

CUCUMBER CREEK ESTATES DESIGN GUIDELINES

_____, 2018

1.0 STATEMENT OF PURPOSE

The Cucumber Creek Estates Design Guidelines (“Design Guidelines” or “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 in accordance with the Declaration of Covenants, Conditions and Restrictions of Cucumber Creek Estates (the "Declaration"), and pursuant to the authority granted therein to the Board of Directors of the Cucumber Creek Estates Owners' Association, Inc. (the "Association").

The Town of Breckenridge (“Town”) approved a Master Plan the Cucumber Creek Estates (including Tract A thereof) in the Planning Commission Staff Report dated April 25, 2017, regarding Item PL-2106-0017 (“Master Plan”). The Master Plan approved a total of 23 units within the Cucumber Creek Estates, including a mix of single family residences, cottages/clustered single family lots and duplexes, along with size, height and set-back requirements as described therein. These Design Guidelines are intended to institute that Master Plan.

A Colorado licensed architect is required for all building plans for the Cucumber Creek Estates. A Colorado licensed structural and civil/soils engineer is also required for each building design.

For the enjoyment and benefit of all Owners within the Cucumber Creek Estates, the concept of a small, dripline lots with maximum common element open space preservation has been developed. 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 Cucumber Creek Estates, 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 Lots 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 process required by the Town for obtaining a development permit. An application for a development permit should not be submitted to the Town prior to confirmation of Final Design Approval by the Review Board. However, the Cucumber Creek Estates Design Review Process is independent of the Town's review process and is solely intended to enforce these Design Guidelines. Therefore, each Owner or Owner's agent shall bear the responsibility for adherence to the Town's design and building code standards.

No building, fence, wall, landscaping or other structure or improvement of whatever type shall be commenced, erected or maintained on any Lot, 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 or staining of exterior walls, patio covers and railings, and fences, except in compliance with plans and specifications 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 none of the Review Board, the members or agents thereof, the Association, the Board of Directors of the Association or the Declarant assumes any liability or responsibility for such plans and specifications, 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.

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 Cucumber Creek Estates are 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 within the Cucumber Creek Estates for the mutual benefit and enjoyment of all its members.

2.1 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 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 and wildfire mitigation. The retention of trees over 8 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.

2.2 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.

2.3 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 edge of the Lot. 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.

2.4 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 Lot or Limited Common Element driveway. 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 Cucumber Creek Estates.

2.5 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 extend outside of a Lot except where they cross the front line of a Lot between the service tap and the Lot. 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, which include Upper Blue Sanitation District for sanitary sewer and the Town of Breckenridge for water.

2.6 WALLS AND FENCING

Site walls or fences may only be installed with the consent of the Review Board. Site walls, and must appear as a visual extension of the residence, using similar materials and finishes.

Structural retaining walls may not exceed an above-grade height of eight feet. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds eight 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.

2.7 OUTDOOR STORAGE

Outdoor areas housing trash containers, clotheslines, maintenance or service equipment such as snow blowers, or overflow storage are prohibited on the Common Elements, and 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.

2.8 MECHANICAL EQUIPMENT

No roof mounted or wall mounted mechanical equipment will be permitted. Exterior mechanical equipment may not be located on the Common Elements, and if 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.

2.9 STORAGE TANKS

Fuel tanks, water tanks or similar storage facilities are prohibited on or within the Common Elements, and must be shielded from view by walls or structure or installed underground.

2.10 ANTENNAS AND SATELLITE DISHES

Antennas or oversized satellite dishes (greater than one (1) meter 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.

2.11 SIGNAGE

No sign or signs shall be displayed to the public view from any Lot unless it meets the signage standards set by the Town and adheres to the following Cucumber Creek Estates signage requirements:

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;
2. The general contractor of a residence being constructed for resale may, with the consent of the Review Board and the Town, continue the display of its construction sign, for advertising and sales purposes after construction has been completed, until such time as the sale has been consummated;
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;
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, and also may be subject to approval by the Town.

