

RANCH AT ROARING FORK
Architectural Guidelines and Procedures

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Introduction

The Board of Directors encourages and welcomes projects that enhance the beauty and appearance of properties at the Ranch. These guidelines and procedures are to be interpreted, construed and applied to that effect.

The guidelines and procedures that follow are subject in their entirety to the Association's Second Amended Declaration of Covenants, Conditions, Limitations, Restrictions, Reservations, Liens and Charges recorded August, 1985, at Reception Number 364004, as the same may have been or may hereafter be amended (the "Declaration"), the Association's Bylaws as now in effect and as hereafter amended, and all the Association's Rules and Policies as now in effect or hereafter amended (the Declaration, the Bylaws, and the Rules and Policies are collectively referred to as the "Governing Documents"). In the event of any conflict between these guidelines and procedures and the Governing Documents, the Governing Documents control.

Every "Change in Property" (as defined in the Declaration) requires advance review and approval and all conditions of Article XIV must be satisfied and observed. See attached copy of Article XIV of the Declaration, including the definition of a Change in Property. Also refer to the Ranch Rules, Article III, Section E.

The Board has designated the Architectural Committee (the "Committee") to assist in the review and consideration of proposed Changes in Property. Owners are encouraged to meet informally with the Ranch Manager and the Committee to discuss any proposed change and the process and paperwork required for approval. When seeking required approvals, applicants should use the forms available on the Association's website and at the Office. The terms and requirements of those forms are incorporated as part of these Guidelines. These Guidelines shall constitute Rules adopted by the Association in accordance with Section 8.1(e) of the Declaration, with the same force and effect as if they were set forth in and were a part of the Declaration. They shall be applicable and applied in administering Article XIV of the Declaration.

I. Application and Review Process

Generally

Applications for approval will be scheduled for review and consideration only after an applicant has submitted to the Association a full and complete written application, including a full and complete description of the proposed change, all information required by Section 14.3 of the Declaration, and all other information and documents reasonably requested by the Association or the Committee (whether or not specifically enumerated in these Guidelines). Neighbors must always be notified before an Application will be deemed complete.

1. Within five (5) days of submission of an Application, the Ranch Manager or other Board designee (for convenience, the Manager or such designee is referred to herein simply as the "Manager") shall conduct an initial review of the Application to determine whether it is substantially complete. In making that determination the Manager shall consult with the Committee. The Manager may extend the review period for a reasonable additional period of time to the extent required by matters beyond the Manager's reasonable control. Notice of any such extension shall be provided to the Applicant. Such initial review will include an examination of whether:
 - a. All information and materials required by the Declaration and the Guidelines have been provided; and
 - b. The subject property is compliant with the Association's Governing Documents.
2. Appropriate notice must be given to members of the community. Applicants are encouraged to notify their immediate neighbors of any application, orally or in writing. Promptly after receipt of an Application, unless it is deemed incomplete (see Paragraph 4, below), the Manager or other Board designee will send e-mail notifications to immediate neighbors (adjacent and across the street in the case of a detached housing unit; to all other owners in the building in which a condominium unit is located in the case of a condominium unit) and to such other members of the community as the Manager, the Board, or the Architectural Committee deems reasonable and appropriate under the circumstances. In addition, notice of all Change in Property applications will be posted promptly on the Association's website.
3. In addition to the information requested in the Association's approved application forms, the Committee may ask an Applicant to provide supplementary materials and/or may request that plans and materials be provided in specific forms or formats (e.g. that plans be provided at a certain size and/or scale, and/or that materials be provided electronically and/or in a specified format to facilitate review).

