

# CORKSCREW FLATS

## DESIGN GUIDELINES

May, 2016

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## **1.0 STATEMENT OF PURPOSE**

The Corkscrew Flats DESIGN GUIDELINES have been created to provide direction to Owners for the improvement of their properties, to establish thresholds for design quality and the suitable application of materials, and to insure sensitivity to each site's environment and its neighbors. These guidelines constitute the standards and requirements to which each Owner must adhere, subject to waivers or variances granted by the Review Board.

These Design Guidelines are promulgated by the Review Board in accordance with the Declaration of Land Use Restrictions for The Corkscrew Flats Subdivision (the "Declaration"), and pursuant to the authority granted therein to the Board of Directors of the Corkscrew Flats Property Owners' Association, Inc. (the "Association").

It is not the purpose of these Design Guidelines to create look-alike residences or improvements, or to suggest that they all be of similar style, color, or materials. To the contrary, the intent is to stimulate a rich and diverse variety of creative architectural styles, drawn from this common palette of materials, and blended together to form a vital residential community, compatible with its striking native setting.

To ensure the preservation of the native forest for the enjoyment of all residents of Corkscrew Flats ("Corkscrew Flats"), the concept of a maximum allowable building area, called the "Building Envelope" or "Disturbance Envelope" has been developed. The preservation of the native environment is a fundamental principle of Corkscrew Flats, and to that end, the "Building Envelope" or "Disturbance Envelope" is that portion of each lot within which all development activity must occur. It is expected that the design of each residence will evolve from and be tailored to the unique features of its specific Lot, incorporating studied consideration of existing slope, vegetation, views, and prominent site features. To that end, a comprehensive design review process (the "Design Review Process") has been established, encompassing the following five phases:

1. The Pre-Design Conference, during which each Owner along with his architect/designer may review their ideas and the natural aspects of the Lot with a representative of the Review Board before any plans are prepared. It is preferable that this meeting take place on site whenever possible.
2. The Preliminary Submittal, at which time the Review Board can review conceptual plans to ensure conformance with these Design Guidelines before the Owner finalizes his design.
3. The Final Submittal, at which time the Review Board can review final construction documents to confirm that they are consistent with the previously approved preliminary plans.
4. The Pre-Construction Conference, during which a representative of the Review Board may review the construction regulations with each selected builder to ensure understanding of, and future compliance with, these regulations.
5. The Final Inspection of the improvements by a representative of the Review Board to determine whether actual construction has been completed in strict compliance with the approved plans, approved changes, and these Design Guidelines.

The Design Review Process was developed to provide adequate checkpoints throughout the design and development phases, so that time and money are not wasted on plans and designs which do not adhere to the Design Guidelines or to the overall design principles of Corkscrew Flats, or which may be inappropriate or of improper configuration for their specific Lot settings. Therefore, it is extremely important that the design steps of the Design Review Process be followed in their entirety, and in correct sequence. This process is a proven and streamlined one and will not result in time delays, provided each Owner, designer and builder performs in the spirit with which the Design Guidelines are intended, namely, a site-sensitive approach to the development of his Lot within this unique community.

It is strongly recommended that an Owner retain competent professional services for planning and design to ensure a thorough analysis and understanding of a particular Lot and the Owner's special needs and living patterns, as well as to provide the ability to communicate to the Review Board the concept and design of a proposed residence or improvement. If an Owner elects to do his own design or to retain nonprofessional services, and the result in either case is repeatedly denied by the Review Board, the Review Board may require that the Owner thereafter utilize professional design services.

The Design Review Process is intended to operate sequentially with the plan review process required by the Town of Breckenridge for obtaining a building permit. An application for a building permit should not be submitted to the Town prior to confirmation of Final Design Approval by the Review Board. However, the Corkscrew Flats Design Review Process is independent of the Town's technical plan review process and design review process and is solely intended to enforce The Corkscrew Flats Design Guidelines. Therefore, each Owner or Owner's agent shall bear the responsibility for the proposed improvements adherence to the Town of Breckenridge's design, zoning and building code standards.

No building, fence, wall or other structure or improvement of whatever type shall be commenced, erected or maintained on any Lot (except for initial construction on the Common Elements by the Declarant or Declarant's successors), nor shall there be any addition to or change to the exterior of any residence or other structure or improvement upon a Lot or the landscaping, grading or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications therefore which have been submitted to and approved by the Review Board in accordance with the Design Guidelines as to harmony of external design and location in relation to surrounding structures and topography.

Plans and specifications shall be approved by the Review Board as to style, exterior design appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications neither the Review Board, the members or agents thereof, the Association, the Board of Directors of the Association nor the Declarant assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. Approval of plans and specifications by the Review Board is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

The reconstruction by the Association or the Declarant after destruction by casualty or otherwise of any Common Elements which is accomplished in substantial compliance with "as built" plans for such Common Elements shall not require compliance with the provisions of these Design Guidelines.

Defined terms used herein, if not otherwise defined in these Design Guidelines, shall have the meanings set forth in the Declaration.

## **2.0 SITE PLANNING AND LANDSCAPE GUIDELINES**

The climate, terrain, and existing vegetation at Corkscrew Flats are all important factors which must be considered in the design of any improvements to properties within its borders. It is the intent of the following guidelines to ensure environmentally sound and aesthetically pleasing development at Corkscrew Flats for the mutual benefit and enjoyment of all its members.

### **2.1 BUILDING ENVELOPE, DISTURBANCE ENVELOPE AND SETBACKS**

The Building Envelope or Disturbance Envelope is that portion of each lot within which all improvements, including structures, decks, walks and landscaping, must be located, and is the only area of the lot where alterations of or disturbance to the natural landscape may occur. The specific Building Envelope for each lot has been determined by the Declarant. All improvements to a lot must be contained within its established Building Envelope or Disturbance Envelope except for a single driveway access no wider than twelve feet crossing the front setback or a private access easement. **All exterior improvements, including landscaping, stain color changes, lighting, yard ornamentation, etc. inside or outside the designated building envelope must be submitted and approved by the Corkscrew Flats Design Review Board prior to installation.**

### **2.2 SITE WORK**

No excessive excavation or fill will be permitted on any Lot except where specifically allowed by the Review Board due to terrain considerations; every attempt should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

No clear cutting of any Building Envelope, Disturbance Envelope or Lot will be permitted; however, it is understood that some selective pruning or removal of trees and shrubs will be necessary for the development of a wooded Lot. The retention of trees over 4 inches in diameter or over 30 feet in height is strongly encouraged. Any cutting of trees or vegetation must first be approved by the Review Board with the following exceptions; the pruning of dead limbs, removal of dead trees, and the cutting and removal of trees with a trunk diameter of 4 inches or less which are bowed, leaning, severely misshapen, diseased, or sparsely foliated.

### **2.3 GRADING AND DRAINAGE**

Site grading and drainage must occur with minimum disruption to the Lot, without altering natural drainage patterns as runoff leaves the Lot, and without causing conditions that could lead to unnecessary soil erosion, slippage or subsidence. Residential designs for hillside Lots (having a variation of natural grade elevation in excess of five vertical feet across the footprint of a proposed structure), must incorporate slope considerations into the design solution, so that the proposed structure terraces or steps with the natural slope. Artificial benching of sloped sites to create an engineered pad to accommodate a “flat lot design” is strongly discouraged.

Surface drainage upon and across any Lot must be addressed through the implementation of sound construction and grading practices. Existing points of entry and exit to and from a Lot by historic surface drainage must be respected. Any improvement which creates an obstruction to surface flows resulting in a back-up of water onto a neighboring Lot or tract is strictly prohibited. Ground floor levels should be established at a vertical elevation such that final placement of backfill, walks, drives, and porches will produce a positive drainage away from the structure in all directions.

The inclusion of foundation waterproofing and a perforated pipe foundation drainage system are recommended along uphill and side hill foundation walls on hillside Lots. Consultation by a professional

soils engineer is advised for assessment of unusual or irregular soils conditions encountered.

## **2.4 ACCESS DRIVES**

Each lot may be accessed by a single driveway only. Access drives shall be located to preserve and avoid important natural features, such as large or significant plant materials, drainageways, and rock outcroppings, so as to minimize disruption of the existing landscape.

