

**ST. VRAIN RANCH
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**DESIGN GUIDELINES AND
RULES AND REGULATIONS**

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**ST. VRAIN RANCH
DESIGN GUIDELINES AND
RULES AND REGULATIONS**

I. DESIGN GUIDELINES

1. INTRODUCTION

1.1 Purpose and Intent

The following Design Guidelines (“DG”) have been prepared to ensure that the goals and vision are realized for properties in the Planned Community known as St. Vrain Ranch.

All property owners or their tenants are required to obtain written approval from the Design Review Committee (“DRC”) prior to commencement of the construction of any exterior improvements to a single family dwelling unit and/or lot. Failure to obtain written approval prior to commencement of construction of such improvements will result in assessment of fines in the amount of \$500 per occurrence, and any costs of collections. (See Section 6.9, 8.2, and 8.3 of the Master Declaration.)

The purpose of these DG is to provide specific design criteria for the subsequent improvement or modification of properties and for the development and subsequent improvement or modification of landscapes within the community. The DG are designed to establish and maintain a quality community appearance, assure compatibility, direct character and form, and enhance value.

The DG also allow individual identity, yet complement an overall community theme. While the DG ensure that each property relates to the overall community image, they do not inhibit innovative design. They provide clear direction and specific criteria for evolving an overall sense of community.

All development within St. Vrain Ranch is to abide by the applicable criteria established by these DG in addition to the development standards established by the Town of Firestone.

1.2 Community Concept and Character

The community design concept for St. Vrain Ranch provides for residential homes and other properties to be linked by public roadways and pedestrian walks.

1.3 Relationship of the Design Guidelines to Other Regulations

The DG are not intended to supersede applicable federal, Colorado, or Firestone codes or ordinances or development plans applicable to the Community. In case of conflict or discrepancy, or for subjects not addressed in the DG, the most stringent interpretation of, governing agencies, codes and/or regulations shall take precedence. The DG are issued by the Design Review Committee (“DRC”).

The DG are to be used by owners when modifying or upgrading properties or landscaping on individual properties within St. Vrain Ranch.

The DG will also be used by the St. Vrain Ranch Design Review Committee (“DRC”) in reviewing proposals to determine their relative conformance to the overall design objectives and criteria.

The DG are intended to cover each site-specific or lot-specific issue, and community issues such as edge treatments and relationships to adjacent land uses. The DG are to be used in conjunction with the recorded Declaration.

1.4 How to Use the Design Guidelines

The DG are organized into major elements such as Site Planning and Design, Architectural Design and Landscape Design and procedural sections such as Submittal Requirements and Owner Construction Period Regulations. Each element is introduced with a description of intent followed by specific items within each element.

There are no established “number” of design criteria that must be met in each proposal. The relationship between design variables is dynamic and each combination of elements is perceived differently. The DG identify those elements that should be considered, and define performance characteristics the elements should have - but there is no “standard formula” for an “appropriate” design solution. In all instances, the DRC will consider the interrelationship of the design variables, and the specific criteria.

2. SITE PLANNING AND DESIGN

2.1 Site Standards/Setbacks

Minimum setbacks for all Properties have been or may be established by the Town of Firestone.

The siting of the Improvements proposed for a Property should be responsive to any and all of the following site features: (please see following page)

Existing Grades
Draining Patterns
Topography
View Corridors
Sun Exposure
Vegetation
Adjacent Home Sites and Their View Corridors

The proposed Improvements should be sited to take advantage of existing views and microclimatic conditions while respecting existing terrain, vegetation, and adjacent land uses.

2.2 Accessory Structures

Accessory structures, i.e., “storage sheds”, are not allowed on any property without specific approval of the DRC. Builders and owners are encouraged to provide for storage space in garages; provided, however, such storage may not interfere with the primary use of garages. Any accessory structure must be architecturally compatible with the residence or improvements.

Accessory structures, i.e., “storage sheds”, should be constructed with like materials and should be painted the same color as the single family dwelling unit. Accessory buildings should be placed in a manner which will not interfere with view corridors along the St. Vrain Trail and the other common areas, or those of adjacent properties. Accessory structures must conform to the height limitations set forth in the Master Declaration and should not exceed the fence line, without specific approval of the DRC (See Section 6.11 of the Master Declaration).

2.3 Concrete Driveways and Parking Areas

Concrete driveways and parking areas may only be expanded with the prior written approval of the DRC. Driveways and parking areas composed, lined or covered by gravel, stone, crushed rock or similar material are not permitted (See Sections 6.11 (a), (b), (d), and (e) of the Master Declaration).