2.12 ADDRESS INDENTIFICATION AND MOMUMENTATION

Individual address monuments or bollards are prohibited. Each home will be required to have its address posted on the building.

2.13 LIGHTING

A uniform street lighting scheme has been designed by the Declarant. No additional lighting by an owner may occur adjacent to the right-of-way.

Additional site lighting is permitted within a Lot, provided such lighting does not result in excessive glare toward the street or neighboring properties and is compliant with the International

Dark-Sky Association standards. All exterior lighting must be of a low-level subdued intensity and is subject to approval by the Review Board, and also may be subject to approval by the Town.

2.14 SWIMMING POOLS AND SPAS

Swimming pools on the common areas are prohibited. Spas must be designed as a visual extension of the residence through the use of walls or courtyards and must be shielded from view. All spas must be constructed according to Town regulations.

2.15 TENNIS AND SPORTS COURTS

Tennis courts and other sports courts on the common areas are prohibited. Wall-mounted or free standing basketball goals may be allowed subject to Review Board approval. Support posts and the backboard of a freestanding basketball goal shall be painted to blend unobtrusively with its visual backdrop surroundings.

2.16 TRANSITIONAL AREA

The transitional area is that area within a Lot that is not occupied by the residence, within which an Owner may enhance the landscape and provide a "transition" from the common areas to the residence, if desired. Minor alterations to the landscape installed by the Declarant are allowed, but only with the consent of the Review Board.

2.17 LOT RESTRICTIONS

No more than one (1) duplex building containing two (2) residences may be constructed on any Lot that is approved by the Town for construction of a duplex structure and/or identified on the plat as a duplex lot and no more than one (1) residential structure may be constructed on any Lot that is approved by the Town for construction of a single family residence and/or identified on the plat as a single family lot. Other outbuildings such as detached garages or storage facilities on the common areas are prohibited. The minimum separation between buildings, measured from eave to eave or deck to deck, is 10 feet.

3.0 ARCHITECTURAL DESIGN STANDARDS

Built units shall be roughly based upon the samples of typical unit plans and elevations approved by the Town in the Master Plan. Such designs should be customized and vary in size and detail.

The following architectural standards have evolved in response to climate and aesthetic considerations at Cucumber Creek Estates. 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 Lots in Cucumber Creek Estates, it is important that residential structures not overpower their setting; it is the intent of these Guidelines 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 shall not exceed such maximum square footage as may be allowable by the Master Plan:

- Single-family Home (maximum of six (6) on Tract A, only): 6,200 sq. ft. maximum
- Cottages/Clustered Single-Family Homes (maximum of 5 on Tracts B-F): 3,500 sq. ft. maximum
- Duplexes (maximum of 12 on Tracts B-F): 2,500 sq. ft. maximum

Any such maximum floor area is by no means guaranteed to fit onto each Lot and there may be Lots where such maximum allowable floor area may not be achievable due the size of the Lot and height limitations or 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. 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.

3.2 PREFABRICATED BUILDINGS

No building that is constructed off-site and requires transportation to any Lot, in whole or in part, 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

No portion of a structure (except for chimney elements) may exceed a true vertical height of thirty-two (32) feet for single family lots and thirty-five (35) feet for cottages and duplexes.

Building height measurements shall be measured in compliance with the Town's Development Code.

Chimney masses, exclusive of well-portioned caps, may extend a maximum of three and one-half feet (3.5') 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, patterned concrete or textured concrete block with an approved integral or applied color, may be considered in lieu of the mortar-wash appliqué.

3.5 EXTERIOR MATERIALS

There exist many traditions in high country architecture which will be encouraged at Cucumber Creek Estates, along with certain regional adaptations. Exterior materials should generally be natural materials that blend and are compatible with the native landscape. 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.

Large, unbroken planes of a single material shall be avoided. Recessed and projecting design elements such as plan offsets, projected cantilevers, plan recesses, bay windows, covered entries, chimneys, or porches, shall be used to break up the wall planes to create architectural visual interest. Offsets of 32" minimum dimension are highly encouraged.