The graded or paved surface of an access drive shall not exceed 12 feet in width where it crosses the road right-of-way and the front setback of the lot. Driveways and/or parking surfaces may not encroach into any side setback without specific approval of the Review Board; some limited encroachment may be considered where unique terrain, vegetation constraints, or limited lot width may warrant. The proposed driving surface is subject to approval by the Review Board. ADS pipe or approved alternative, with a diameter of 18 inches or greater, shall be installed beneath each access driveway, between the road shoulder and the property line, unless otherwise approved by the Review Board. The invert flow line of the pipe shall be aligned and sloped so that borrow ditch/drainageway storm flows will continue smoothly and unimpeded beneath the driveway crossing. The exposed ends of the pipe shall be aesthetically finished with the appropriate ADS flanges or headwalls and stone rip-rap.

## **2.5 ON-SITE PARKING**

Each single-family residential dwelling shall provide an enclosed garage space to shelter a minimum of two conventional automobiles, and sufficient driveway space for the parking of two guest automobiles. Guest parking must be contained within the established Building Envelope or Disturbance Envelope. Homeowners who possess trucks, buses, motor homes, campers, boats, boat trailers, motorcycles or any other motorized vehicle other than a conventional automobile, must store or park such vehicles within an enclosed garage so as to be completely hidden from view. The parking of a guest's motor home or other large recreation vehicle outside on any Lot is limited to 72 hours at a time, and such vehicles shall not be used for on-site camping.

No on-street parking will be permitted at Corkscrew Flats.

## **2.6 UTILITIES**

Utility services are stubbed to the property lines of each Lot. Water, electric, telephone and cable television service locations are clustered (usually with those of one adjacent Lot) in a utility easement located near one of the front corners of each Lot. The sewer service extension is stubbed to the property line which lies closest to the service main. The natural gas service extension is stubbed to the front property line away from the aforementioned corner cluster. The extension of services from these stub locations to the residence shall be the responsibility of each Owner, and shall be routed to minimize disruption to the natural landscape. As a general rule, utility trenches may not encroach into any required setback except where they cross the front setback between the service tap and the Building Envelope. All disturbed areas of the site must be restored to their natural condition as nearly as possible. Information regarding current tap and service fees, as well as connection procedure, may be obtained by contacting the respective utilities, Breckenridge Sanitation District or the Town of Breckenridge.

## **2.7 WALLS AND FENCING**

Site walls or fences must appear as a visual extension of the residence, using similar materials and finishes. In no case will site walls or fences be permitted to arbitrarily delineate the Building or Disturbance Envelope, although it is understood that such walls or fences may define pet runs or small yards, courtyards or terraces in close proximity to the residence for the purpose of privacy. Privacy or

screen walls must not exceed six feet in height, measured from existing natural grade, and they may not encroach into any required setback. The use of ornamental iron or other metal fencing is subject to approval by the Review Board. Chain link or wire fencing is prohibited.

Structural retaining walls may not exceed an above-grade height of six feet. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds six feet. Retaining walls may be constructed of cast concrete or concrete masonry units; however, all exposed wall surfaces and edges must be treated with an approved finish, such as stone veneer, as to blend unobtrusively with its natural surroundings.

## **2.8 OUTDOOR STORAGE**

Outdoor areas housing trash containers, clotheslines, maintenance or service equipment such as snowblowers, etc., or overflow storage shall be screened from all adjacent properties by a wall or fence conforming to Design Guidelines Section 2.7. Firewood may be stored in an unscreened area provided it is neatly stacked in an inconspicuous location.

## **2.9 MECHANICAL EQUIPMENT**

No roof mounted or wall mounted mechanical equipment will be permitted. Any exterior mechanical equipment utilized must be ground mounted adjacent to the residence and must be enclosed by walls or fencing of sufficient height and density to screen the equipment from view and to buffer sound as well.

## **2.10 STORAGE TANKS**

All fuel tanks, water tanks or similar storage facilities must be shielded from view by walls or structure or installed underground.

## **2.11 ANTENNAS AND SATELLITE DISHES**

Antennas or oversized satellite dishes (greater than 18" in diameter) are not permitted. Television reception is available via a central cable system. Any on-site antennas required for the purpose of radio transmission related to fire protection or police/security matters will be allowed, but the location and configuration thereof shall be subject to Review Board approval.

## **2.12 SIGNAGE**

No sign or signs shall be displayed to the public view from any Lot except that:

1. Each general contractor, during the active construction period of a new home or major addition to any existing home, may display a single construction sign, no larger than six (6) square feet, in accordance with Design Guidelines Section 4.18 or as may be further restricted by the Town of Breckenridge;
2. The general contractor of a market home may, with the consent of the Review Board, continue the display of his construction sign, for advertising and sales purposes after construction has been completed, until such time that a contract for sale has been executed;

3. Individual Lot Owners may, with the consent of the Review Board , display a single "for sale" or "for rent" sign, no larger than four (4) square feet; **See Appendix F for template.**
4. Signs indicating security protection shall be permitted, with the consent of the Review Board, provided that such signs are ground or wall mounted, no larger than one (1) square foot, limited to two (2) per Lot (one for the front yard and one for the rear yard);
5. Development-related signs owned and erected by the Declarant shall be permitted.

Signs for temporary single events, such as a garage sale sign, may be permitted for a specific period of time, upon approval by the Review Board of a written request by the Owner describing the nature of the sign and the requested time period of display.

All permitted signs, regardless of type, are subject to the approval of the Review Board for style, design, color, text, location, and duration of exhibit, prior to their placement for display.

### **2.13 ADDRESS IDENTIFICATION AND MOMUMENTATION**

**No individual address monument or bollard is to be constructed for purposes of home address identification unless approved by the Design Review Board.**

### **2.14 LIGHTING**

A uniform street lighting scheme has been designed by the Declarant. **All exterior lighting is subject to approval by the Review Board and must comply with the Town of Breckenridge lighting policies**

### **2.15 SWIMMING POOLS AND SPAS**

Swimming pools and spas, if any, must be designed as a visual extension of the residence through the use of walls or courtyards and must be shielded from view. All pools and spas must be constructed according to Town of Breckenridge regulations.

### **2.16 TENNIS AND SPORTS COURTS**

Due to the extensive clearing required by tennis courts and other sports courts, such courts will not be permitted. Wall-mounted or free standing basketball goals may be allowed subject to Review Board approval. Support posts and the back of the back backboard of a freestanding basketball goal shall be painted to blend unobtrusively with its visual backdrop surroundings.

### **2.17 TRANSITIONAL AREA**

The transitional area is that area within the Building or Disturbance Envelope, but outside the residence or site walls, within which an Owner may enhance the landscape and provide a "transition" from the forest floor to the residence, if desired. Minor alterations to the natural landscape are allowed within this area in addition to the use of plants found in Appendices A, B and C of these Design Guidelines. The plants from Appendix C should be planted near the residence and be provided supplemental water via drip irrigation system. In order to create a gentle transition to the natural forest floor, irrigation should be discontinued as the distance from the residence increases, and plant groupings from Appendices A and B should be utilized. All landscaping employed in the front setback to define the entry drive must be limited

to an area no wider than five to six feet along each side of the driveway surface, and must stop at the front property line. Additional plant material, not included in Appendices A, B, and C, are subject to the approval of the Review Board.

Care must be taken during the siting of a residence on the lot to allow for perimeter landscaping to occur, if desired, without necessitating encroachment into required setbacks.

## **2.18 PRIVATE AREA**

The private area is that part of the Building Envelope which is shielded from view by site walls or structure, within which an Owner may create as varied a landscape as desired, provided that no plants from Appendix D of these Development Standards are used. Private area landscapes are subject to approval by the Review Board.

## **2.19 APPROVED PLANT LIST**

The Review Board has approved a list of plants and trees deemed to be inherently compatible with the natural Corkscrew Flats landscape, including indigenous and non-indigenous species. Such plants are listed in Appendices A, B and C of these Design Guidelines, and landscaping of any transitional area is expressly limited to these species. Large areas of lawn are discouraged.