4. If the Application is deemed incomplete, the Manager shall notify the Applicant in writing what additional materials or information are required. The Applicant shall have seven (7) days from such notice to provide the missing materials or information, or the Application will be deemed automatically denied except to the extent, if at all, that period is extended by the Manager in the Manager's sole discretion.
5. When an Application is deemed complete, the Manager shall notify the Applicant of such fact, in writing, and schedule a Committee meeting to act on the Application. The meeting may be conducted in person or in whole or in part by conference telephone call at the Committee's discretion. The meeting may be continued by the Committee to the extent the Committee deems that necessary to ensure adequate review. At that time the Committee will recommend to the Board of Directors approval or disapproval. Notice of the decision on the application will be posted on the Association's website and will be provided to any homeowner who requests it.
6. For the avoidance of doubt, no application shall be deemed complete or to provide a full and complete description of the proposed change unless and until written notice is provided to the Applicant as provided in Section 5, above.
7. Not later than seven (7) days after the meeting, the Manager shall provide written notice to the Applicant and the Board of the Committee's recommendation, including any recommended conditions to be placed on any approval. The Committee may extend the period in which to render a recommendation for a reasonable additional period of time as needed due to press of to the extent required by matters beyond the Committee's reasonable control, but always bearing in mind any deadlines contained in these Guidelines and/or Article XIV of the Declaration. Notice of any such extension shall be provided to the Applicant.
8. The Board shall act on the Committee's recommendation not later than the next regularly-scheduled Board meeting. In the alternative, the Board may choose to act on the recommendation by an action outside of a regularly-scheduled Board meeting in accordance with Section 6.8 of the Association's Bylaws. However, if there were neighbor objections or comments at the Committee or Manager level, the Board will notify those neighbors that the Board proposes to act outside of a Board meeting and give them an opportunity to comment and/or to request that the Board consider the application only at an open meeting. The Board shall have complete discretion to accept the Committee's recommendation, reject the recommendation in whole or in part, and/or to accept or modify conditions recommended by the Committee and/or to impose new ones.

9. The Board will notify the Applicant promptly of its decision, in writing, and in any event not later than 45 days after the date of written notice that the Application was deemed complete as provided in Section 5, above, except to the extent, if at all, the Applicant agrees to a later date.

Minor Applications

As authorized by the Declaration and as provided in Article III E. 2 and III E. 3. c. of the Ranch Rules, the Ranch Manager, after the Committee determines that it has received a full and complete application, including a full and complete description of the proposed change, has the authority to make decisions on an expedited basis on “minor applications.” Any such decision must be given in writing. The decision of the Ranch Manager, in consultation with the Committee, on what constitutes a “minor application” shall be final and binding. Examples would include, in the ordinary case, repainting a house in its existing color(s) (so long as from the approved palette), repairing or replacing a roof with substantially-identical design and materials (so long as from a list of approved materials), routine exterior repairs and maintenance, removal of dangerous or unhealthy trees, and minor landscaping changes. In all cases the Committee shall be notified promptly of the Association’s receipt of an application. An Applicant may appeal a decision of the Manager that denies a “minor application” or imposes conditions the Applicant deems unreasonable. Any such appeal must be in writing, must state with particularity the reasons for the Applicant’s objections, and must be filed with the Board not later than ten (10) days after the Manager’s written decision. The Board may require that the Applicant attend a hearing to consider such appeal, and may ask for the advice of the Committee with respect to it. The Board shall have complete discretion to affirm the Manager’s decision, reject it in whole or in part, and/or to accept or modify conditions recommended by the Manager and/or to impose new ones. The Board will notify the Applicant promptly of its decision, in writing, and in any event not later than 45 days after the Applicant’s appeal.

II. Fees

No fee shall be charged for review and consideration of applications for approval of a Change in Property. However, an Applicant will be responsible for the costs of professional services obtained by the Committee in accordance with Article III, and for any security deposit required in accordance with Article IV.

III. Architect and Other Professional Review

The Committee shall have the right to obtain professional advice from an architect of its choice and from any other professionals it deems reasonably necessary. The Committee shall inform the Applicant in advance if it elects to engage such services and the estimated professional fees. The Applicant will be responsible for the costs of all such professional services.

IV. Security Deposit

A security deposit may be required to ensure completion of an approved project in accordance with the approved plans and any imposed conditions.

V. Architectural Standards

All Changes in Property must comply with the following:

1. Roofing
 - a. Minimum 25-year architectural grade asphaltic shingles in any of four selected colors (samples are available at Ranch Office).
 - b. 12-inch metal standing-seam in “metallic bronze” or “rusty steel” colors only (except as otherwise recommended and approved, if at all, in accordance with e., below).
 - c. 24 gauge rusted, corrugated steel.
 - d. Alternate materials approved by the Board following receipt of Committee recommendation.
2. Exterior siding materials with natural textured appearance
 - a. Board and batten.
 - b. T-111.
 - c. Natural wood lap siding (e.g., cedar, pine, etc.).
 - d. Natural wood tongue and groove siding (e.g. cedar, pine, etc.).