Exterior wall materials may be of natural stone, heavy timber, distressed laminated beams, hewn logs, natural wood, painted wood, natural patina shakes, metal panels, wood shakes, or other materials approved by the Town. Railings shall be wood, metal or provided within enclosed roof forms. Unnatural materials, as determined by the Town's Development Code, shall not exceed 15% of any one elevation's total surface area.

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, metal 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 Cucumber Creek Estates.

3.6 ROOFS

Roof forms shall utilize gable configurations, barrel roofs, flat roofs, shed roofs, hip roofs and other complementary roof forms. Flat roofs may be used as secondary accent forms and should be centrally drained. All drainage should be designed and approved by the consulting civil/soils engineer.

Roofs shall be constructed to a Class A Assembly and roofing materials shall be non-reflective metal, heavy rusticated composition shingles, or fire retardant simulated shakes or shingles. The use of asphalt shingles of standard or medium thickness, any type of barrel or "S" tiles, asphalt roll roofing, and reflective metal surfaces is prohibited.

When similar residences are side by side, varying roof forms and building geometry are required.

Flat roofs, when visible from the public right-of-way or neighboring property, must be finished with 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.

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 within a Lot or upon decks or patios, provided they are lidded cookers. Fire pits are not permitted within the Common Elements, but may be installed within a Limited Common Element patio with the approval of the Review Board.

3.8 EXTERIOR COLORS

Our Review Board intends to preserve the appearance of the native landscape of Cucumber Creek Estates 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 of these Guidelines is 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.

All exterior material colors shall be in a natural palette in compliance with the Town's Development Code.

3.9 WINDOWS, DOORS AND SKYLIGHTS

All homes shall utilize aluminum clad wood windows. Corner windows, clerestory windows and geometric accent muntin patterns are encouraged. When similar residences are side by side, varying window patterns are recommended to make each building unique.

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.

In duplexes, entry and garage doors shall be arranged and separated to convey the feeling of custom single family residences where applicable.

3.10 BUILDING PROJECTIONS

All exposed metals such as fascia flashings, beam flashings, cap flashings, wall flashings, wall vents, roof vents, metal enclosures, flues and chimneys shall be of an approved color and non-reflective. Exposed flue pipes are allowed if cleanly detailed and painted a dark non-reflective color to match the roof color.

When similar residences are side by side, variation of metal elements, chimneys, vents and/or flues is required.

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.

Generally, 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. In duplex residences, garage door locations shall alternate between front-load and side-load configurations where possible.

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.

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

A Colorado licensed architect is required for all proposed building changes and future additions. No work shall be undertaken (other than routine maintenance and repair) which will result in changes in the exterior appearance, including painting and staining, without prior written approval of the Review Board. In addition, a Development Permit from the Town may be required.

It may be possible for Owners to provide additions and/or modifications to individual units as long as approval is obtained from the Association and Review Board and there is remaining density on the overall project. Written approval of the Association is required to include allocation of the density/mass prior to application to the Town for development permit review. Additions and modifications shall strictly adhere to these guidelines. Allocation and fees to acquire this density is at the discretion of the Declarant and the Association.

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 Cucumber Creek Estates. Any violation of these regulations by an Owner's agent, representative, builder, contractor or subcontractor shall be deemed a violation by the Owner. To enable the Review Board and the Association to have access to funds to enforce the terms of these Construction Regulations, prior to beginning any construction, an Owner must make a Construction Deposit as provided for in Appendix A, the amount of which may be amended from time to time by the Board of Directors by majority vote and substitution of an amended Appendix A.

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 of the Review Board's approval to perform work at Cucumber Creek Estates.

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

Construction trailers or portable field office may be located on the Lot if approved by both the Review Board and the Town.

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 within Cucumber Creek Estates. 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 Lot in a location where it will ultimately 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, and such amounts may be withheld by the Association from the Construction Deposit. 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 Cucumber Creek Estates.

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 Lot, clear of setbacks, or in an area approved by the Review Board.