## **2.20 PROHIBITED PLANT LIST**

The plant materials set forth in Appendix D of these Design Guidelines includes species which are potentially destructive to the native landscape of Corkscrew Flats, and are strictly prohibited.

## **2.21 LOT RESTRICTIONS**

Except for compounds, resulting from the combined development of two or more lots, no more than one (1) residential structure may be constructed on any Lot. Other outbuildings such as detached garages may be constructed, provided they are a visual extension of the main residence. Such “complexes” are subject to approval by the Review Board.

## **2.22 Yard Ornaments and Ornamentation**

“Ornamentation” is a design element or other improvement that is an embellishment not essential to the function of use of the dwelling or lot. Ornamentation may be affixed to a dwelling or lot and includes, but is not limited to, statuary, lawn decorations, and play equipment. Common ornamentation such as posts, representations of animals, exterior artwork or sculpture or any other miscellaneous items are subject to review by the DRB. Owners wishing to install yard ornaments or decorative ornaments attached or detached from the building must receive DRB approval prior to installation and must ensure that it is contained within the designated building envelope.

### **3.0 ARCHITECTURAL DESIGN STANDARDS**

The following architectural standards have evolved in response to climate and aesthetic considerations at Corkscrew Flats. It is the intent of these standards to evoke a sympathetic response to the character of this high forest region, promoting architectural design that is compatible with natural landscape and is environmentally sound.

#### **3.1 SIZE**

Due to the potential visibility of the homesites in Corkscrew Flats, it is important that residential structures not overpower their setting; it is our intent that the natural landscape remains the dominant visual image. Therefore, Owners and their Architects should strive to create the highest quality home in the smallest possible volume, which satisfies the owners' requirements for space.

The total enclosed floor area of a residence including the living area of an accessory apartment, if applicable, shall not exceed 4,500 square feet. Regardless of size, the living areas of any accessory apartment may not exceed a maximum of 900 square feet. These maximum floor areas are by no means guaranteed to fit onto each site for which they are imposed; there may be homesites where the maximum allowable floor area may not be aesthetically achievable due to the application of other design stipulations of these Guidelines to the specific context that the site's existing features and constraints.

To assure that each home possesses a lower visual center of gravity and thereby a lower massing profile, homes are limited to a maximum 'stack' of two stories at any point. For the purpose of these Guidelines, any floor level within a home, where the combined change in vertical elevation from its highest surface to its lowest is limited to 30 inches or less, shall be treated as a single floor.

"Total enclosed floor area", which was addressed at the beginning of this section, includes all permanently enclosed spaces of a residential structure excluding garage(s), and storage or mechanical rooms which open to a garage or an outdoor space. All area calculations shall be figured on an 'outside-to-outside' basis, thereby including the projected area beneath exterior and interior walls. The projected area of an interior stairwell of a two-story or multi-leveled residence shall be counted only once at its lowest level; stair landings at each upper floor level shall be included within the living area of the floor level accessed from that landing.

Except for accessory apartments, it is expected that residences will exceed 1,500 square feet of living area, except and unless there are special circumstances or unique design solutions, which can only be approved by the Review Board.

#### **3.2 PREFABRICATED BUILDINGS**

No building that is constructed off-site and requires transportation to any Lot, whole or in partial assembly, will be permitted; this includes mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state. However, structures that are assembled off-site and completely disassembled for transportation, including log cabins or custom designed modular buildings, may be permitted. The aesthetic merits of any such structures are subject to review and approval by the Review Board.

#### **3.3 HEIGHT OF STRUCTURES**

As a rule, no portion of a structure (except for chimney elements) may exceed a true vertical height of 30 feet above original natural grade directly below. On lots where the average slope across the footprint of the proposed structure exceeds 15%, the Review Board may allow an additional two feet of height for an

unobtrusive ridge projection at its down slope terminus. Such relief shall be considered on a case-by-case basis, and may not be construed as a blanket waiver for sloping lots in general. It is the intent of these Design Guidelines that roof forms for homes on sloping sites step down with the grade to integrate into the native setting.

Our maximum height limitation is applied uniformly across the building envelope, with a datum of existing natural grade prior to any construction or grading activity on the site; baseline grades shall be those represented upon the topographic survey required for each homesite prior to the start of design. The height limitation might be best visualized as an imaginary plane, possessing the same contour as the surface of the lot, elevated to a height of thirty feet above the lot. Virtually all elements of a proposed structure (except fireplace chimneys) must fit below that imaginary plane.

Chimney masses, exclusive of well-portioned caps, may extend a maximum of four feet higher than the highest roof elevation within the immediate proximity of each chimney, unless the applicable building code prescribes a higher termination.

### **3.4 FOUNDATIONS**

All unfaced visible surfaces of concrete masonry or concrete foundations walls and piers must receive a mortar-wash finish and shall be painted to blend unobtrusively with adjacent materials. Exposed aggregate concrete, or textured concrete block with an approved integral or applied color, may be considered in lieu of the mortar-wash appliqué.

Foundation walls must step down with the grade change of sloping sites so that its exposed surface does not exceed a vertical height of four to five feet above finish grade at its greatest exposure; as an alternative to stepping the top of the foundation, the wall may be faced with siding, in the same plane as, the wall surface above, to minimize foundation wall exposure.

Where the vertical distance from the underside of a ground floor deck structure (along its perimeter edge) exceeds 30 inches above finish grade below, the deck edge must be skirted with wood latticework or wood siding to screen the cavity beneath the deck. Foundation walls which occur under a skirted deck such that they are no longer visible are exempt from the facing requirements stated above.

### **3.5 EXTERIOR MATERIALS**

There exist many traditions in high country architecture which will be encouraged at Corkscrew Flats, along with certain regional adaptations. Exterior materials should generally be natural materials that blend and are compatible with the native landscape. The predominate exterior materials will consist of wood, including shingles, beveled or tongue-in-groove board siding, board-on-board, board and batt, and native stone materials.

Plywood siding is prohibited unless the applicant can demonstrate to the Review Board that the specific proposed application would result in a finished appearance indistinguishable from an individual board siding application. Generally, synthetic siding materials such as aluminum, vinyl and fiberglass products are prohibited. The Review Board may consider on a case-by-case basis some high quality composition products, which in the opinion of the Board, would be virtually indistinguishable from their natural wood counterparts. Such consideration will be limited to products suitable for individual board application, with a porous wood-grained surface suitable for stain or paint.

The use of brick or textured masonry block as an exterior finish material will be considered on a case-by-base basis, and should be limited to accent segments of the building facade. Simulated or cultured stone will only be allowed when, in the opinion of the Review Board, the product and pattern proposed for

use resembles its natural native counterpart to the degree that it will not appear obtrusive. Stucco will not be allowed.

The aesthetic merits of any combination of exterior materials are subject to review and approval by the Review Board in order to maintain the architectural integrity and consistent visual experience of Corkscrew Flats.

### **3.6 ROOFS**

All residences at Corkscrew Flats will have pitched roofs with a minimum pitch of four feet in twelve and a maximum pitch of twelve feet in twelve; however, up to 1/3 of the horizontal roof area of any residence may be flat.

The predominant roof material at Corkscrew Flats will be high definition asphalt shingles. Additionally, the Review Board has determined that, for the sake of contrast and variety, the use of wood shake or shingles, slate, flat concrete tiles, non-reflective raised-seam metal roofs, or heavy weight three-dimensional thick butt asphalt shingles, with a weight of 325 pounds per square or more, may be permitted. The use of asphalt shingles of standard or medium thickness, any type of barrel or "S" tiles, asphalt roll roofing, reflective metal surfaces is prohibited

Flat roofs, where allowed, must be finished with colored aggregate ballast or cap sheet matching the walls or other roof material of the residence.

All roof forms, both pitched and flat, are subject to the height limitations described by Design Guidelines Section 3.3. Flat roof parapets shall not exceed 22 feet in height from adjacent natural grade. Mansard roofs are prohibited.

All metal flashing, vent pipes, furnace caps, etc., must be prefinished or painted to blend unobtrusively with adjacent roofing material or fascia material; painted metal surfaces will not be permitted.