- e. Stone, either natural or cultured (samples of acceptable/approved stone are available at the Ranch Office).
 - f. 24 gauge rusted, corrugated steel.
 - g. Cementitious siding with natural wood-grain surface (e.g., Hardie Board).
 - h. Alternate materials approved by the Board following receipt of Committee recommendation.
3. Exterior/Trim color
- a. All colors to be selected from the Sherwin Williams “Woodscape” palette.
 - b. Brand and quality of paint or stain to be determined by owner.
 - c. Final combination of exterior color and trim color subject to Committee recommendation and Board approval.
4. Windows
- a. Natural wood, vinyl or aluminum clad.
 - b. General style and appearance approved by the Board following receipt of Committee recommendation.
5. Stone Accents
- Natural or cultured (approved samples available at the Ranch Office).
6. Foundation/Retaining Wall
- a. Foundation shall not be left with cement or block exposed.
 - b. Retaining walls, especially those bordering wetlands, as in Ranch Creek, approved by the Board following receipt of Committee recommendation.
7. Chimneys
- All shall have fire retarders and shall be enclosed or encased to match or complement the exterior architectural theme.
8. Driveways
- All major remodels (the Committee, with Board approval, shall have sole discretion to determine what constitutes a “major remodel”) and newly-constructed homes shall have a paved driveway, except to the extent, if at all, otherwise approved by the Board following receipt of Committee recommendation.
9. General
- a. Subject to 9.b., below, all structures must satisfy recorded building envelopes, setbacks and easements. The Committee or Board may require that the Applicant provide a recent survey delineating such items.
 - b. Where setbacks are not otherwise specified or required, the following apply:

- i. Side Yard- 10 feet
- ii. Front Yard- 30 feet
- iii. Back Yard- 30 feet

Variations may be allowed in setbacks for unusual situations approved by the Board following receipt of Committee recommendation. Eaves, steps and open porches, patios and decks shall not be considered part of the building in computing compliance with building envelopes and setbacks. Any covered structure shall comply with building envelopes and setbacks.

- c. No building shall exceed 30 feet in vertical height measured from the finished elevation of the intersection of the center of the front street with a line drawn from the center of a lot perpendicular to the front line of the line, such total height to include the roof.
- d. NOTE: Garfield County may have separate, different or additional requirements that apply. Compliance with applicable Garfield County requirements is the Owner's responsibility, not the Association's.

10. Fences

- a. Any fence construction, alteration or removal constitutes a Change in Property requiring approval in accordance with the Governing Documents and these guidelines and procedures. The Committee or the Board may require that the Applicant provide a recent survey.
- b. The Association does not become involved in disputes or disagreements between neighboring property owners about the location of property lines or fences. Such disputes or disagreements are to be resolved directly by the involved parties. However, no existing fence is to be relocated, altered or removed until the dispute or disagreement has been resolved. In addition, and without limitation, as provided in a., above, any fence relocation, alteration or removal requires review by the Committee and approval by the Board (or, if applicable, by the Ranch Manager if a "minor application") in accordance with these guidelines and procedures.
- c. All fences shall be constructed of wood or alternate materials approved by the Board following receipt of Committee recommendation, shall not exist further forward than the front corner(s) of a house, shall not interfere with any easement (i.e., utility, fishing, pedestrian, etc.) and generally shall not exceed 6.0 feet in height from the ground. However, in situations where the community wants to maintain views of lakes, ponds, streams or viewscapes, only split rail or post and rail fences will be permitted, not to exceed 4.0 feet in height from the ground, except to the extent, if at all, otherwise approved by the Board following receipt of Committee recommendation. *[Amended 4/5/16]*
- d. Wire on the interior of any approved fence is permitted, but only if within a reasonable period of time it will rust and become less visible.

11. Easements

Utility easements, drainage easements, and other easements of record must be respected, whether shown on recorded plats, reserved or established in the Declaration, or otherwise.

12. Landscaping (also see Article VI, below)

- a. Any planned material change in landscape, particularly if it would materially alter the neighborhood appearance, streetscape or viewscape must be submitted for approval. When in doubt about whether a change is material, ask the Ranch Manager or the Committee. Neighbor input is required for approval of material landscaping changes.
- b. Applicants are encouraged to present preliminary landscaping plans at the time of an application for approval of new construction, additions, remodels or other material changes to a property. Final landscaping plans must be submitted for approval, and all approved landscaping must be completed, not later than 180 days after completion of approved new construction, additions, remodels or other material changes.
- c. All houses shall require outside faucets for irrigation, which shall not be tied into a water softener.

13. Exterior Lighting

Unless a “minor application” subject to approval by the Ranch Manager and the Committee, all exterior lighting included as part of new construction, additions, remodels or other material changes, is subject to the Committee’s review and recommendation and approval by the Board. Except to the extent, if at all, otherwise approved by the Board, “down light” fixtures shall be required for all such exterior lighting. Lights that are unreasonably bright or that cause unreasonable glare and that shine into neighbors’ windows or otherwise interfere with neighbors’ reasonably undisturbed enjoyment are not allowed.

