framework of procedural and design requirements for the mutual benefit of all Owners and residents;
- provide direction for architectural and landscape creativity without unduly restricting design freedom or development of Dwellings;
- preserve and protect the quality of life, amenities, and aesthetic and environmental values of residents including, without limitation, natural resources, architectural design, views, noise protection, and land values;
- provide for the orderly development of the Subdivision to achieve compatible architectural and landscape design;
- provide Owners with a single source to reference regarding the development of the Lots.

Chapter 2: The Architectural Control Committee

The Architectural Control Committee (the “Committee”) of the Association shall consist of three (3) Owners appointed by The Executive Board. The Executive Board may remove and replace any members of the Committee at any time. If a Committee has not been appointed, or if at any time there are not three (3) persons serving as the Committee, a member of the Executive Board shall act as a Committee member until new persons are appointed.

If an Owner seeking approval is a member of the Committee, they shall recuse themselves from participating in their approval process. The President of the Executive Board shall appoint a member of the Executive Board to act on behalf of the recused Committee member. If the Owner seeking approval is a member of the Committee and also the President of the Executive Board, they shall recuse themselves from participating in their approval process and the Vice President of the Executive Board shall appoint a member of the Executive Board to act on behalf of the recused Board President.

If a member of the Committee needs to recuse themselves from participating in the approval of plans, the President of the Executive Board shall appoint a member of the Executive Board to act on behalf of the recused Committee member.

Per the Covenants, Committee approvals shall be delivered to Owners in writing, and some may require signatures. All approvals granted by the Committee will be sent via electronic mail unless an Owner requests delivery by the USPS. Electronic mail shall be considered “in writing” and a digital signature shall be considered “signed”. Verbal approvals shall not be considered binding. No action may be taken by an Owner unless approval has been granted.

Members of the Committee must sign the Architectural Control Committee Member Agreement which appears in this document as Exhibit B, and under Documents on the Creek Ranch Owners website.

Chapter 3: Site Planning

3.01 Uses of Lots 1 through 39:

Each of Lots 1 through 39 within the Subdivision may be used and occupied for residential and agricultural purposes consistent with the provisions of the Covenants Section 3.01. Only one Dwelling, one Outbuilding, and one Accessory Structure may be constructed on each Lot. The Dwelling on a Lot may contain a Caretaker Unit or, if permitted under County law, the Outbuilding on a Lot may contain a Caretaker Unit if the Dwelling does not contain a Caretaker Unit. Not more than one Caretaker Unit may be constructed or occupied on a Lot.

The Dwelling and Outbuilding on a Lot (including an Accessory Structure, associated decks, porches, pergolas, and similar Structures) must be located wholly within the Building Envelope. The location of all Dwellings and Outbuildings, and Accessory Structures on Lots must be approved by the Committee. All uses of the Lot shall be in conformance with the Covenants and these Guidelines, and all zoning, subdivision, and other applicable laws, orders, ordinances, rules, and regulations of governments having jurisdiction or authority within the Subdivision.

3.02 Building Set Back, Building Envelopes; Relocation:

3.02.01. Building Setback: All Dwellings and Outbuildings shall be set back 50 feet or more from any Lot boundary line which adjoins another Lot unless a variance from such setback limitation is granted by the Committee and County. Lots are also subject to any setback requirements of the County. Except for habitat improvement projects, trails, and bridges, there shall be no disturbance, including no septic systems, within 50 feet of Trout Creek or Whetstone Creek.

3.02.02. The Building Envelope is the area within each Lot where it is permissible to build the Dwelling or an Outbuilding. Only one Dwelling and one Outbuilding may be constructed on each such Lot. Certain items such as the Septic Tank, Leach Field, wells, etc., need not be located within the Building Envelope.

Building Envelopes may be adjusted. The location of the boundary lines of all Building Envelopes is subject to relocation and adjustment by amendment of the Plat at the request of the Owner of the Lot, only with the joint written approval of the Executive Board of the Association, and Routt County.

3.03 Access and Drainage:

There shall be no interference with the established drainage patterns within the Subdivision except as approved by the Committee. Approval shall not be granted unless

provision is made for adequate alternate drainage. Each Owner shall be responsible for the preservation and maintenance of the established drainage pattern across such Owner's Lot. The "established drainage pattern" shall mean (i) the drainage pattern that exists at the time grading of any Lot is commenced or any alternative drainage pattern for such Lot shown on any plans approved by the Committee, and (ii) the established drainage patterns on boundary lines between Lots or the alternative drainage ways approved by the Committee resulting from construction and development on nearby Lots. Driveways or other vehicular access to any Lot shall not be constructed across any ditch or drainage channel unless a drainage culvert of a size and length approved by the Committee is installed. Fill or temporary stockpiles of excavated materials shall not be placed within 10 feet of natural drainage channels, and if temporary stockpiles are located within 20 feet of a natural drainage channel, a silt fence shall be constructed around the stockpiled materials.

3.04 Water Diversion:

Diversion of water from surface creeks, streams, springs or other channels, or through underground wells is expressly prohibited on Lots unless all Structures for such purpose have been approved by the Committee and a valid well permit has been obtained by the Owner from the State Water Engineer or a valid water right is adjudicated by a court of competent jurisdiction. **Note: Effective March 1, 2022, the Colorado Division of Water Resources designated the areas serviced by the Deerwood Water System (located in the Trout Creek basin) over-appropriated. This designation is considered permanent, therefore, well permits for domestic water use, or approval thereof, will not be granted. Owners may contact the Colorado Division of Water Resources and Deerwood Service Company for further information. In the event an Owner is granted a valid well permit by the state, the Owner must notify the Committee for final approval.**

3.05 Driveways:

All Driveways or other vehicular accesses and entrances to Lots shall connect with adjacent Ranch Roads only at the locations approved by the Committee. Driveways cannot be "roughed in", graded, or constructed in any way without Committee approval. Owners should plan for adequate snow storage areas to accommodate snow removed by snowplowing so as not to impair access for emergency vehicles.

3.06 Parking:

Each Dwelling must have available off-street parking sufficient for all occupants of the Dwelling and any Caretaker Unit. In reviewing and considering plans and specifications for Dwellings, the Committee shall encourage, and may in appropriate circumstances require, the construction of additional parking spaces. Details on Parking Provisions to which Owners must comply are detailed in the Rules and Regulations.

3.07 Storage Tanks, Utilities:

3.07.01. Storage Tanks: All storage tanks for water (excluding reasonably sized stock watering tanks) shall be buried underground or contained entirely within a Structure, except for such portions of piping that are required to be above ground for a buried tank. A chlorine contact chamber may be located above ground. All propane tanks shall be buried underground.

3.07.02. Utilities: Each Owner connecting to the Deerwood Water System shall install, at its expense, a meter vault, water meter, and valves in the location per the specifications of Deerwood Service Company. Each Dwelling shall connect with a sewage disposal system situated entirely within the Owner's Lot and approved by the County sanitarian, per the ordinances and regulations of the County. Pipes and lines for gas, sewer, electric, telephone, drainage, or other purposes and wires, antennae, and other facilities for the transmission or reception of audio or visual signals or electricity and utility meters or other utility facilities anywhere within the Subdivision shall be kept and maintained underground or attached to or within a Structure or otherwise appropriately screened from view, except for existing above-ground utility lines. Any connections to the existing above-ground utility lines shall be through the use of risers attached to poles, with lines buried underground at the base of the pole. All utility lines provided service to Lots from distribution lines shall be installed and maintained by the Owner of the Lot served by such utilities. Connections to utilities shall be made only with the consent of the utility in question and shall be subject to all applicable requirements and the payment of applicable charges. Utility connections, meters, meter boxes, vaults, valves, and similar facilities must be installed in locations allowing utility companies adequate access to such facilities. All costs of connecting, including costs for backfill, compaction, and repair of damage resulting from the connection shall be paid by the Owner of the Lot involved.