### **3.7 CHIMNEYS AND OUTDOOR FIRES**

Due to the extreme fire danger usually present in this high forest region, all chimneys must be equipped with a U.L. or L.C.B.O. approved spark arrestor, including outdoor fireplaces.

Barbecues are permitted, provided they are lidded cookers. Fire pits are also permitted, however, the fire pit must be contained within the Building or Disturbance Envelope and approved by the Review Board.

### **3.8 EXTERIOR COLORS**

Our Review Board intends to preserve the appearance of the native landscape of Corkscrew Flats and preclude the use of colors that would appear out of place.

A home should never appear predominantly brighter than its natural surroundings. The colors for all exterior building materials must blend together in unobtrusive harmony, and should replicate the hues of their immediate natural setting whenever possible. To these ends, the resultant color palette is understandably darker and less vibrant than the range of color permitted elsewhere in the Breckenridge area.

Each proposed color will be evaluated in the context of its specific natural setting, and the preexistent colors of completed neighboring homes. Quite simply, only colors which will blend unobtrusively into their natural setting, while complementing the colors of completed neighboring homes,

will be permitted; colors which are garish, which stand out or call attention to themselves, or which clash with their setting or precedent neighbors, will not.

White, off-white, and lighter grays will not be permitted due to their brightness; as a general guideline, all colors should be within a Light Reflectance Range (LRV) of 15 to 40. Primary colors, such as red and blue, will only be considered for limited use in accent applications, which will be considered on a case-by-case basis. "Light-gray" siding stains which approach white or off-white in appearance will not be allowed. Accent colors which emphasize the human elements of a residence, such as doors and windows are more likely to be approved than uses which call attention to vents, roof appurtenances, mechanical equipment or larger surfaces of the home. Shiny or reflective surfaces will not be permitted. When more than one color is approved for a single structure, all changes in color must occur at an inside corner.

The final approval of all colors will occur at the site. A range of colors, represented by manufacturer's paint chips will be evaluated conceptually along with other materials submitted for design review. However, those small color samples, printed on paper, may not accurately depict how a finish color will appear upon an expansive surface of the actual construction material. Therefore, a field test, where proposed colors are applied over larger surfaces of the actual materials, is essential. Site samples must be at least sixteen square feet in size for field colors, or must cover ten linear feet for trim, fascia, or railing samples. We strongly suggest that this final site evaluation be completed prior to the ordering or purchase of finish materials in quantity.

All color schemes must be approved by the Review Board prior to their application to any portion of a residential structure. It is the intent at The Corkscrew Flats to preserve the appearance of the natural landscape and preclude the use of colors that would appear garish or out of place and, therefore, offensive to the eye.

### **3.9 WINDOWS, DOORS AND SKYLIGHTS**

Highly reflective glazing material and reflective sun screening films are prohibited for use in windows, glazed doors, skylights, or for other exterior applications. In addition all metal windows, doors, skylight frames, etc. must be painted, anodized or pre-finished with baked enamel; raw metal components, especially aluminum or galvanized iron, are prohibited.

### **3.10 BUILDING PROJECTIONS**

All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, mail boxes, porch railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the building setbacks.

### **3.11 GARAGES**

Garages, large enough to accommodate at least two automobiles, but no more than three, are required for each residence. Conventional carports are generally prohibited. Garage structures must be integrated in the main residential structure but may be less formally attached by a connecting building element such as a breezeway, trellis or site wall unless otherwise approved by the Review Board. The garage must be composed of the same family of materials, details, and colors as its associated residential structure.

Garage doors may not face directly towards the primary street frontage except for those circumstances where constricted Lot width, irregular Lot shape, or other restricting features of a Lot preclude the utilization of an angled or side entry approach to the garage.

Wood panel or wood-faced insulated sectional overhead doors with fenestration or an applied panel pattern sufficient to provide visual relief, are required. Lightweight hollow metal overhead doors are not allowed. When garage bays exceed two, the third (or third and fourth) door(s) must occur in a secondary building plane, offset by 32 inches minimum, to avoid a continuous uninterrupted wall of three or more garage doors.

### **3.12 SOLAR APPLICATIONS**

Passive solar design is encouraged. Active solar applications can result in excessive reflective glare, and would only be approved by the Review Board if the hardware is sufficiently integrated into the structure or landscaping of a Lot so as to appear unobtrusive from any other lot or property.

### **3.13 CHANGES OR ADDITIONAL CONSTRUCTION**

All changes or additions to the approved plans before, during, or subsequent to their initial construction must be approved by the Review Board, before the alteration may be implemented.

## **4.0 CONSTRUCTION REGULATIONS**

### **4.1 PURPOSE**

In order to ensure that the natural landscape and all neighboring properties are respected, and the nuisances inherent to any construction process are kept to a minimum, the following regulations shall be enforced during the construction period of all improvements at Corkscrew Flats. Any violation of these regulations by an Owner's agent, representative, builder, contractor or subcontractor shall be deemed a violation by the Owner.

In the event that any person fails to cure (or fails to commence and proceed with diligence to complete the work necessary to cure) any violation of the Design Guidelines, including these Construction Regulations, within ten (10) days after receipt of written notice from the Review Board designating the particular violation, the Review Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") not to exceed five hundred dollars (\$500.00) per occurrence. If after the imposition of the Violation Fine, the violation has not been cured or the person has not commenced the work necessary to cure such violation, the Review Board shall have the power and authority, upon ten (10) day written notice, to impose another Violation Fine which shall not exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation if not timely cured. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made. Continued failure to comply may cause the Review Board to pursue legal remedy in the form of a "stop work" injunction or punitive damages.

The continued or habitual violation of these Design Guidelines by a general contractor, sub-contractor, or materials supplier will result in the withdrawal by the Review Board of his/their approval to perform work at Corkscrew Flats.

### **4.2 HEALTH AND SAFETY COMPLIANCE**

All applicable statutes, ordinances, or rules pertaining to safety and health, hazardous materials, toxic substances or wastes, including all relevant Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

### **4.3 CONSTRUCTION TRAILERS**

Upon commencement of construction, a construction trailer or portable field office may be located on the building site within the Building Envelope, clear of all setbacks. The type, size and color of any portable office must be approved by a representative of the Review Board during the pre-construction conference. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power and telephone will be determined. A construction trailer may not remain on site for a period of time exceeding six months without written approval of the Review Board.

### **4.4 TRASH RECEPTACLES AND DEBRIS REMOVAL**

Owners and builders shall clean up all trash and debris at the end of each day; an approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a

timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot or in Corkscrew Flats. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris.

All concrete washouts, from both trucks and mixers, must occur within the Building Envelope of the Lot in a location where it will ultimately be concealed by structure or covered by backfill. Washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other lots or open space. Any clean-up costs incurred by the Review Board or the Association in enforcing these requirements shall be payable by the Owner. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of Corkscrew Flats.

#### **4.5 SANITARY FACILITIES**

Each Owner or builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets must be located within the Building Envelope, clear of setbacks.

#### **4.6 CONSTRUCTION ACCESS**

The approved access drive will be the only construction access to any Lot.

#### **4.7 VEHICLES AND PARKING AREAS**

Construction crews will not park on, or otherwise use, undeveloped portions of lots or open space. All vehicles shall be parked within the Building Envelope. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway; during these limited occurrences, vehicles must be off the paved surface of the roadway or cul-de-sac to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring lots, in nearby driveways or on open space. Changing oil or other vehicle maintenance is prohibited.

#### **4.8 CONSERVATION OF NATIVE LANDSCAPING**

Trees or plants which are to be preserved must be marked and protected by flagging, fencing, or barriers. The Review Board shall have the right to flag major terrain features of plants which are to be fenced for protection. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

#### **4.9 EXCAVATION MATERIALS AND BLASTING**

If any blasting is to occur, the Review Board must be notified two weeks in advance and appropriate approvals must be obtained from the Town of Breckenridge. Blasting may only be done by licensed demolition personnel, with all requisite insurance coverage's as mandated by the town and state statutes, specific to their blasting activity at Corkscrew Flats. The Review Board shall have the authority

to require in writing documentation of anticipated seismic effects, with confirmation such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized.