2.4 Dog Runs

Dog runs will be allowed if they can be reasonably isolated and screened from adjacent properties. Dog runs may not exceed height limits and should not be visible above fence line. Dog runs on property with two rail fences must be specifically approved by the DRC. Dog runs should be placed in the landscape plan in a manner which takes into consideration adjacent home sites. All dog runs must be approved as a part of the landscape plan. Local ordinances regarding noise, odors, and other nuisances will be in effect (See Sections 6.4, 6.12, and 6.18 of the Master Declaration).

2.5 Gardens

Vegetable gardens will be allowed in rear yards. Flower gardens are encouraged in the front or side yards as a complement to the landscape installed by the builders. Reference Landscape Design for additional information.

3. ARCHITECTURAL DESIGN

3.1 Purpose and Intent

The architectural character of the properties in St. Vrain Ranch is intended to reflect regional character with a variety of interesting and compatible relationships of form texture and style. Additionally, economic factors, environment concerns, and construction practices prevalent in the industry are important influences. These DG are intended to promote a high level of design quality, assure compatibility between residential products within the Community, and guide character and form. Together, these key components comprise an essential part of the St. Vrain Ranch image.

The architectural theme for St. Vrain Ranch has been established by the Declarant and is best characterized by a commitment to regional design styles that demonstrate form elements with shadow-lines, building materials with strong textures, and exterior colors complimentary to the natural environment.

There is no single “correct” architectural style for properties in St. Vrain Ranch, yet all design elements are expected to relate clearly to the established design theme.

This identification and compatibility with the established architectural theme is expected to be achieved at all levels of design identification, including individual dwellings, “streetscenes”, and the total community.

3.2 Color

The Color of exterior materials should generally be subdued to blend with the colors of the natural landscape. Generally muted color tones are recommended, although occasionally accent colors used judiciously and with restraint may be allowed. Use of highly chromatic or “bright” colors is to be avoided. The color of paint or other surface covering of all exterior surfaces must be approved by the DRC.

3.3 Materials

Exterior surfaces should be of natural and such other materials that blend and are compatible with the community and the landscape. The use of each material shall be a truthful and appropriate expression of the characteristics of that particular material. Use of brick, wood, stucco and stone is preferred. Exposed concrete blocks, painted concrete, multi-colored masonry, mirrored glass, metal siding, prefabricated metal buildings, simulated brick, unnatural brick tones, and silver finish aluminum doors and windows shall not be acceptable. Any addition to the existing permanent structures (decks, balconies, patios, etc.) should consist of materials used in the majority of the construction of the single family dwelling unit. Architectural “add-ons”, appliquéés or obviously simulated materials shall not be acceptable.

3.4 Roofs

All roofs and replacement of roofs shall be of a material, color and texture approved by the DRC. Replacement material shall be the same quality or better, unless otherwise approved by the CRC in its sole discretion, and the shingle shall match the original texture and color. The general appearance of the dwelling is an important consideration.

3.5 Building Projections - Massing of Components

All projects including, but not limited to, chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways, shall match the color of the surface from which they project or shall be of an approved color. Vents are to be painted to blend with the roofing.

3.6 Garages

Garage doors shall be painted the same color as the predominant color of the dwelling, not a contrasting color (See Sections 6.11 (d), (e), (f), and 6.13 of the Master Declaration).

3.7 Satellite Dishes/Solar Panels

Large satellite dishes will be prohibited in favor of the smaller (18”) varieties unless otherwise approved by the DRC. Solar panels shall be ground mounted or laid flat on the same plane as the roof. Solar panels shall not be built on stilts.

3.8 Building Codes

All structures will conform to all applicable building codes and ordinances. Approval by the DRC does not constitute or imply compliance with such codes and ordinances.

4. LANDSCAPE DESIGN

4.1 Purpose and Intent

The Landscape Design criteria are intended to supplement the Site Planning and Architecture Design criteria to integrate structures into the community. Additionally, landscaping should have compatibility with adjacent properties, the project's streetscape, and ultimately transition into perimeter landscaping. The DRC reserves the right to require landscape components as part of the architectural approval, if in the opinion of the DRC, the architectural design needs specific assistance to meet the intent of the design guidelines.

4.2 Timing and Components

Front yard landscaping of single-family lots may be provided by the builder as part of the initial sales package. However, fencing and landscaping, including rear and side yard landscaping and fencing is the obligation of the owner. The DRC requires complete landscaping plans for the rear and side yard landscaping with confirmation of the intent to carry out acceptable landscape construction practices. At the time of, or when possible following construction of the residential structure on a property, but not later than one (1) year following the closing or first occupancy of a property, whichever occurs first, the rear and side yard shall be suitably landscaped with grass, shrubs and trees. In the event this landscaping has not been completed within one (1) year following the closing or first occupancy of a property, whichever occurs first, landscaping requirements as set forth in the Declaration shall be enforced.