3.08 Deerwood Water System, Owner Service Lines:

3.08.01. Deerwood Water System: Each Owner shall be responsible for connecting to the Deerwood Water System to provide service from the Deerwood Water System service stub for such Owner's Lot to the Dwelling and Outbuildings including the cost of installing a meter vault, valves, and water meter per the specifications of Deerwood Service Company. Deerwood Service Company shall have the right to approve contractors used to make connections to the Deerwood Water System.

3.08.02. Owner Service Lines: In connection with the construction of a Dwelling on a Lot, each Owner shall construct a water meter pit and water meter with remote read-out and a separate curb valve connecting with the water trunk line, all at the location and per the specifications and requirements of Deerwood Service Company, and shall be maintained and repaired at the expense of the Lot Owner. Any Owner Service Line shall be located by the Lot Owner at a location approved by the Committee. Such Owner Service Line and the water meter pit, water meter and remote read-out, and curb valve

shall all be maintained and repaired by the Lot Owner. If the Owner fails to do so, the Association may maintain and repair such facilities and the cost of doing so shall be a special assessment against the Owner and the Owner's Lot. The consent of Deerwood Service Company must be obtained to install any Owner Service Line with a diameter larger than one (1) inch.

3.09 Horses and Dry Lots, Livestock Operations:

3.09.01. Horses and Dry Lots: A reasonable number of horses of Owners, tenants of Owners, and their family members may be stabled or kept for non-commercial purposes on such Owner's Lot(s). Horses shall be limited to that number that can reasonably be grazed on the Owner's Lot without destroying adequate ground cover. To prevent overgrazing of any Lot, horse owners are encouraged to fence a small portion of the Lot as a "dry lot" or "sacrifice area" in which horses will be confined and fed if the pasture portion is in danger of overgrazing. The location and size of the dry lot must be approved by the Committee. The Committee will take into consideration the visual impact of the size and location of the proposed dry lot as seen from adjacent Lots and Subdivision roads before approving.

3.09.02. Livestock Operations: Except for the raising of commercial livestock by the Association on the Common Property and except for horses which may be kept and maintained on Lots and Remainder Parcels as elsewhere herein provided, no animals shall be commercially raised, bred, or kept in quantity within the Subdivision. Horse boarding and training operations, commercial poultry, feedlot, and swine operations are prohibited. FFA or 4-H projects by minors of Owners are not considered the "commercial" raising of animals. The keeping of elk, llamas, alpacas, and other exotic livestock within the Subdivision is not permitted. Chickens and goats are permitted to be kept on a Lot according to the provisions outlined in the Creek Ranch Rules and Regulations.

3.10 Fences:

The location and design of exterior, interior, and temporary fences, excluding solid privacy fences*, on Lots must be approved by the Fence Committee. Please see the Creek Ranch website for contact information and requirements relating to fencing plans and submissions.

*Solid privacy fencing no more than 6 feet high around a hot tub is permitted, but must be approved by the Committee.

3.11 Signs:

Signs, billboards, or other advertising Structures of any kind are prohibited on Lots except for signs approved by the Committee for the identification of residences. One (1)

sign with a surface area not to exceed 1,000 square inches may be placed on each Lot advertising the sale of such Lot and any Structures without Committee approval.

3.12 Antennas and Satellite Dishes:

No exterior radio antenna, television antenna, satellite dish larger than three (3) feet in diameter, or other antenna of any type shall be erected or maintained on any Lot that can be seen from any other Dwelling in the Subdivision, without Committee approval.

3.13 Light and Sound, Solar Panels:

3.13.01. Light and Sound: No sound, odor, or light shall be emitted from any Lot or Structure which is noxious or offensive to others. All exterior lighting shall be designed to prevent lighting nuisance to other Lots and common areas within the Subdivision. All exterior lighting shall be directed downward and shall be shielded from direct view from adjacent properties. Street lighting shall not be permitted. No speakers, horns, whistles, radios, bells, or other sound devices, other than sound security devices used exclusively for security purposes, shall be located or used upon any Lot except with the approval of the Committee. Construction activities or the operation of equipment on Lots producing noise that may be heard on other Lots shall be ceased from noon on Saturday to 7 a.m. on the following Monday, and from 6 p.m. each night until 7 a.m. the following morning.

3.13.02. Solar Panels: The Colorado Common Interest Ownership Act (CCIOA) 2024 Revised Statute 38-33.3-106.7 prohibits an HOA from restricting an Owner from installing energy-efficient devices, such as solar panels, but it does allow reasonable aesthetic provisions to be implemented. Therefore, before installing solar panels, Owners must present plans to the Committee for approval.

3.14 Easements, Lot Maintenance:

3.14.01. Easements: The Subdivision is subject to various easements, and all such easements are perpetual. Please refer to Section 8 in the Covenants for complete details on all easements within the Subdivision. The following easements established within the Subdivision regarding Lots are:

- i. A perpetual 30-foot wide pedestrian, equestrian, and recreational access easement is located on the boundary between Lots 37 and 39 as indicated on the Plat, which easement benefits and is appurtenant to Lots 21, 37, 38, and 39. The boundary between Lots 37 and 39 is also a 30-foot wide underground utility easement (and access easement for such purposes) for the benefit of the Association, and the Water System Owner.

ii. A 15-foot wide pedestrian, equestrian, and recreational access easement is located westerly of the east boundary of Lot 14 as indicated on the Plat, which easement benefits and is appurtenant to Lot 15.

iii. The boundary between Lot 14 and Lot 16 is the centerline of a 30-foot wide underground utility easement (and access easement for such purposes) as shown on the Plat for the benefit of the Association, and the Water System Owner.

iv. A 30-foot wide vehicular, pedestrian, equestrian, and recreational access easement is located easterly of the west boundary of Lot 36 as indicated on the Plat for the benefit of the Association.

v. A 30-foot wide easement for the construction, installation, and maintenance of underground utilities (and access easement for such purposes) is located within Lot 1 as shown on the Plat for the benefit of the Association, and the Water System Owner.

3.14.02. Lot Maintenance:

Each Owner shall maintain such Owner's Lot and all Structures and landscaping thereon in a safe, clean, and attractive condition, free of trash, rubbish, dead plants, shrubs, and trees. Landscaping and vegetation shall be maintained in a healthy condition and shall be treated as necessary to prevent plant diseases.

Chapter 4: Architectural Design

These Guidelines have been developed to ensure that all structures at Creek Ranch are designed to preserve and enhance the natural beauty of the valley. A variety of architectural designs are welcome; however, Owners are encouraged to build homesteads that blend seamlessly with the mountain ranch setting. To achieve this, it is important to work with design professionals who have experience with designing in mountain environments. These Design Guidelines serve as a framework for owners to follow, ensuring that all structures at Creek Ranch harmonize with the natural surroundings while maintaining a cohesive rustic design theme.

4.01 Size/Square Footage:

Each Dwelling on a Lot shall have a minimum fully enclosed habitable square footage of 2,000 square feet (as measured by reference to exterior walls) devoted to living purposes, apportioned as follows:

4.01.01. The Main Level is considered the primary level of the Dwelling constructed on either a slab-on-grade foundation or above a foundation containing a basement, crawl space, daylight basement, or walkout basement. The Main Level must meet the following conditions:

- i. It must be at grade level and include the front door entry.
- ii. It must be a minimum of 1500 square feet.

4.01.02. Included Areas: Upper Level or Lower Level square footage shall be included in the 2000 square foot overall minimum, provided the following:

- i. Upper Level: During the review process, all allowable upper-level square footage shall be confirmed by an architect, builder, or design-build professional.
- ii. Lower Level: During the review process, all allowable walkout basement square footage criteria, including, but not limited to, exterior wall length and height relative to foundation walls, and the size and number of exterior doors and windows, shall be confirmed by an architect, builder, or design-build professional.