All excess materials resulting from blasting as well as all other excess excavation materials must be removed from Corkscrew Flats.

#### **4.10 DUST AND NOISE CONTROL**

The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site.

The sound of radios or of other audio equipment must not be audible beyond the property perimeter of any Lot; repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.

#### **4.11 MATERIAL DELIVERIES**

All building materials, equipment and machinery required to construct a residence on any Lot at Corkscrew Flats must be delivered to and remain within the Building Envelope of each Lot, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at Corkscrew Flats overnight. Material delivery vehicles may not drive across adjacent Lots or tracts to access a construction site.

#### **4.12 FIREARMS**

The possession or discharge of any type of firearm by construction personnel on any construction site, Lot, or Common Elements within Corkscrew Flats is prohibited.

#### **4.13 ALCOHOL AND CONTROLLED SUBSTANCES**

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, Lot, or Common Elements within Corkscrew Flats is prohibited.

#### **4.14 FIRES AND FLAMMABLE MATERIALS**

Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, are prohibited. At least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times, in addition to the requirements of the Red, White and Blue Fire District.

No on-site fires are allowed, except small, confined, attended fires for the purpose of heating masonry water.

#### **4.15 PETS**

No pets, particularly dogs, may be brought onto the property by a member of any construction crew.

#### **4.16 PRESERVATION OF PROPERTY**

The use of or transit over any other Lot, Common Elements or amenity is prohibited. Similarly, the use of or transit over the natural area or setbacks outside the Building Envelope of any lot is prohibited. Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on any neighboring Lot, tract, or right-of-way.

#### **4.17 RESTORATION OF PROPERTY**

Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the Review Board, and repair of streets, driveways, pathways drains, culverts, ditches, signs, lighting and fencing.

In addition, the Owner and general contractor shall be held financially responsible for the cost of site restoration/revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or sub-contracted agents.

#### **4.18 CONSTRUCTION SIGNAGE**

Temporary construction signs shall be limited to one sign per site not to exceed nine (9) square feet of total surface area. This sign is intended primarily for job site identification; therefore, it must be located within the Building Envelope, facing the street frontage of the Lot. It may identify the general contractor and designer by name with address, license number and telephone number(s) and it may identify the job site by Lot number or Owner's name. The sign shall be free standing, not to exceed four (4) feet in height above natural grade. The sign's design, color, style, text, duration of display and location upon the Lot must be approved in advance by the Review Board. The construction sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of a certificate of occupancy by the Town, or immediately upon the passage of 30 calendar days without significant construction activity. The general contractor of a completed market home may apply to the Review Board for continuation of his construction sign for advertising and sales purpose after construction has been completed, until such time that a contract for sale has been executed.

Individual signs, or construction sign attachments identifying individual sub-contractors, tradesmen, or suppliers are prohibited; identification of licensed tradesmen, when required by state or city statutes, shall be confined to the posting location of the building permit.

Attachment of signs or similar material to trees is strictly prohibited.

#### **4.19 DAILY OPERATION**

Daily working hours for each construction site shall be 30 minutes before sunrise to 30 minutes after sunset or as restricted by the Town of Breckenridge. Construction activity which generates excessive noise such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. Noisy activity should be curtailed on Sunday of each week, particularly during the periods of high Owner/visitor occupancy.

#### **4.20 SITE VISITATIONS**

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, design review observers, sales personnel, and the Owner. Construction personnel should not invite or bring family members or friends, especially children, to the job site.

#### **4.21 CONSTRUCTION INSURANCE REQUIREMENTS**

All contractors and sub-contractors must post evidence of insurance with their Owner, prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance naming both the Owner, and Corkscrew Flats as the certificate holders. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation. The minimum limits of liability shall not be less than \$500,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

## **5.0 DESIGN REVIEW PROCEDURES**

Site-sensitive, site-specific design shall be fundamental at Corkscrew Flats. Design drawings should evolve from the careful and thorough analysis of a site's specific setting and features. Therefore, Owners and/or their designers should refrain from approaching a site with a predetermined design expecting to "make it fit", with little regard to natural constraints. Corkscrew Flats has established this review procedure to assist the applicant through the design process in its appropriate sequence.

Plans and specifications shall be submitted to the Review Board in accordance with the following conference and submittal requirements and review procedures.

### **5.1 PRE-DESIGN CONFERENCE**

Prior to preparing preliminary plans for any proposed improvement, it is mandatory that the Owner and/or his architect/designer meet with a representative of the Review Board to discuss proposed plans and to resolve any questions regarding building requirements at Corkscrew Flats. This informal review is to offer guidance prior to initiating preliminary design, and should occur on site whenever possible.

### **5.2 PRELIMINARY DESIGN SUBMITTAL**

When the preliminary design is complete, plans that are submitted must include all of the following exhibits; no review will commence until the submittal is complete:

1. Site plan (scale at 1" = 10' or 1" = 8'), showing the entire property, location of the proposed Building Envelope, the residence and all buildings, driveway, parking area, existing and proposed topography, proposed finished floor elevations, all trees of 8 inch diameter or greater at chest height, special terrain features to be preserved and trees to be removed.
2. Survey (scale 1" = 10' or 1" = 8'), by a registered land surveyor or licensed civil engineer showing Lot boundaries and dimensions, topography (2 foot contours or less), major terrain features, all trees of 8 inch diameter or greater at chest height, edge of pavement and utility locations.
3. Floor plans (scale 1/4" or 1/8" = 1'0") showing proposed finished floor elevations.
4. All exterior elevations (scale 1/4" or 1/8" = 1'0") showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch and a preliminary indication of all exterior materials and colors.
5. If the Committee deems it appropriate due to slope considerations or complexity of design, a study model may be required (same scale as site plan), which accurately depicts all the proposed improvements and their relationship to the site.
6. Any other drawings, materials, or samples requested by the Review Board.
7. A design review fee in the amount of 30 cents per livable enclosed square foot of residence and accessory buildings. An applicant may not advance to Final Design review unless this fee has been paid in full.

The submittal shall consist of one set of prints, which shall be retained by the Review Board.

A complete Preliminary Design Submittal must be received at the designated address of the Review Board (see Design Guidelines Section 6.4) by noon of the Friday preceding a scheduled meeting of the Review Board, in order to be included on the agenda for consideration. All such submittals received during each Saturday through Friday time span, regardless of the actual date submitted, shall bear an "effective date of submittal" which corresponds to the Friday ending that particular week's span. The submittal must be accompanied by a completed application for preliminary design review and the requisite review fee remittance.

### **5.3 PRELIMINARY DESIGN PREVIEW**

The Review Board will meet to review the submittal and will respond in writing within 10 days after their meeting barring unavoidable delays, but no later than 30 days after the effective date of submittal.

Results of reviews will not be discussed over the telephone by members of the Review Board with an Owner or his architect or builder, and no Owner, architect or builder shall have the right to attend any meeting of the Review Board unless specifically permitted by the Review Board.

Any response an Owner may wish to make regarding the results of a design review must be addressed to the Review Board in writing.

### **5.4 FINAL DESIGN SUBMITTAL**

After preliminary approval is obtained from the Review Board, the following documents are to be submitted for final review; no review will commence until the submittal is complete:

1. Site plan (scale at 1" = 10' or 1" = 8'), showing the entire property, location of the Building Envelope, the residence and all buildings, driveway, parking area, existing and proposed topography, finished floor elevations, all protected plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, and site walls.
2. Foundation plan (scale 1/4" or 1/8" = 1'0"), showing finished floor elevations.
3. Roof plan (scale 1/4" = 1'0"), showing all roof pitches.
4. Building section (scale 1/4" = 1'0" or larger), indicating existing and proposed grade lines.
5. All exterior elevations (scale 1/4" = 1'0"), showing both existing and proposed grade lines, plate heights, roof pitch and an indication of exterior materials and colors.
6. Paint chips and literature as requested by the Review Board depicting or describing all exterior materials.
7. Complete landscape plan (scale 1" = 10' or 1" = 8'), showing size and type of all proposed plants, irrigation system, all decorative materials or borders and all retained plants.
8. On-site staking of all building corners and other improvements, if requested by the Review Board.