14. Wetlands

Wetlands have been identified and inventoried by the Army Corps of Engineers. Owners of lots that contain wetland areas shall abide by all governmental restrictions and regulations governing such areas. Information pertaining to wetland management is available at the Ranch Office.

15. Outdoor/Lawn Art

Large or prominently displayed outdoor sculptures and art objects are considered landscaping and require approval by the Board following receipt of Committee recommendation. Neighbor input is required.

16. Satellite Dishes, Communication Antennas, etc.

- a. Individual condominium owners do not own the roofs, balconies, or exterior walls associated with their units, and are not authorized to install satellite dishes, antennas, or the like without specific written approval from the Board.
- b. Satellite dishes, communication dishes, etc. may be placed or located on individual homes and lots without required Association approval as and to the extent the Association is forbidden under federal law from requiring permits or approvals or imposing conditions on installation of the same. Owners must be considerate of the visual impact of such equipment on neighbors and others within the community.
- c. Subject to any applicable legal restrictions, any installation of solar panels shall be considered a Change in Property that requires an application, review and approval in accordance with these guidelines and procedures.

17. Utility Lines, etc.

All gas lines, power lines, telephone lines and television cables, including replacements and upgrades, must be buried underground at the unit owner's expense, out of sight from the source at the lot line. Lines and cables must not be strung or suspended on, or visible on, the exterior of any unit.

VI. Landscaping

Section 6.9(i) of the Declaration provides that no planting or gardening is permitted except within the confines of a lot or in Limited Common Element areas. The Board construes that to mean no planting or gardening outside such areas is permitted by or on behalf of an Owner but does not restrict planting or gardening by the Association itself. Section 6.9(i) also provides that the Board may establish uniform and non-discriminatory architectural and landscaping controls that permit Owners to install fences, hedges, trees, walls, and other structures within a Limited Common Element or Lot. Pursuant to that authority, the Board establishes the following controls:

- a. Except in the case of new construction, additions, remodels or other material changes to a property or in the case of landscaping that is subject to the requirements of Article V Section 12, above: Owners of single-family lots may establish, maintain and renew lawns, vegetable gardens and beds, flower gardens and beds, as well as ornamental trees, shrubs and other planting, so long as they are consistent with other plantings in the neighborhood, are well maintained, and comply with the Ranch Rules.
- b. Article V governs fence requirements and fence limits.
- c. Removal of a tree, shrub or plant exceeding 6 feet in height requires approval by the Ranch Manager, the Committee, and the Board.

In the event of a conflict between Article V and this Article VI, Article VI controls.

VII. Special Provisions Regarding Condominium Units and Limited Common Elements

The contents of individual condominium units and everything from the “bare walls” in generally are the property of the individual unit owner and the unit owner may change them without the need for Association approval.

However, the walls themselves, slabs, floors, ceilings, windows, doors, all in-wall wiring, and in-wall plumbing lines, among others, are the property of the Association. So are all of the features on the “out” side of the finished surfaces of interior spaces, such as siding, insulation, chimneys, and roofs (except for Limited Common Elements). When in doubt, ask the Ranch Manager. Any change to the Association’s property within any condominium unit and, generally, any change to any Limited Common Elements (such as, for example, patios, carports, storage areas and decks) requires an application and review and approval. Without limitation, this includes, for example, the construction of privacy fences or structures, changes to patios and balconies, painting or replacement of doors or windows, interior remodels that include disturbance of sheetrock that belongs to the Association, any change to any wiring or plumbing lines, and installation of a satellite dish or other communications device. When in doubt, ask the Ranch Manager.

The guidelines and procedures apply to condominium applications subject to this Article VII, except to the extent clearly inapplicable.

Without limitation, in reviewing any request for approval of a Change in Property for a condominium unit and/or any associated Limited Common Element, and except to the extent otherwise specifically provided, the Committee and the Board (and the Ranch Manager if and when applicable) shall follow the “Special Objectives” listed in Section 14.2 of the Declaration, including without limitation: (i) avoiding any change that would be unsafe or hazardous; (ii) the preservation of visual continuity of the condominium areas; (iii) assuring that any changes are of good and attractive design; (iv) assuring that all materials and workmanship are of high quality; and (v) consideration of any maintenance impacts. Without limitation, for any condominium Change in Property:

- a. Licensed professionals must perform all electrical and plumbing work.
- b. Owners must comply with the Association’s Asbestos Policy.
- c. “As built” plans must be provided.
- d. Landscaping such as shrubs, bushes, trees, and the like shall remain clear of stairwells and other Common Element structures.
- e. Any modifications, changes, or improvements made to Limited or Common Elements by an Owner shall be at Owners expense.
- f. The Owner must acknowledge that all elements of the Change in Property will be and remain the property of the Association, even if the Owner paid for the changes in whole or in part.