4.01.03. Excluded Areas: Areas that are excluded from the 2,000 square foot minimum, whether conditioned, finished, or unfinished:

- i. Garages and carports,

- ii. Outdoor areas such as porches, decks, balconies, terraces, and breezeways,
- iii. Traditional basements having exterior foundation walls at least 85% below grade,
- iv. Daylight basements (basements with a portion of the foundation partially exposed, and not containing an exterior door),
- v. Non-habitable areas such as crawl spaces, mechanical rooms, or attics.

4.02 Building Height and Massing:

Per the Covenants Section 12, Owners are encouraged to construct low-profile buildings to lessen the impact of the Structure on the landscape and to not create visual obstructions for other Lots. Most Lots within the Subdivision do not have height restrictions except those indicated in Routt County Ridgeline Regulations below. Since most Lots have different slopes and topography, Owners shall indicate the intended roof height of the Structure(s) during the Concept Plan submittal as described in the Design Review Section. Although Routt County has a maximum height limit of 40', the County defers to HOA covenants and guidelines. Therefore, the Committee may or may not approve a proposed structure height per the Covenants section 4, page 15, in italics below.

In addition, although there is no maximum square footage limit on Structures, the Committee shall use the same criteria as stated below in the approval of a Dwelling or Outbuilding.

In passing upon any plans and specifications submitted to it, the Committee may consider any factors it deems relevant, in its sole discretion, including the following (the inclusion of this listing does not preclude the Committee from considering other factors it deems relevant though not in this listing):

- i. The effect of any proposed Structure on the outlook and views from neighboring property.*
- ii. Whether the proposed Structure will maintain, insofar as feasible, the natural character of the land and whether the Structure will blend into the natural background rather than stand out against it.*
- iii. The suitability of the Structure and the materials of which it is to be constructed to the site upon the site it is to be located.*

- iv. *The nature of neighboring improvements and Structures as compared to the nature and design and materials of the proposed Structure.*
- v. *A Structure shall not be higher than two (2) stories above the Main Level, with the Main Level considered the first story, unless otherwise approved by the Committee.*
- vi. *Routt County Ridgeline Regulations: Any building permit application for a Dwelling or Outbuilding on Lots 12, 13, 14, 15, 16, 17, and 19 must include a certification by a Colorado licensed architect that the improvements on such Lot shall not project above the top of the ridge as seen from Routt County Roads 29 or 179. In lieu of such certification, building heights shall be limited to 25 feet on Lots 16, 17, and 19, and 27 feet on Lots 12, 13, 14, and 15.*

4.03 Caretaker Units:

A Caretaker Unit may not exceed the maximum permitted size of a secondary unit as established by County law. In the absence of such designation by County law, a Caretaker Unit may not exceed one thousand (1,000) square feet in area. Each Caretaker Unit shall comply with requirements, if any, of the County zoning or subdivision laws for Caretaker Units. Not more than one Caretaker Unit may be constructed on a Lot. Before submitting plans for approval, it is the Owner's responsibility to contact the Routt County Planning Department for current zoning laws.

4.04 Garages:

Each Dwelling shall have at all times a fully enclosed attached or detached garage of a size sufficient to accommodate at least two ordinary-size automobiles. The following provisions shall also apply:

- i. No permanent conversion of garage space shall be permitted unless there will remain or will be constructed, a fully enclosed attached or detached garage space sufficient to accommodate at least two ordinary size vehicles. Plans for the replacement garage must be approved by the Committee. Construction of the replacement garage must be completed before or at the same time as the existing garage space conversion.
- ii. No Dwelling or Outbuilding shall have more than 3 standard residential single car garage doors OR 1 standard double car residential garage door and 1 standard residential single car garage door in a row. One (1) oversized residential garage door, not to exceed 12' wide X 14' tall, is

permitted on a Dwelling, and two (2) oversized residential garage doors, not to exceed 12' wide X 14' tall are permitted on an Outbuilding.

- iii. For Dwellings with front-loading garages, it is recommended to implement designs that minimize their visual prominence as much as possible. On a Dwelling with 3 garages in a row, in order to break up the overall mass, the design should include setting back one of the garage bays to create a distinct, separate look.
- iv. Detached Garages are not permitted to be placed in front of the front façade of the Dwelling.

4.05 Exteriors: Walls, Roof and Flues, Elevations, Windows, Doors and Garage Doors, Decks and Balconies, Railings and Balusters:

The style and colors of all Dwellings and Outbuildings, including roofs and chimneys, shall harmonize with the natural surroundings, and Outbuildings on Lots must be design coordinated with the Dwelling on the Lot. The following provisions shall be applicable:

4.05.01. Exterior Walls: The exterior walls of each Dwelling and Outbuilding on a Lot shall be constructed of stucco, wood siding, cementitious siding, logs, or natural stone. Exposed concrete, or concrete block, whether painted or not, is prohibited. Concrete is only permitted to be visible at grade where the continuation of siding or rock is not feasible.

- i. Metal may be used on exterior walls as an accent design element subject to the following:
 - Metal siding cannot exceed 35% of the exterior wall square footage.
 - Prohibited materials: standing seam metal, reflective or glossy metal, unnatural colored metal.
 - The Committee may require actual product samples to be submitted prior to granting approval.

4.05.02. Roofs and Flues: All roofs shall be covered with high-quality asphalt shingles, tile, standing seam metal, weathered steel, or other materials approved by the Committee. Wooden roofing material is prohibited. The color of roofing materials must blend into the natural surroundings and have a matte finish. Reflective or glossy roofing material shall not be permitted on any Structure. The appearance of any flues, and the materials out of which they shall be constructed are subject to Committee approval.

4.05.03. Elevations: Three-fourths (3/4) of exterior elevations (north, south, east, and west) of Dwellings on Lots shall have at least one architectural break in the vertical plane. An architectural break is considered a break in the vertical plane of an elevation that consists of a building offset of a minimum of one (1) foot, or the inclusion of a canopy or roof element projecting a minimum of four (4) feet from the building. Windows or doors are not considered an architectural break.

4.05.04. Windows, Doors and Garage Doors: The appearance of any windows, doors and garage doors and the materials out of which they are to be constructed is subject to Committee approval.

- i. Windows: Colored, reflective, or mirrored glass is prohibited.
- ii. Doors and Garage Doors shall be made of wood, metal, glass, or any combination thereof. The use of colored, reflective, or mirrored glass is not permitted. The use of reflective metal is prohibited.

4.05.05. Decks and Balconies, Railings and Balusters:

- i. Decks and Balconies shall be constructed of wood or composite deck material.
- ii. Railings shall be constructed of wood, steel, or metal. The use of reflective metal is prohibited.
- iii. Balusters can be constructed of wood, metal, steel cable, or glass panels. The use of colored, reflective, or mirrored glass is prohibited.

4.06 Outbuildings: Design Coordination and Placement:

4.06.01. Design Coordination: When reviewing Outbuilding plans and specifications submitted for approval, the Committee shall consider the following use of design coordinated elements (the inclusion of this listing does not preclude the Committee from considering other factors it deems relevant, though not in this listing):

- similar roof design elements such as gables, cupolas, dormers, ridge vents, etc.,
- same or complementary roof materials and colors,
- similar exterior structural design elements such as knee braces, corbels, cross beams, etc.,
- same or complementary siding materials and colors,

- similar or complementary styles and colors of windows and doors,
- similar or complementary exterior wall elevations.

4.06.02. An Outbuilding is not permitted to be placed in front of the front façade of the Dwelling.

4.07 Accessory Structures:

An Accessory Structure is a one-story detached building used as a tool and storage shed, playhouse, greenhouse, chicken coop, and similar uses. The floor area cannot be greater than 120 square feet, cannot contain any water, sanitary, or gas connections, and only has electrical lights or outlets installed with no permanent service panel installed. An Accessory Structure is not considered an Outbuilding and, therefore is allowed to be constructed on a Lot in addition to a Dwelling and an Outbuilding. An Accessory Structure must be placed within the Building Envelope. Only 1 (one) accessory structure is allowed per Lot, except in the event a Lot contains only a Dwelling, 2 Accessory Structures can be constructed, but the second structure is then considered an Outbuilding. Owners must submit plans showing the structure, materials, colors, and placement on the Building Envelope. Accessory Structures must be design coordinated with the Dwelling and, if applicable, the Outbuilding. Committee approval is required.