The submittal shall consist of one set of prints which shall be retained by the Review Board.

A Final Design Submittal must be received at the designated address of the Review Board (see Design Guidelines Section 6.4) by noon of the Friday preceding a scheduled meeting of the Review Board, in order to be included on the agenda for consideration. All such submittals received during each Saturday through Friday time span, regardless of the actual date submitted, shall bear an "effective date of submittal" which corresponds to the Friday ending that particular week's span.

### **5.5 DEFERRAL OF MATERIAL OR COLOR SELECTION**

An applicant may wish to delay the confirmation of landscaping intentions (if any) and final color or stonework selections until some point in time after the start of construction in order to better visualize landscape considerations, or to test an assortment of potential colors with actual materials intended for use. The Review Board will cooperate with the applicant in this regard, provided that no landscape work may be started, nor color or material applied, until such time as the Review Board has had the opportunity to review and consent to the final selections. We advise that the resubmittal should occur before the placement of any orders for materials to avoid potential restocking costs in the event of denial of the submitted item(s). Further, the provision stated here shall be a condition of Final Design Approval; therefore, application of any material, coating, or finish without the requisite resubmittal to the Review Board shall have the effect of voiding the approval in its entirety.

### **5.6 SITE INSPECTION**

As soon as the submission of final plans is complete, a representative of the Review Board will inspect the Lot to determine that the conditions as depicted in the final submittal are accurate and complete.

### **5.7 FINAL DESIGN REVIEW**

The Review Board will meet to review the submittal and will respond in writing within 10 days after their meeting, barring unavoidable delays, but no later than 30 days after the effective date of submittal.

Results of reviews will not be discussed over the telephone by members of the Review Board with an Owner, or his architect or builder, and no Owner, architect or builder shall have the right to attend any meeting of the Review Board unless specifically permitted by the Review Board.

Any response an Owner may wish to make regarding the results of a design review must be addressed to the Review Board in writing.

### **5.8 RESUBMITTAL OF PLANS**

In the event of any disapproval by the Review Board of either a preliminary or a final submittal, a resubmission of plans must follow the same procedure as an original submittal. The Review Board may assess an additional design review fee (which correlates to the relative consulting costs for duplicative review efforts), upon subsequent submittals which diverge substantially from previously reviewed applications for the same site, whether previously approved or denied.

### **5.9 PRE-CONSTRUCTION CONFERENCE**

Prior to commencing construction, the builder must meet with a representative of the Review Board to review construction procedures and coordinate his activities in Corkscrew Flats.

## **5.10 COMMENCEMENT OF CONSTRUCTION**

Upon receipt of final approval from the Review Board, and having satisfied all applicable Town of Breckenridge review processes, the Owner shall satisfy all conditions of approval and commence the construction of any work pursuant to the approved plans within one year from the date of such approval.

If the Owner fails to begin construction within this time period, any approval given shall be automatically revoked.

The Owner shall, in any event, complete the construction of any improvement of his Lot within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities.

If the Owner fails to comply with this schedule, or if the diligent and earnest pursuit of the completion of the improvement ceases, or is abandoned for a period of one calendar month, or a cumulative period of four weeks during any eight week span, the Review Board may, upon the passage of sixty days after written notification to the Owner, proceed to have the exterior of the improvement completed in accordance with the approved plans, or remove the improvement and restore the Lot to its pre-construction condition to the greatest degree possible. All costs relating to the completion or removal shall be borne and reimbursed to the Review Board by the Owner, to be secured by a continuing lien on the Lot.

## **5.11 INSPECTIONS OF WORK IN PROGRESS**

The Review Board may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the Review Board of work in progress or compliance with these Design Guidelines.

## **5.12 SUBSEQUENT CHANGES**

Additional construction or other improvements to a residence or Lot, or changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the Review Board for approval prior to making such changes or additions.

## **5.13 FINAL RELEASE**

Upon completion of any residence or other improvement, the Owner shall give written notice of completion to the Review Board.

Within 30 days of such notification, a representative of the Review Board may inspect the residence or other improvements for compliance. If all improvements comply with these Design Guidelines, the Review Board may issue a written approval to the Owner, constituting a final release of the improvements by the Review Board, which release is to be issued within 30 days of the final inspection.

If it is found that the work was not done in strict compliance with the approved plans or any portion of these Design Guidelines, the Review Board may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, which notice is to be issued within 30 days of the final inspection.

The Owner shall have 30 days from the date of notice of noncompliance within which to remedy the non-complying portions of his improvement. If, by the end of this time period the Owner has failed to remedy the noncompliance, the Review Board may take action to remove the non-complying improvements as provided for in these Design Guidelines, including, without limitation, injunctive relief or the imposition of a fine.

If the Review Board fails to issue a final release, and also fails to issue a notice of noncompliance to the Owner, within one year of the Review Board's receipt of the Owner's written notice of completion, the completed improvements shall be deemed to be in compliance with plans as approved by the Review Board, and in compliance with these Design Guidelines.

#### **5.14 NONWAIVER**

The approval by the Review Board of any plans, drawings, or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any provision of these Design Guidelines shall not constitute a waiver of same.

#### **5.15 RIGHT OF WAIVER OR VARIANCE**

The Review Board reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown. Upon submission of a written narrative request for a variance or waiver of one or more provisions of these Design Guidelines, the Review Board may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance with these Design Guidelines. No member of the Review Board shall be liable to any Owner or other person for any claims, causes of actions, or damages arising out of the granting or denial of any variance request by an Owner or his agent. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Review Board's right to strictly enforce these Design Guidelines against any other Owner. Each such written request must identify and set forth in narrative detail the specific guideline or standard from which a variance is sought, describe in detail the exact nature of the variance sought and be accompanied by the appropriate fee, as prescribed by the Review Board. Any grant of variance by the Review Board must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted.

#### **5.16 EXEMPTIONS**

Utility and maintenance buildings, structures, and cabinets located on non-residential tracts are exempted from the "Architectural Design Standards" portion of this document. However, the Review Board will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

The reconstruction by the Association or the Declarant after damage or destruction by casualty or otherwise of any Common Elements which is accomplished in substantial compliance with "as built" plans for such Common Elements shall not require compliance with the provisions of these Design Guidelines.

Repainting or re-staining associated with the prudent maintenance of an existing residence does not require subsequent approval by the Review Board, provided the paint/stain colors are identical to those initially approved by the Review Board for application to the residence.

## **5.17 DESIGN REVIEW FEE & CONSTRUCTION DEPOSIT**

A design review fee based upon enclosed total floor area. The fee is assessed at the time of preliminary design submittal, on both new construction and additions, or modifications to existing structures. The fee is non-refundable regardless of whether or not the Owner elects to proceed with construction. See Appendix E.

Variance requests will also be assessed a fee, as determined by the Review Board. The fee is non-refundable regardless of whether or not the variance is granted or denied.

## **6.0 REVIEW BOARD ORGANIZATION**

### **6.1 MEMBERS**

As provided in Article IX of the Declaration, the Review Board shall consist of the members of the Board of Directors of the Association, or appointees thereof.

### **6.2 DELEGATION OF AUTHORITY**

The Review Board may delegate its design and plan review responsibilities to one or more of its members, acting as a subcommittee of the Review Board, and/or professional design consultants retained by the Review Board on behalf of the Association. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire Review Board.

### **6.3 DUTIES**

It shall be the duty of the Review Board to perform those duties specified in the Declaration and these Design Guidelines, to consider and act upon such proposals or plans related to the construction of improvements within Corkscrew Flats project as are submitted pursuant to the Declaration and these Design Guidelines, to enforce the architectural provisions of the Declaration and these Design Guidelines, and to amend these Design Guidelines whenever, and in a manner, deemed appropriate by the Review Board.

### **6.4 ADDRESS OF REVIEW BOARD**

The address of the Review Board shall be the address established for giving notice to the Association, unless otherwise specified by the Review Board. Such address shall be the place for the submittal of plans and specifications and the place where the current Design Guidelines shall be kept.

The present address for Corkscrew Flats Review Board is:

Corkscrew Flats Design Review Board  
137 South Main Street  
Post Office Box 7  
Breckenridge, Colorado 80424

### **6.5 MEETINGS**

The Review Board shall convene at least once monthly as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act by the Board.