- g. Any reimbursement or credit to future assessments of past improvements completed by the Owner to a condominium will not be allowed.

Approved by the Board of Directors the 8th day of October 2018.

[Article XIV of the Declaration]

14.1 No Change in Property Without Approval. No Change in Property shall be made or permitted, with respect to any real property then part of the Project, except by Declarant itself or the Association, without the prior written approval of the Association and without compliance with the provisions of this Article XIV.

"Change in Property" shall mean: (a) The construction or expansion of any building, structure or other improvements, including utility facilities; (b) the destruction by voluntary action or the abandonment of any building, structure or other improvements; (c) the excavation, filling or similar disturbance of the surface of land including without limitation, change of grade, stream bed, ground level or drainage pattern; (d) the clearing, marring, defacing or damaging of trees, shrubs, or other growing things; (e) the landscaping or planting of trees, shrubs, lawns or plants; or (f) any change or alteration, including without limitation, any change of color, texture or exterior appearance from any previously approved Change in Property.

14.2 Certain Special Objectives. The Association shall have complete discretion to approve or disapprove any Change in Property. In exercising such discretion, the Association shall keep the following objectives in mind, among others: To carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration; to prevent any change which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve as much as possible visual continuity of the area and to minimize marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to assure that materials and workmanship for all improvements in the area are of high quality comparable to other improvements in the area; and to assure that any property will require as little maintenance as possible so as to assure a better appearing area under all conditions.

14.3 Conditions Precedent to Approval. Prior to expenditures of any substantial time or funds in the planning of any proposed Change in Property, the Owner of the property shall advise the Association in writing of the general nature of the proposed change; shall, if requested by the Association, meet with a person or persons designated by the Association to discuss the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Association; and shall, if requested by the Association furnish the Association with preliminary plans and specifications for comment and review. After the nature and scope of a proposed Change in Property is determined and prior to the commencement of work to accomplish such change, the Association shall be furnished in duplicate, by the Owner of the property, with a complete and full description of the proposed change in writing and with a plot plan covering the

particular parcel of property, drawn to such scale as may be reasonably required by the Association, showing all boundaries, showing existing and proposed contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed utility and sanitation facilities and showing the existing and proposed substantial trees or shrubs. There shall also be furnished to the Association by any Owner of property any and all further information with respect to the property or the proposed Change in Property which the Association may reasonably require to permit it to make an informed decision on whether or not to grant approval to the change. If the drainage pattern of any property will be affected by a change, the Association may require submission of a report on the effect by a qualified engineer or geologist. With respect to all buildings and other structures, the Association may require submission, in duplicate, of floor plans, elevation drawings, and final work drawings, all drawn to such scale as may be reasonably required by the Association; descriptions of exterior materials and colors and samples of the same; and final construction specifications. Where buildings or structures or other improvements which reasonably require plans and specifications are proposed to be constructed or built, the Association may require that the plans and specifications be prepared by a practicing licensed architect and that a fee of \$200 be paid to the Association to cover costs and expenses of review, provided that all or part of the fee may be waived by the Association in its discretion if the plans and specifications furnished are prepared by a practicing licensed architect or are easy to review. No proposed Change in Property shall be deemed to have been approved unless approval is in writing provided that approval shall be deemed given if the Association fails to approve or disapprove a proposed change or to make additional requirements or request additional information within 45 days after a full and complete description of the proposed change has been furnished in writing together with a written and specific request for approval.

14.4 Prosecution of Work After Approval. After approval of any proposed Change in Property, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and with any plans and specifications therefor given to the Association. Failure to accomplish the change within one year after the date of approval or to complete the proposed change strictly in accordance with the description thereof and plans and specifications therefor shall operate automatically to revoke the approval of the proposed change and, upon demand by the Association, the property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Association and its duly appointed agents may enter upon any property at any reasonable time or times to inspect the progress or status of any Change in Property being made or which may have been made. The Association shall have the right and authority to record a notice to show that any particular Change in Property has not been approved or that any approval given has been automatically revoked.

14.5 Assignment of Functions. Any functions to be performed by the Association pursuant to this Article XIV may be assigned by the Association to Declarant or to one

or more officers or agents of the Association in whole or in part at any time or from time to time at the sole discretion of the Association.