4.08 Modulars, Log, Timber Frame, Post & Beam:

Modular construction refers to the assembly of factory-built sections (modules) at the construction site. Within the Subdivision, modular homes, pre-fabricated homes, and component homes are not permitted, regardless of their architectural style or the exterior materials used. However, handcrafted custom log homes, milled log homes, timber frame homes, and post-and-beam construction, which may involve some off-site fabrication, are not classified as modular or pre-fabricated and are therefore permitted. Additionally, the use of Structural Insulated Panels (commonly known as “SIPs”) is allowed.

Chapter 5: Landscaping

5.01 Overview:

The landscape design for each lot at Creek Ranch is of great significance. The curb appeal of each residence impacts the overall property values in the community; therefore, owners are required to landscape the area immediately surrounding their Dwelling, particularly areas visible from Creek Ranch roads and neighboring building envelopes. The landscape design should ideally harmonize with the natural features of the land and enhance the overall aesthetic of the home.

The Committee acknowledges that landscape plans will vary according to individual preferences. As such, there are no specific requirements regarding lawn areas, the planting of trees or shrubs, or the installation of hardscapes. Generally, the landscape design should create an outdoor space that is aesthetically pleasing and functional. Committee recommendations are listed below.

(Note: Owners are not required to landscape around an Outbuilding; however, the Committee may request some form of landscaping depending on the location and intended use of the Outbuilding. Notably, if the Outbuilding serves as a detached garage—required in the absence of an attached garage to the Dwelling—it must be landscaped to establish a cohesive visual relationship with the Dwelling.)

Recommendations:

- It is best to consult with a landscape design professional for advice on creating a comprehensive landscape plan, with water conservation as the top priority.
- Growing conditions in Northwest Colorado present many challenges and make establishing a healthy landscape difficult. Therefore, the use of native plant species is recommended.
- Design landscape improvements that incorporate principles of Xeriscaping to minimize water use.
- Consider protecting trees and shrubs from damage due to wildlife.
- Create a “defensible space” in the landscape design. (In the context of fire control, a defensible space is a maintained and designed area around a structure that helps reduce fire danger.)

5.02 Provisions:

5.02.01. The landscaping plan for any Lot, including the location and type of all major trees, shrubs, and other plantings and landscape features, including underground irrigation, must be approved by the Committee. Areas within a Lot disturbed by construction activity shall be landscaped no later than the end of the next full growing season after completion of construction.

5.02.02. Existing native vegetation over 4 inches in diameter (measured 2 feet above the ground) should be preserved to the extent reasonably possible.

5.02.03. Owners of Lots along Trout Creek are encouraged to plant native species, such as chokecherry, serviceberry, hawthorn, woods rose, buckwheat, flax, lupine, globe mallow, bluebunch wheatgrass, Sherman Big Bluegrass, and Idaho fescue to replace lost grouse habitat. Owners of Lots along the east side of Trout Creek will comply with the recommendations made by the Colorado State Forester and the Wildfire Protection in the Wildland Urban Interface (WUI).

5.02.04. Owners are obligated to control the spread of noxious weeds into adjoining properties and to comply with the Colorado Noxious Weed Act, the Routt County Weed Management Plan, and the recommendations of the Routt County Weed Advisory Board.

5.02.05. Owners must contact the Committee before making significant design changes to previously approved plans or existing landscaping, as the Committee may require a new landscape plan submission. Replacement planting of previously approved trees or shrubs shall not require approval.

5.02.06. Brush-hogging, mowing, and/or herbicide spraying to suppress weeds and brush, and encourage the growth of grass and wildflowers, shall not require Committee approval.

5.02.07. Surface scars, cut and filled slopes, and all other excavated or graded areas shall be filled with topsoil and replanted with vegetative cover, re-seeded, or otherwise landscaped to prevent erosion and settling. Vegetation outside of lawn areas shall approximate native plant material affected by the excavation or grading and shall be installed no later than the next planting season following the end of construction. Due to the challenges of successful revegetation, Owners are encouraged to contact a landscape professional for assistance in developing a revegetation plan. **Irrigation, temporary or otherwise, of areas outside of the approved landscape plan is prohibited.**

5.03 Plan Submission:

Owners must submit a landscape plan in conjunction with their Final construction plans. The Committee recognizes that landscaping can be a work in progress, therefore, Owners can submit a single plan or one indicating different phases of landscape installation. If significant design changes are made to an installation phase, the Owner shall submit revised plans to the Committee for approval. The landscape plan shall include:

- i. A site plan showing the Lot, the Building Envelope, any proposed or existing Structure, the location and type of all major trees, shrubs, and other plantings, and landscape features such as plant beds, hardscape areas, berms, and retaining walls. (Some retaining walls may require a building permit. Owners must contact the Routt County Planning Department regarding size restrictions, etc.
- ii. If underground irrigation is being installed, Owners must submit a separate irrigation plan. Refer to Irrigation (Item 5.04) below for details.

5.04 Irrigation:

Owners must comply with irrigation limits indicated in the Deerwood Service Agreement the owner signed at closing. Owners who purchased a Lot without having to sign a service agreement at closing are grandfathered into the DSC Service Agreement dated 7-2013, which is presented in its entirety on Exhibit C. Owners must also comply with email notifications regarding irrigation limits put in place from time to time by Deerwood Service Company or as stated on their website, www.deerwoodservice.com. The use of irrigation systems installed or approved before July 2025 is grandfathered into the 4,000 SF limit as stated in the original Covenants, but owners must adhere to current irrigation provisions stated in the Guidelines. **Note: For irrigation systems designed after July 2025, spray irrigation is permitted on lawn areas only. Spray irrigation on shrubs, perennials, annuals, or other plantings is prohibited.** The irrigation plan must be designed by a landscape professional and include the following:

- i. The approximate location of all spray heads and the total square footage of areas to be irrigated.
- ii. The approximate location of all plants to be irrigated with drip nozzles. Note: Drip tubing is not to exceed 1/4" diameter.

Recommendations:

- Once established, lawn areas and other plantings should be watered every other day.

- Owners should be familiar with their irrigation control system so adjustments can be made depending on weather conditions and DSC water use updates.
- An unusual increase in your water bill could indicate a leak in your irrigation system. Please contact your landscaper for an inspection of your system.

Chapter 6: Design Review

6.01 Overview:

The Design Review process has been established to ensure that all structures built at Creek Ranch adhere to the purpose and intent outlined in the Covenants. To uphold this integrity, the following provisions and factors will be considered during each design review.

6.01.01. Provisions:

- i. No Structure of any kind shall be erected, constructed, or placed, upon any Lot unless the plans, elevations, and specifications for such Structure, including landscaping and the proposed location of such Structure are approved by the Committee. Any changes or alterations after approval to the exterior of any Structure must be approved by the Committee. All plans and specifications must be prepared according to the requirements of this Section.
- ii. No Lot may be graded, cleared, changed, or altered in any way unless in full compliance with the plans and specifications for the development of the Lot that have been approved by the Committee.
- iii. All Structures on Lots shall be erected, constructed, and placed on the Lot only in full compliance with the approved plans and specifications. No material changes or deviations from the approved plans and specifications shall be made without Committee approval.
- iv. All approvals shall be posted on the Creek Ranch Owner's website on the Architectural Control Committee page within 5 business days.
- v. The Dwelling on each lot shall be constructed before, or simultaneously with, the construction of an Outbuilding.
- vi. Per the Covenants, the Architectural Control Guidelines may establish categories of Structures that may be installed without prior approval of the Committee. If the Committee finds reason to establish such categories, the Executive Board must approve the categories and amend the current Guidelines. In any event, such Structure shall remain subject to all other provisions of the Covenants and the Guidelines.