The Review Board shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken.

## **6.6 COMPENSATION**

Unless authorized by the Association, the members of the Review Board shall not receive any compensation for services rendered. However, a professional design consultant, retained to advise and assist the Review Board, and who is also serving as an appointed member of the Review Board as well, may be paid such compensation as the other Review Board members determine.

All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with their performance of their duties. Professional consultants or representatives of the Review Board retained for assistance in the review process shall be paid such compensation as the Review Board determines.

## **6.7 AMENDMENT OF DESIGN GUIDELINES**

The Review Board may, from time to time and at its sole discretion, amend or revise any portion of these design guidelines. All such amendments or revisions shall be appended to and made a part of the Design Guidelines. Each Owner is responsible for obtaining from the Review Board a copy of the most recently revised Design Guidelines.

## **6.8 NONLIABILITY**

Plans and specifications shall be approved by the Review Board as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications, neither the Review Board, the members or agents thereof, the Association, the Board of Directors of the Association, nor the Declarant assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the Review Board, any member or agent thereof, the Association, the Board of Directors of the Association, nor the Declarant shall be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of:

1. the approval or disapproval of any plans, drawings and specifications, whether or not defective;
2. the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
3. the development, or manner of development, of any property within the Corkscrew Flats project; or,
4. the execution and filing of a compliance or non-compliance certificate pursuant to these Design Guidelines, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed by him was taken in good faith.

Every Owner or other person, by submission of plans and specifications to the Review Board for approval, agrees that he will not bring any action or suit against the Review Board, any of its members or agents, the Association, the Board of Directors of the Association, or the Declarant, regarding any action taken by or on behalf of the Review Board. Approval by the Review Board of plans and specifications by or on behalf of the Review Board, or of the construction of any improvement at Corkscrew Flats, refers only to these Design Guidelines, and in no way implies, and shall not be deemed to be a representation or warranty that, the submitted plans or specifications for the improvement comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

## **6.9 ENFORCEMENT**

The Review Board may, at any time, inspect a Lot or improvement and, upon discovering a violation of these Design Guidelines, provide a written notice of noncompliance to the Owner causing the noncompliance, including a reasonable time limit within which to correct the violation. If an Owner fails to comply within this time period, the Review Board or its authorized agents may enter the Lot and correct the violation at the expense of the Owner of such Lot; said expense to be secured by a lien upon such Lot enforceable in accordance with the Declaration.

In the event of any violation of these Design Guidelines, the Review Board may, at its sole discretion and in addition to restoration or completion expenses, impose without limitation a punitive fine, commensurate with the severity of the violation.

## **6.10 SEVERABILITY**

If any provision of these Design Guidelines, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of these Design Guidelines, and of the application of any such provision, section, sentence, clause, phrase or work in any other circumstances, shall not be affected thereby, and the remainder of these Design Guidelines shall be construed as if such invalid part were never included therein.

## **6.11 OBLIGATION OF OWNERS TO MAINTAIN LOTS**

The adoption of these Design Guidelines, including the standards and procedures for architectural approval, shall not be construed as changing any rights, obligations or restrictions upon Owners to maintain or repair their Lots as may otherwise be specified in the Declaration or the rules and regulations of the Association.

## **6.12 INSPECTION OF CONSTRUCTION**

Any member or authorized consultant of the Review Board, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after reasonable notice to the Owner, in order to inspect improvements constructed or being constructed on such Lot to ascertain that such improvements have been or are being built in compliance with these Design Guidelines and the Declaration.

## **6.13 RELIANCE BY SUBSEQUENT OWNERS**

As to purchasers and encumbrances of a Lot in good faith and for value, unless notice of non-completion or nonconformance identifying the violating Lot and specifying the reason for the notice, executed by the Review Board, shall be recorded with the Summit County Clerk and given to the Owner of such Lot within one year after the expiration of the one-year time limitation for completion imposed under Design Guidelines Section 5.10, or, if later, within one year following completion of the improvement, or unless legal proceedings shall have been instituted to enforce compliance or completion within such one-year period, the completed improvement shall be deemed to be in compliance with plans and specifications approved by the Review Board and in compliance with the architectural standards of these Design Guidelines and the Declaration.

## **7. PROMULGATION AND BINDING EFFECT**

These Design Guidelines are promulgated by the Review Board in accordance with, and pursuant to the authority granted in, Article IX, Declaration of Land Use Restrictions for Corkscrew Flats Subdivision (the "Declaration"), recorded \_\_\_\_\_ in the public records of Summit County, Colorado. These Design Guidelines shall be deemed incorporated into the Declaration for all intents and purposes and shall be binding upon all Lots within the Corkscrew Flats project and upon all Owners or other persons having any interest in or to a Lot within Corkscrew Flats project subject to the Declaration and any Supplemental Declaration involving the lots at Corkscrew Flats. In the event of any conflict or inconsistency between the provisions of these Design Guidelines and the provisions of the Declaration pertaining to architectural control, standards or procedures, or to the Review Board, the provisions of these Design Guidelines shall be controlling.

## APPENDIX A - INDIGENOUS PLANT LIST

### TREES

Populus tremuloides	Aspen
Populus angustifolia	Narrowleaf Cottonwood
Populus balsamifera	Balsam Poplar
Picea engelmannii	Engelmann Spruce
Picea pungens	Colorado Spruce
Pinus aristata	Bristlecone Pine
Pinus contorta 'latifolia'	Lodgepole Pine
Abies lasiocarpa	Alpine Fir
Prunus virginiana	Choke Cherry

### SHRUBS

Alnus tenuifolia	Thin leaf Alder
Betula glandulosa	Bog Birch
Ribes inerme	Gooseberry
Ribes alpinum	Alpine Currant
Ribes aureum	Golden Currant
Ribes cereum	Squaw Currant
Juniperus communis	Common Juniper
Mahonia repens	Creeping Mahonia
Lonicera involucrata	Twinberry Honeysuckle
Artocostaphyllum uva-ursi	Kinnikinnick
Salix spp.	Willows
Artemisia tridentata	Bigleaf Sage
Rosa woodsii	Wood's Rose
Rubus idaeus v. strigosus	Wild Raspberry
Potentilla species	Native Potentilla
Sambucus pubens	Red-berried Elder
Chrysothamnus nauseosus	Rabbitbrush

### GRASSES

### FORBES

Rocky Mountain Penstemon	Rocky Mountain Columbine
Common Yarrow	Western Native Coumbine
Native Lupine	Indian Paintbrush
Pasque Flower	Cinquefoil
Native Sedum	Old-Man-on-the-Mountain
Pussytoes	Rocky Mountain Locoweed
Fernleaf Fleabane	Fireweed
Monkshood	Marsh Marigold
Shhoting Star	Wild Strawberry
Gentian	Sticky Geranium
Moneyflower	Blue Bells (Mertensia)
Delphinium	Pink Plumes (Geum)
Jacob's Ladder	Creeping Phlox
Sulphurs Flower	Showy Fleabane
Rocky Mountain Penstemon	Rocky Mountain Columbine
Common Yarrow	Western Native Coumbine
Native Lupine	Russell's Hydrid Lupine
Indian Paintbrush	Pasque Flower
Cinquefoil	Native Sedum

FORBES (continued)

Hybird Sedums	Old-Man-on-the-Mountain
Pussytoes	Rocky Mountain Locoweed
Fernleaf Fleabane	Showy Fleabane
Fireweed	Monkshood
Shooting Star	Wild Strawberry
Domestic Strawberry	Gentian
Sticky Geranium	Hybrid Geraniums
Delphinium	Monkeyflower
Blue Bells (Mertensia)	Jacob's Ladder
Pink Plumes (Geum)	Hybrid Geum
Sulpher Flower	Creeping Phlox
Hybrid Columbine	Penstemons
Anthemis	Alliums
Blue Flax	Wolf's Alyssum
Campanula	Dianthus
Gaillardia	Hens ' Chicks
Maltese Cross	Meadow Rue
Iceland Poppy	Hybrid Yarrow
Veronica, creeping	Thyme
Garden Sage	Chives
Beebalm	Mints
Chamomile	Comfrey
Costmary	Horseradish
Lovage	Tansy
Wormwood	