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 Lot, or other area approved by the Review Board. 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. Blasting may only be done by licensed demolition personnel, with all requisite insurance coverage's as mandated by the Town, county and state statutes, specific to their blasting activity at Cucumber Creek Estates. 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 Cucumber Creek Estates.

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 Cucumber Creek Estates must be delivered to and remain within the Lot, clear of all setbacks, or

other area approved by the Review Board. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at Cucumber Creek Estates 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 any Common Elements within Cucumber Creek Estates 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 any Common Elements within Cucumber Creek Estates 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, including 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 adjacent Lots or any Common Elements is prohibited. Similarly, the use of or transit over the natural area or setbacks outside the Lot is prohibited, unless otherwise approved by the Review Board. 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 the 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, and such amounts may be withheld by the Association from the Construction Deposit.

4.18 CONSTRUCTION SIGNAGE

All signage must meet the requirements of the Town.

Individual signs, or construction sign attachments identifying individual sub-contractors, tradesmen, or suppliers are prohibited; identification of licensed tradesmen, when required by state or Town 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 may be further restricted by the Town. 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 7:00 p.m., Monday through Saturday, and no work is permitted on Sunday.

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 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 the Association 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 \$1,000,000 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 Cucumber Creek Estates. 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. The Association 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 Cucumber Creek Estates. 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 surrounding property, location of the Lot, 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 fifty cents (\$0.55) per gross enclosed square foot of residence and accessory buildings; provided, however, the minimum design review fee for any addition to a residence shall be One Thousand Dollars (\$1,000.00). 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 and one electronic set of all submittal materials, 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 surrounding property, location of the Lot, the residence and all buildings, driveway, parking area, existing and proposed topography, proposed 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). The Design Review Board will have thirty (30) days to review and respond to the Owner and architect.

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. The Review Board advises 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. 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 duplicitous 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 Cucumber Creek Estates.

5.10 COMMENCEMENT OF CONSTRUCTION

Upon receipt of final approval from the Review Board, and having satisfied all applicable the Town 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

The initial construction of all residential structures, duplex or single family, by the Declarant or any successor declarant is exempted from the Design Guidelines and all approvals and procedures provided for herein.

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 of the exterior of buildings undertaken by the Association does not require subsequent approval by the Review Board.

5.17 DESIGN REVIEW FEE

A design review fee based upon enclosed total floor area is set forth in Appendix A. 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. The fee may be changed from time-to-time by the Board of Directors by majority vote and substitution of an amended Appendix A.

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 of the Board of Directors.

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 to 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 Cucumber Creek Estates 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 Cucumber Creek Estates Review Board is:

Cucumber Creek Estates Design Review Board
c/o Breckenridge Lands, LLC
117 South Main Street
Post Office Box 7
Breckenridge, Colorado 80424

6.5 MEETINGS

The Review Board shall convene 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.

6.7 AMENDMENT OF DESIGN GUIDELINES

The Board of Directors 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 then current 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 Cucumber Creek Estates; 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 Cucumber Creek Estates, 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, Colorado 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 Board of Directors in accordance with, and pursuant to the authority granted in, Article IX of the Declaration. These Design Guidelines shall be deemed incorporated into the Declaration for all intents and purposes and shall be binding upon all Lots within the Cucumber Creek Estates and upon all Owners or other persons having any interest in or to a Lot within Cucumber Creek Estates subject to the Declaration. 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 the Declaration shall control.

APPENDIX A - DESIGN REVIEW FEE AND CONSTRUCTION CLEAN-UP DEPOSIT

DESIGN REVIEW FEE

Single-family homes and duplexes: \$0.55 per Square Foot for additions, with minimum fee to be \$1,000.00. The design review fee may be amended by the Review Board from time to time, in their reasonable discretion.

CONSTRUCTION DEPOSIT

Single-family homes and duplexes: \$10,000

The Construction Deposit will be paid to the Design Review Board (“DRB”) at the address listed in Section 6.4 prior to the start of any construction. The \$10,000 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 Association. 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. The Declarant is not required to pay a construction deposit for residences initially constructed on any Lot.