6.01.02. Approval Criteria: In passing any plans and specifications submitted to it, the Committee may consider any factors it deems relevant, in its sole discretion, including the following (the inclusion of this listing does not preclude the Committee from considering other factors it deems relevant though not in this listing):

- i. The purposes, limitations, and provisions of the Covenants, any architectural control guidelines adopted by the Executive Board, and applicable law;
- ii. Suitability of the Structure and the materials of which it is to be constructed to the site upon which it is to be located;
- iii. The nature of neighboring improvements and Structures as compared to the nature and design and materials of the proposed Structure;
- iv. The quality and safety of the materials to be used in any proposed Structure, the quality of materials and design must be premier and first-class, with discriminating taste, complementing the natural setting in which the materials are to be used;
- v. The effect of any proposed Structure on the outlook and views from neighboring property;
- vi. The health, welfare, and protection of the Owners of Lots;
- vii. Whether the Structure will be so similar or so dissimilar to others in the vicinity that monetary or aesthetic values may be impaired; and
- viii. Whether the proposed Structure will maintain, insofar as feasible, the natural character of the land and whether the Structure will blend into the natural background rather than stand out against it.

6.02 Review Process:

During the review and approval process, the Committee may require the expertise of an independent architect, residential design engineer, builder, general contractor or landscape architect (Committee Advisor) to assist in reviewing plans and specifications, and/or attend on-site site plans meetings. Before the commencement of the Design Review, a \$2000.00 deposit must be paid and upon notification from the Committee Chairman, the Treasurer of the Association will invoice the Owner. All deposits are due payable upon receipt. The Committee Chairman will notify the Owner if and when a Committee Advisor will be contacted and why. Any unused portion of the deposit will be returned to the Owner within thirty days of final approval of the plans.

Note: All design review meetings shall be with the Owner, or Owner's representative and the Committee, and Committee Advisor, if necessary. Teleconferences shall be set up by the Committee Chairman. The site plan review shall be an on-site meeting at the Lot. Please refer to Staking in Step 2, below for more details.

6.02.01. Concept Review: The purpose of the Concept Review meeting is for the Committee and the Owner to discuss the Owner's design concepts and plans for the development of the Lot, and review the Guidelines to ensure the approval process proceeds as smoothly and quickly as possible. In this review, many questions can be answered before the design phase so that the Owners will not have unduly borne architectural expenses prior to the approval or disapproval of the anticipated Structures. It is recommended that the Owner's architect attends the review. Before the Concept Review, the Owner must email the members of the Committee electronic files of the following to be discussed:

- General structural designs, and architectural design styles
- General mass of the Structure(s) including height
- Intended exterior materials and colors
- A site plan indicating the proposed location and approximate footprint of the Structure(s) or any future Structure, as well as the approximate location of water, septic, electricity, driveway, etc.

During the meeting, the Committee will provide the Owner with general feedback on the design concepts and plans for the development of the Lot. The Committee Chairman will email the owner a recap of their findings within 5 business days. Areas of concern identified by the Committee in the teleconference shall be addressed by the Owner before the Initial Plans Review.

6.02.02. Staking and Initial Plans:

a. Staking: The Lot must be staked by a licensed surveyor indicating the boundaries of the Building Envelope and the footprint of the Structure(s). Once this is done and a site plan has been created, the Owner shall notify the Committee, and the Committee Chairman will schedule a mandatory on-site site plan meeting with the Owner, the Owner's representative or Architect, and at least one Committee member or the Committee Advisor. Before the meeting, the Owner shall provide the Committee with an electronic file of the Site Plan and also bring a paper copy to the meeting.

Note: The site plan meeting is open to attendance to all owners, and the Committee Chairman will notify the Association of the meeting via email within 10 business days of the meeting. Any concerns with the location of the Structure(s) must be brought forth by

an owner in attendance. Attending owners must email the Committee Chairman and the President of the Executive Board within 2 business days after the meeting regarding concerns of visual impairment due to Structure location, mass or height for objections to be considered. Within 5 business days of the meeting, the Committee will provide the Lot Owner with an approval or disapproval of the location of the Structure(s), and post the approval on the Architectural Control Committee page of the Creek Ranch Owner's website. The Lot Owner has 5 business days to appeal a disapproval. Owners who submitted an email with concerns, per the conditions stated above, have 5 business days to appeal an approval. Please refer to the Appeals Process (Item 6.06) below.

b. Initial Plan: The Owner must supply each Committee member with an electronic file of the Initial Plan, which must include reasonably accurate architectural drawings, including specifications of Structure mass and height, exterior elevations, exterior materials and colors, and interior square footage of each level, both habitable and non-habitable.

The Committee Chairman will notify the Owner via email within 30 days of the Initial Plans submission of the approval, disapproval, or approval with conditions regarding moving on to the Final Plans Submission.

6.02.03. Final Plans: For the review of Final Plans, the Owner must furnish each Committee member with an electronic file of a complete set of design plans and general specifications for the proposed Structure at a scale of not less than 1/4" = 1', including, in the case of Dwellings and Outbuildings, the following:

- a. Structures:
 - i. Front, side, and rear elevations with the material types and colors indicated,
 - ii. General floor plans and square foot totals for each level,
 - iii. A full-color rendering showing all elevations of the Structure(s) detailing all exterior materials and colors,
 - iv. A Materials and Color Plan listing all materials and colors with corresponding accurate visuals. Note: The Committee may require actual product samples to be submitted. If so required, the Owner must send a manufacturer's product sample to each member of the Committee. The Owner must contact each member of the Committee to confirm the shipping address.,
 - v. Any changes or modifications determined and required by the Committee during the approval of the Initial Plans.

b. Site Plan: The site plan shall include the following information:

- i. 2' contour intervals,
- ii. Location of major vegetation and landscaping features, including trees and shrubs to be retained or removed,
- iii. Location of major rock outcroppings.
- iv. Location of existing Deerwood Water System trunk lines, service stub, facilities, and easements within or adjoining the Lot,
- v. Building setback lines,
- vi. Approximate location of proposed and existing utility lines, appurtenances and easements, and wastewater disposal facilities for the Dwellings. Effective 6/15/09, all site plans for Lots accessed or bordered by Rainbow Ridge (Lots 32, 31, 30, 29, 23, 17, 13, 12, 11, 10, 19, and 20) must include the location of the Deerwood Service Company (DSC) communication cable and the site plan must clearly state: "CABLE MUST BE LOCATED AND MARKED BEFORE DIGGING". Owners have the option to have either their excavator or DSC locate the cable. The Owner is responsible for costs associated with locating the cable, and cost of repairs if their excavator damages the cable. Please contact Deerwood Service Company at 970-846-4137 for assistance.
- vii. Approximate grading plan of the entire area to be affected by the construction, including spot elevations in critical drainage areas,
- viii. Approximate location of driveway, parking areas, and Structures,
- ix. Building Envelope for the Lot, or proposed relocation of such Building Envelope,
- x. Approximate location of the Septic Tank and Leach Field,
- xi. Approximate location of the buried fuel tank. If a fuel tank is not used, a note so stating shall accompany the plans.

Note: The above criteria for review of Final Plans is what is required for Committee review only. It is recommended that Owners and their architect and/or builder are familiar with current building and fire district codes in advance of submitting final plans. Owners are responsible for complying with all applicable building codes and fire district codes in place at the time of submission of plans.

c. Landscape Plan: The Final Plan submission must include a Landscape Plan. The Committee realizes that landscaping can be a work in progress and that some decisions cannot accurately be made until the completion of construction. Therefore, an Initial Landscape Plan will be accepted for approval. After the final plans have been approved, any subsequent changes to the Initial Landscape Plan must be submitted for approval. Owners must adhere to the Landscape Guidelines Section 5.