**APPENDIX B - APPROVED NATIVE AND COMPATIBLE PLANTS**  
**Supplemental Irrigation recommended**

**TREES**

Populus tremuloides	Aspen
Populus angustifolia	Narrowleaf Cottonwood
Picea engelmannii	Engelmann Spruce
Picea pungens	Colorado Spruce
Pinus aristata	Bristlecone Pine
Pinus contorta 'latifolia'	Lodgepole Pine

**SHRUBS**

Betula glandulosa	Bog Birch
Ribes inerme	Gooseberry
Ribes alpinum	Alpine Currant
Ribes aureum	Golden Currant
Ribes cereum	Squaw Currant
Juniperus communis	Common Juniper
Mohonia repens	Creeping Mohonia
Lonicera involucrata	Twinberry Honeysuckle
Lonicera tatarica 'A.R.'	Arnold's Red Honeysuckle
Arctostaphyllum uva-ursi	Kinnikinnick
Salix spp.	Willos (Bluestem, Creeping , Mountain)
Artemisia tridentata	Bigleaf Sage
Rosa woodii	Wood's Rose
Rubus idaeus v. strigosus	Native Raspberry
Potentilla species	Cinquefoil (Many cultivars)
Alnus tenuifolia	Thin Leaf Alder
Sambucus pubens	Red-Berried Elder
Sambucus canadensis 'aurea'	Golden Elder
Syringa x.prestoniae	Canadian Lilac
Syringa s.swegiflexa	Miss Canada & James McFarland
Cotoneaster acutifolius	Peking Cotoneaster
Caragana arborescens	Siberian Peashrub
Chrysothamnus nauseosus	Rabbitbrush

**GROUNDCOVERS AND VINES**

Cerastium tomentosum	Snow In Summer
Mahonia repens	Creeping Mohonia
Potentilla anserina	Silverweed
Ranunculus repens	Creeping Buttercup
Polygonum affine	Border Jewel
Humulus lup. neomexicanus	Native Hop Vine

## APPENDIX C - APPROVED PLANT LIST

In close proximity to residence

Supplemental irrigation recommended

### TREES

Acer glabrum	Rocky Mountain Clump Maple
Crataegus crus-galli	Cockspur Hawthorne
Crataegus phaenopyrum	Washington Hawthorne
Malus bechtel	Bechtel Crab
Malus radiant	Radiant Crab
Pinus aristata	Bristlecone Pine
Pinus cembroides edulis	Pinyon Pine
Prunus cerasifera 'Thundercloud'	Thundercloud Plum
Prunus virginiana 'Schubert'	Candiann Red Cherry
Pyrus calleryana 'Bradford'	Bradford Pear
Quercus gambelii	Gambel Oak

### SHRUBS

Acer ginnala	Amur Maple
Berberis atropurpurea	Redleaf Barberry
Berberis thunbergii	Greenleaf Japanese Barberry
Chamaebatiaria millefolium	Fernbush
Cotoneaster acutifolia	Peking Cotoneaster
Cotoneaster apiculata	Cranberry Cotoneaster
Hibiscus syriacus	Rose of Sharon
Juniperus sabina 'Buffalo'	Buffalo Juniper
Lonicera	Honeysuckle
Potentilla fruticosa	Native Potentilla
Potentilla fruticosa 'Abbotswood'	Abbotswood Potentilla
Potentilla fruticosa 'Gold Drop'	Gold Drop Potentilla
Potentilla fruticosa 'Jackman'	Jackman Potentilla
Prunus cistena	Purple Leaf Plum
Rhus trilobata	Three Leaf Sumac
Rosa foetida bicolor	Austrian Copper Rose
Salix irrorata	Blue Stem Willow
Salix purpurea 'Nana'	Dwarf Artic Willow
Sambucus cerulea	Blue Elderberry
Sambucus pubens	Native Red Berried Elder
Shepherdia argentea	Silver Buffalo Berry
Spireae 'Vanhouttei'	Vanhoutte Spirea
Syringa vulgaris	Common Lilac

### GROUND COVERS AND VINES

Cotoneaster horizontalis	Rock Cotoneaster
Cerastium tomentosum	Snow-In-Summer
Clematis ligusticifolia	Virgins Bower
Clematis orientalis	Yellow Clematis
Galium odoratum	Sweet Woodruff
Juniperus horizontalis	Horizontal Juniper
Lonicera japonica 'Halliana'	Hall's Honeysuckle
Parthenocissus quinquefolia	Virginia Creeper
Polygonum aubertii	Silver Lace Vine
Sempervivum tectorum	Hen and Chicks

**APPENDIX C - APPROVED PLANT LIST**

**In close proximity to residence  
Supplemental irrigation recommended  
(continued)**

**PERENNIALS**

Aquilegia sp.	Columbine
Dicentra 'Luxuriant'	Bleeding Heart
Gaillardia aristata	Blanket Flower
Gaillardia aristataa 'Goblin'	Dwarf Banket Flower
Geranium sp.	True Geranium
Linum perenne	Perennial Blue Flax
Lupinus sp.	Lupine
Penstemon sp.	Penstemon, Beard Tongue

**APPENDIX D - PROHIBITED PLANT LIST**

Elaeagnus angutifloia	Russian Olive
Ulmus parcifolia	Chinese Elm
Populus nigra 'Italica'	Lombardy Poplar
Tamarix sp.	Tamarix
Ulmus hollandica	Dutch Elm
All species of palm trees	Palms

**APPENDIX E - DESIGN REVIEW AND CONSTRUCTION CLEAN-UP DEPOSIT**

**DESIGN REVEIW FEE:**

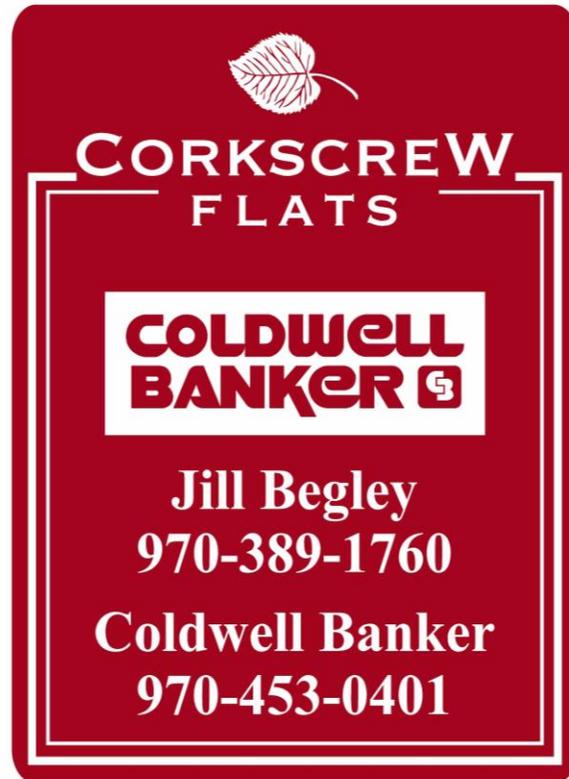
Single-family homes: \$0.30 per Square Foot.

**CONSTRUCTION DEPOSIT**

Single-family: \$5,000\*

\* A Construction Deposit of \$5,000 will be paid to the DRB prior to the start of any construction. The \$5,000 construction deposit will be held by the DRB until project construction is complete. At the completion of construction and the fulfillment of the terms and conditions agreed upon by the Design Review Board and the Owner prior to the start of construction or as the terms and conditions were revised during construction, the DRB will refund the Construction Deposit minus \$500. The \$500 retained by the DRB will be paid to the Homeowner's Association or the entity responsible for the ongoing subdivision street cleaning. In addition, any legal fees or Design Guidelines fines accrued by the DRB in the enforcement of the terms and conditions of the agreement between the Owner and the DRB will be assessed against the construction deposit

APPENDIX F--



Quote (1) 18"x24" single sided  
aluminum real estate sign rounded corners  
burgundy overlay with white lettering

Sign Safari  
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970-668-5438