6.03 Decision of the Committee, Construction and Landscaping Deposits:

6.03.01. Decision of the Committee:

a. Decision: Approval, disapproval, or approval with conditions of plans and specifications by the Committee shall be in writing, signed by a majority of the Committee, and delivered to the Owner via email within 30 days of Final Plans submission. No plans or specifications shall be deemed approved unless such approval has been made in writing.

b. Changes to Plans: During construction, an Owner or their builder may want to make changes to approved plans. Any major structural or architectural design, materials, or color changes must be submitted to the Committee for approval. Any changes or modifications to plans or specifications requested by the Committee must be completed, and revised plans and specifications must be submitted and approved by the Committee before the commencement of construction.

c. Approval by Default: If the Committee does not approve, disapprove, or approve with conditions, the plans and specifications within thirty (30) days after submission of the Final Plans and specifications, such plans and specifications shall be deemed approved without conditions.

d. Expiration of Approval: Once Final Plans are approved, if construction has not started within three (3) years of the approval, the approval shall be revoked and the Owner must start a new approval process under the most current Guidelines.

6.03.02. Construction and Landscaping Deposit: To ensure the completion of construction and landscaping, once the Committee has granted Final Plans approval, Owners must pay a \$4000.00 deposit. The construction deposit portion is \$3000.00, and the landscape deposit portion is \$1000.00. Construction cannot begin until the deposit is received. Upon notification from the Committee Chairman, the Treasurer of the Association will invoice the Owner. All deposits are due payable upon receipt. Upon completion of construction, an Owner must email the Committee clear and accurate photos of each side of the Structure. Upon completion of landscaping, an Owner must email the Committee clear and accurate photos of each area of landscaping submitted in

the landscape plan. Deposits will be refunded within 30 days after said completion verification by the Committee.

6.04 Construction and Landscaping Completion, Construction Without Approval:

6.04.01 Completion of Construction: Construction of Structures approved by the Committee shall proceed diligently to completion. Construction of each Structure must be completed within eighteen (18) months following commencement unless such period is extended by the Committee. If construction is delayed, Owners must contact the Committee to request an extension of the deadline for completion. The maximum allowed extension shall be 6 months, with completion of construction not to exceed 24 months. Failure to complete construction within the above time frame or the approved extension will cause forfeiture of the deposit. If construction continues beyond 24 months, the Committee may assess fines. Please refer to the Fines section in the Responsible Governance Policies document on the Creek Ranch Owner's website.

If the construction of any Structure is determined by the Committee and the Executive Board to have been abandoned, the President of the Executive Board shall engage legal counsel on behalf of the Association to require an Owner to restore and revegetate areas disturbed during construction.

6.04.02. Completion of Landscaping: Areas within a Lot disturbed by construction activity shall be landscaped no later than the end of the next full growing season after completion of construction. Failure to complete landscaping within the above time frame will cause forfeiture of the deposit.

6.04.03. Construction Without Approval: Construction without approval is prohibited (soil engineering is exempted). Upon written notice from the Committee to cease construction, and construction has stopped, the Owner has 30 days to begin the Design Review Process. Upon completion of the Design Review Process, if Final Plans are not approved by the Committee, the Owner must return the Lot to the state it existed prior to the commencement of work.

6.05 Noncompliance Fines and Legal Recourse:

The violations listed below may result in fines, liens, or require legal action. Please refer to the Responsible Governance document on the Creek Ranch Owner's website for details.

- Construction exceeds 24 months
- Construction without approval
- Construction abandoned

6.06 Appeals, Precedent:

The decision of the Committee to approve, disapprove, or approve with conditions, any plans and specifications submitted to it according to this section, may be appealed to the Executive Board of the Association by written notice. Upon receipt of notice of appeal, the decision of the Committee shall be considered final unless reversed within thirty (30) days by the affirmative vote of a majority of all of the members of the Executive Board.

After an appeal specific to the location or mass of a Structure has been submitted to the Executive Board the following conditions apply:

6.06.01. If the Committee does not approve the location or mass of a Structure as submitted by the Lot Owner and the Lot Owner appeals, the Executive Board shall review the case. If the Executive Board rules in favor of the Lot Owner and overturns the Committee's decision, the Lot Owner can proceed with the approval process based on their original plans.

6.06.02. In the event that a neighboring Lot Owner submits an appeal to the Executive Board, per the criteria listed in Section C, item 2(a) above, stating the location or mass of a proposed Structure may cause visual impairment, the Executive Board will review the case. If the Executive Board rules in favor of the neighboring Lot Owner, they will ask the Committee to consult with a Committee Advisor to explore reasonable solutions.

The recommendations made by the Committee and its Advisor will be presented to the Lot Owner. Once acknowledged by the Lot owner, and the changes completed, the Lot must be re-staked by a licensed surveyor to indicate the revised footprint and location of the Structure.

The Lot Owner must then notify the Committee Chairman. A member of the Committee or its Advisor will conduct an on-site review. If the requirements have been met according to the specifications determined by the Committee and the Committee Advisor, the Lot Owner can proceed with the approval process.

If the Structure's location or mass is not revised to meet the specified requirements, the plans will not be approved. Furthermore, if the Lot Owner does not submit compliant plans within 30 days of the Executive Board's decision, they will not be able to proceed with the approval process until full compliance is achieved. The Lot Owner is responsible for all costs incurred to modify their plans.

It shall be noted that the approval or disapproval of plans and specifications shall not be deemed a precedent requiring the Committee to approve or disapprove, as applicable, any subsequently filed plans and specifications identical or similar to those

first approved or disapproved. Each set of plans and specifications is deemed unique, and the decisions of the Committee on any such plans and specifications shall not bind the Committee to any course of conduct in the future which is not a part of the plans and specifications and Lot to which the prior decision was related.

6.07 Liability of Committee:

No review or approval by the Committee of plans, specifications, or other matters shall constitute an express or implied warranty of any nature as to the plans, specifications, or other matter in question, including whether such plans and specifications are complete or correct or whether any Structure to be built is properly designed or engineered or satisfies the requirements of applicable law. No member of the Committee shall have any liability whatsoever for failure or refusal to approve plans, specifications, or other matters, provided such person acts in good faith.

Chapter 7: Maintenance, Improvements, Additions, and Non-compliance:

7.01 Maintenance: Staining, Painting, Roof Repair:

As stated in section 3.03.07 of the Covenants, *Each Owner shall maintain such Owner's Lot and all Structures and landscaping thereon in a safe, clean and attractive condition, free of trash, rubbish, dead plants, shrubs and trees. Landscaping shall be maintained in a healthy condition and shall be treated as necessary to prevent plant diseases.*

The regular maintenance of the exterior of Structures does not require Committee approval. The Committee realizes original material choices may not be available at the time maintenance is required, therefore, only significant changes in stain, paint or roof color or materials shall require approval.

7.02 Improvements: Replacement of Windows, Roofs, Siding:

Replacement of windows, roof material or siding using the same style and color or similar material does not require Committee approval. Significant changes in window design, roof materials or siding materials, including color, shall require Committee approval.

7.03 Additions: Rooms, Decks & Balconies, Patios, Pergolas, etc.:

Any and all additions to, or alterations of, the exterior of a Structure requires Committee approval.

7.04 Non-compliance: Owners must maintain their Lots, Structures, and landscaping. If neglect occurs, the Executive Board will take corrective action under the Responsible Governance policies.

Appendix A

8.01 Guideline Definitions

Attached: For an exterior addition to be approved as “attached”, the proposed addition and the Dwelling must share a common wall. If the addition does not share a common wall, it shall be considered a detached Outbuilding, therefore becoming the second allowed Structure within the Building Envelope. Incidental accessory features such as trellises, decks, patios, halls, breezeways, sheds or other such structures, whether open-sided or enclosed, with the principal purpose of connecting two otherwise independent structures shall not be considered to “attach” the two structures and convert them into a single Structure.

Breezeway: An open-sided roofed or fully enclosed narrow passageway specifically designed and intended to connect two Structures.

Building Envelope: The area within each Lot in which it is permissible to build the Dwelling, Outbuilding, or Accessory Structure. Certain items such as the Septic Tank, Leach Field, wells, etc., need not be located within the Building Envelope.

Caretaker Unit: A portion of a Dwelling or Outbuilding designed to be occupied as self-contained living quarters separate from the remainder of the Structure. A Caretaker Unit may not exceed the maximum permitted size of a secondary unit in the designated zone of the Subdivision as established by County law. In the absence of such designation of maximum size by County law, a Caretaker Unit on a Lot may not exceed one thousand (1,000) square feet. Each Caretaker Unit shall comply with requirements, if any, of the County zoning or subdivision laws for caretaker units or secondary units. Owners who wish to have a Caretaker Unit must first contact the Routt County Planning Department to obtain the current regulations. Additionally, they must provide the Committee with a copy of these regulations. If permitted by the county, only one Caretaker Unit may be established on a single Lot.

Committee Advisor: An independent architect, residential design engineer, builder, general contractor or landscape architect hired by the Committee, if necessary, to assist in reviewing plans and specifications, and/or attend on-site site plans meetings. (Note: Please refer to Chapter 6 Design Review, Section C Review Process for further information.)

Conditioned Area: A conditioned area typically refers to spaces that are either heated or cooled. In the context of the square footage requirements outlined in these Guidelines, a "conditioned" area does not necessarily render the space habitable; for instance, a garage is a common example.

Dwelling: A single building constructed for residential purposes and occupied by one family as a single-family residence, or a single building constructed for residential purposes and containing a Caretaker Unit. (Note: Please refer to the definition of Caretaker Unit.) The Caretaker Unit cannot be occupied by more than one family as a residential unit.

Floor Plan: A to-scale, top-down diagram of a building that illustrates the lengths of exterior walls and the interior layout of rooms, walls, doors, and windows for each level, including the garage. The floor plans must clearly indicate habitable and non-habitable areas and include area calculations for each section.

Leach field: The field used to dispose of the liquid waste output of a Septic Tank whether by evaporative transpiration, leaching into surrounding soils, or by other means.

Loafing Shed: A small, three sided structure intended to protect horses from harsh or extremes of weather. If the loafing shed is greater than 120 square feet or is not attached to an Outbuilding, it shall count as a second Structure. A loafing shed must be located within the Building Envelope.

Outbuilding: A barn, garage, storage building, shed or similar Structure not attached to a Dwelling on a Lot. (Refer to above definition of "Attached

Plans: Drawings that show the Elevations, Floor Plans, and Roof Plans of a Dwelling or Outbuilding.

Septic Tank: A holding and biological processing tank for the sanitary waste from the Dwelling or from an Outbuilding.

Site Plan: A scale drawing showing the exact boundaries of the Lot and the Building Envelope, the footprint and location of all existing and proposed Structures, setbacks, major outcroppings and contour intervals (two foot minimum).

Structure: A Dwelling, building, Outbuilding, driveway, common or private drive, parking area, fence, improvement, wall, foundation, walkway, gazebo, patio, deck, pool, landscaping, utility line, well, ditch, pond, dam, appurtenance or other fixture, structure or improvement affixed and situated on a Lot with the intent that it remain indefinitely.

Appendix B

8.02 Architectural Control Committee Member Agreement

As a member of the Committee appointed by the Executive Board on _____, I, _____, acknowledge and accept the following conditions under which I will act as a member of the Committee.

- 1) I will familiarize myself with Covenants and Guidelines and will review the Guidelines before every review.
- 2) Due to the time-sensitive nature of plans reviews and approvals, I understand the importance of responding to emails promptly. Unless I have notified the Committee chair of any upcoming unavailability, I will make every effort to respond to all emails within 3 business days of receipt. Repeated failure to do so will cause my removal from the Committee.
- 3) If personal obligations arise that will cause a delay in a pending or active review of plans by the Committee, I will promptly notify the Committee Chairman and ask to be recused from that approval.
- 4) I will perform my duties as a member of the Committee without any bias, and if I have a conflict of interest, I will recuse myself.
- 5) The Committee Chairman will keep the Executive Board President apprised of Committee projects or approvals before the board meeting agenda is published. If there is no activity to report, an email stating this will suffice. The President of the Executive Board will mention that in the meeting, and the Secretary will record it for the minutes. If there is activity to report, the Committee Chairman must attend each Board Meeting and give an update on construction approvals, pending or active construction, and any other Committee activity. If the Chairman is unavailable, another member of the Committee must act on the Chairman's behalf.
- 6) As a Committee member, I may be asked to attend on-site meetings at an Owner's Lot, and to the best of my ability, I will make myself available.
- 7) Per the Covenants Section 4, I understand that as a member of the Committee, I shall not have any liability whatsoever for failure or refusal to approve plans, specifications, or other matters, provided I have acted in good faith.
- 8) If I find I do not have time to devote to the Committee, I will notify the Chairman and the President of the Executive Board that I need to be replaced.

Owner's Name

Signature

Date

Accepted by:

Executive Board President

Signature

Date

Appendix C

8.03 Water Service Agreement

Revised 7-2013

DEERWOOD SERVICE COMPANY, LLC
Water Service Agreement
Deerwood Ranches, Creek Ranch, Wilkerson Subdivision

THIS AGREEMENT is made and entered into on the dates specified below between DEERWOOD SERVICE COMPANY, LLC, a Colorado limited liability company ("DSC") whose address is P.O. 881546, Steamboat Springs, CO., 80488 and the undersigned ("Customer") whose billing address is set forth below. This Agreement is applicable only to the service location designated below.

RECITALS

DSC owns the permits, structures and equipment for a private system (the "Water System") to pump water from the wells designated as DP Well No.3 and DP Well No.4 in Routt County, Colorado (the "Wells") and to treat, store and distribute water for domestic and other purposes. Customer owns certain water rights ("Customer's Water Right") for water that may be pumped from the Wells, and desires to use such water for domestic and related purposes at the service location. DSC is willing to pump water from Customer's Water Right and make such water available for Customer's use in the Water System on the terms and conditions set forth in this Agreement. Customer and DSC agree as follows:

1.0 Connection to Water System.

1.1 DSC shall not charge Customer a connection or tap-in fee to connect to the Water System for the service contemplated by this Agreement. In the event the service location is subdivided, or if DSC agrees to provide service in addition to the service contemplated by this Agreement, DSC may require a separate agreement and/ or a separate connection to the Water System for which a connection or tap-in fee may be charged.

1.2 To connect to the Water System, Customer must install an approved pressure-reducing valve, water meter and associated equipment in an underground vault at the service stubb designated for Customer's property within DSC easements. Customer shall be responsible for arranging connection to the Water System through a contractor approved by DSC and all work involved in the connection shall be performed by the approved contractor. All connections must be in accordance with DSC specifications, and the diameter of Customer's connection to the Water System must be approved by DSC in writing. DSC shall have no obligation

to approve connections larger than one (I) inch in diameter. Customer shall pay all costs of making connection to the Water System and installing and maintaining all necessary valves, meters, vaults, pipelines and other equipment to provide service from the Water System to improvements at the service location. DSC may require that Customer provide a damage deposit prior to connecting to the Water System , which deposit may be used by DSC to repair any damage resulting from Customer's connection. The unused portion of the damage deposit will be refunded within 30 days after Service Company's final inspection and approval of the connection.

1.3 Customer shall be solely responsible for installation and maintenance of any incidental equipment needed to provide service to the service location. All incidental equipment must be approved by DSC in advance. Service to altitudes above 7,110 feet may require auxiliary pumps and other facilities.

2.0 Service

2.1 Service pursuant to this Agreement shall not commence until Customer is properly connected to the Water System, all components of the Water System necessary to provide service to the service location have been completed and conveyed to Service Company, and DSC has been granted any necessary easements to operate and maintain the Water System to the service location. DSC has no obligation to install or construct components of the Water System necessary to provide service to the service location. After connection, DSC will pump, treat and distribute water available from Customer's Water Right in the Water System. Service is subject to the availability of water in the Wells from Customer's Water Right. DSC shall be entitled to utilize Customer's Water Right to provide water for the Water System.

2.2 Water service shall be limited to domestic use (including watering of animals) for one single-family residence, one Routt County approved secondary unit, and related structures at the service location and the irrigation of not more than 4,000 square feet for Creek Ranch, 10,000 square feet for Deerwood Ranches, and 4,000 square feet for the Wilkerson Subdivision of landscaped area. This Agreement does not entitle Customer to service for other purposes, including service for parcels that may be subdivided out of the service location. Any such additional service may be provided by separate agreement.

3.0 Rates

3.1 After commencement of service Customer agrees to pay DSC for water service in accordance with the rate schedule specified by the DSC Rates are subject to modification by resolution of the Board of Managers of the DSC from time to time. The DSC may monitor metered usage and may establish metered rates at its discretion. In establishing rates for water service, DSC shall take into consideration rates then charged for similar water service by comparable public or private water service providers operating in Routt County selected by Service Company. Comparable service providers may include , without limitation, the City of Steamboat

Springs, the Town of Hayden, the Town of Oak Creek, the Town of Yampa, Mt. Werner Water and Sanitation District, Steamboat II Water and Sanitation District, Morrison Creek Water and Sanitation District, Timbers Preserve, Dakota Ridge or Tree Haus.

3.2 Bills for service shall be paid to Deerwood Service Company, P.O. Box 881546, Steamboat Springs, CO., 80488 by the tenth day following the billing date. The initial billing period shall start upon connection to the Water System.

4.0 Termination of Service

4.1 Customer may terminate service at any time by written notice to Service Company, effective as of the end of the then current billing period or such other date as Customer and DSC may agree. In the event of termination of service by Customer, DSC may require Customer disconnection from Water System at Customer's expense.

4.2 DSC may immediately terminate all service to the service location if any portion of the service is used for unauthorized purposes. In addition, DSC may terminate service if Customer fails to pay any amount owing or continues any other violation of this Agreement after ten days written notice. Termination notices shall be given and received on delivery to the service location or on mailing to Customer's billing address. Termination of service is in addition to all other remedies. After termination of service, DSC may disconnect the service location from the Water System at Customer's expense. DSC may require an advance deposit or other assurance of performance as a condition to resumption of service.

4.3 During any period service is terminated or suspended without disconnection from the Water System, Customer shall pay Service Company's minimum usage charge to maintain the availability of water service.

5.0 Adjudication of Customer's Water Right and Related Matters

5.1 Customer's Water Right consists of an undivided 1/39th interest in the water rights that are the subject of the decree entered in Case No. 99CW13 for Creek Ranch; an undivided 1/24 interest in the water rights that are the subject of the decree entered in Case No. 94CW93 for Deerwood Ranches and an undivided 1/4 interest in the water rights that are the subject of the decree entered in Case No. 01CW81 for Wilkerson Subdivision (the "Decree") in the Routt County District Court, Water Division 6, State of Colorado (the "Water Court") and confirmed by subsequent decrees finding reasonable diligence for conditional water rights and making a portion of the water rights absolute.

5.2 Customer acknowledges that, within six years from the date of the Water Court's most recent decree finding reasonable diligence in pursuing the conditional water rights applicable to Customer's Water Right, an application must be filed to either cause the decree of

Customer's Water Right to be made absolute or extend the period during which the conditional status of the Water Right may continue. If such action is not completed within the six-year period, Customer's Water Right will be subject to termination.

5.3 Customer hereby appoints DSC as Customer's agent and attorney-in-fact, with full power of substitution, to take any action on Customer's behalf that DSC deems appropriate for purposes of obtaining the absolute adjudication of Customer's Water Right. Such appointment of DSC as Customer's agent and attorney-in-fact is irrevocable and coupled with an interest, and shall not be affected by any disability of the Customer. The authority of DSC to act as Customer's agent and attorney-in-fact pursuant to this paragraph shall continue until termination of this Agreement.

5.4 Promptly after Customer connects to the Water System and establishes a beneficial use of Customer's Water Right, in whole or in part, Customer shall notify the Company and the Customer's Water Right will be included in any subsequent application by the Company for a decree of the Water Court adjudicating Customer's Water Right, as well as all portions of the water rights decreed to the Wells that have been put to beneficial use, as absolute, and seeking a finding of due diligence for any portion of the water rights decreed to the Wells that remains conditional.

5.5 Customer acknowledges that DSC or its successors shall retain ownership of all of the water rights decreed to the Wells not previously conveyed to other customers, other than Customer's Water Right, and that DSC may make such water rights available to others and may utilize such water rights in any manner, subject to all applicable decrees of the Water Court or relevant statutes. As a material inducement for Service Company's undertakings pursuant to this Agreement, Customer agrees that it will not contest or protest Service Company's efforts to utilize its retained water rights for such purposes.

6.0 Miscellaneous

6.1 Customer understands that DSC is not a public utility or water company. Service Company's obligation is limited to using reasonable diligence to pump water attributable to Customer's Water Right from DSC wells, treat such water in accordance with applicable standards of the Colorado Department of Health, and distribute such water through the Water System. DSC shall not be responsible for interruptions or reductions in service due to emergencies, water shortages, unavailability of water from Customer's Water Right or other factors beyond Service Company's reasonable control or due to system shutdowns for maintenance or repairs or required by order of court or governmental agencies. In no event shall DSC be liable for special, indirect, incidental or consequential damages resulting from shortages of supply, service interruptions or other causes.

6.2 Customer acknowledges that DSC approval of a plan for augmentation of the Wells in Case No. 05CW23, Routt County District Court, Water Division No. 6 (the

“Augmentation Plan”). The Augmentation Plan is intended to allow the DSC to continue to divert water from the Wells during times of drought or water shortage. to terms and conditions that limit total pumping, outdoor use, and lawn irrigation from the Wells, and that place a priority upon domestic indoor use. Customer agrees to comply with, and to cooperate with DSC to comply with, any and all terms and conditions included in the final decree entered in Case NO. 05CW23. Customer’s use of Customer’s Water Right in a manner that is not in compliance with the terms and conditions of the decree in Case No. 05CW23 will result in Customer’s forfeiture of its rights and obligations to receive water through the Water System under this Agreement.

6.3 DSC may establish rules and regulations from time to time governing water service, all of which shall be binding on Customer. Without limitation, such rules and regulations may limit outside watering during periods of drought or short supply and/or provide for proportional abatement of service based on ownership of water rights supplying the Water System.

6.4 Service Company's authorized representatives are granted permission to enter the service location to read meters and to inspect, maintain, operate and repair the Water System.

6.5 Customer acknowledges that the Water System is owned by Service Company and Customer has and will acquire no investment or interest in the Water System.

6.6 This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties. This Agreement shall be governed by the laws of the State of Colorado, and any legal proceedings regarding this Agreement shall be brought in Routt County, Colorado.

I have received and agree to abide by the conditions of the:

DEERWOOD SERVICE COMPANY, LLC
Water Service Agreement

DATE: _____

REPRESENTATIVE (if different from customer): _____

CUSTOMER NAME (please print): _____

CUSTOMER SIGNATURE: _____ DATE SIGNED: _____

BILLING ADDRESS: _____

SERVICE LOCATION (lot # and lot street address): _____

After signing this page, please make a copy to keep for your records and **return the original of this signature page to:**

Deerwood Service Company, LLC
PO Box 881546
Steamboat Springs, CO 80488