Property owners, their builders, or other representatives are required to reduce the disruption to the community during the excavation and grading process. Consideration of snow storage and eventual runoff must be a consideration during the construction process. Existing and natural draining corridors should be used to reduce the impact on adjacent properties (See Section 6.9 of the Master Declaration).

4.3 Fencing

Fencing at St. Vrain Ranch is subject to review and approval by the DRC. Owners are required to install and maintain side lot line and rear lot line fencing. Fencing is required to provide a sense of security, provide confinement for family activity, yet avoid complete physical and visual enclosure. It is intended that plant material integrate the fencing into the community to enhance desired visual enclosure. Fences are considered architectural extensions of a property. Fencing should be complemented by foundation plantings so that the fence “disappears” into the landscape. Fencing is prohibited in front yards (See Section 4.2 of the Design Guidelines and Rules and Regulations and Section 6.9 & 8.7 of the Master Declaration).

4.4 Site Drainage and Grading

All structures and landscape elements shall be placed on the property so that the existing topography shall be disturbed as little as possible. All plant materials will be maintained by owner in a condition as least as good or better than the condition at the time of installation. Shrubs, bushes, and trees must be trimmed and not be allowed to cross property lines or intrude on public right of way (trails, sidewalks, common areas, or thru fences). All landscaping shall be trimmed to allow full use of driveway. Finish grading shall be such as to prevent ponding or washing of water on the site and on adjacent property while providing for a rolling lawn area. Drainage shall be away from structures. Newly graded areas shall be protected against erosion. Location of topsoil stockpiles, barrow pits on site, and excess material disposal areas are subject to DRC approval. Owners are encouraged to utilize soils engineers and landscape professionals to help ensure proper drainage is maintained (See Section 6.9 of the Master Declaration).

4.5 Plant Materials

All plant materials used in the landscape should be compatible with the local climate or be native or naturalized to the area.

4.6 Lawn

Lawn areas should be designed and installed to ensure proper drainage is maintained.

4.7 Yards

All landscaping in the yards shall be maintained by the owner in a condition at least as good as or better than the condition at the time of installation. All lawns shall be maintained in a weed free condition and shall be a length in conformance with the town ordinance (See Section 6.9 of the Master Declaration).

4.8 Rock and Mulch

Planting beds visible from an internal public right of way or private street may utilize a woody mulch or rock. Woody mulch provides a favorable environment for plants, reduces irrigation requirements and minimizes long-term maintenance costs.

All mulch and rock should be placed over a weed barrier fabric and be kept in place with a steel, plastic or brick edger. All edging should be installed to prevent damming of water near the foundation. Planting beds, woody mulch, and rock areas should be free of weeds and trash.

4.9 Lighting

No exterior lighting other than that provided by the builder shall be allowed on any Property except with the written approval of the DRC. Subdued exterior lighting may be allowed by the DRC for such purposes as illuminating entrances, decks, driveways, landscaping and parking areas, and other approved purposes such as seasonal decoration (See Section 6.12 of the Master Declaration).

4.10 Landscape Components Not Allowed

No artificial plants of any type are to be used in the landscape. Any area visible from a public right of way shall not have yard decorations such as plastic, fiberglass, concrete or iron animals, birds or human replicas, windmills, or other agricultural equipment, wagon wheels, mechanical equipment incorporated into mailboxes or other unnatural landscape element (See Section 6.8 of the Master Declaration).

5. DESIGN REVIEW AND APPROVAL PROCEDURE

5.1 Submission of Plans by Owners

Plans and specifications for landscaping, additions to properties or other improvements requiring the prior approval of the DRC will be submitted by owners to the DRC as specified in the Declaration and according to the following submittal and review procedures. Plans, including the items outlined on the following page, are to be submitted to the DRC. The DRC shall conduct a review during a meeting, provided that the plans are according to the requirements outlined on the following page. Should the plans be approved, the owners may apply for the appropriate building permit(s), and when approved, begin construction. In case of disapproval, the resubmittal of plans shall follow the resubmittal procedure. If a review fee is required, plans will not be reviewed until the review fee is paid. Plan review fees may be paid at the time of submittal. The review fee schedule, if any, shall be determined by the DRC (See Section 6.9 of the Master Declaration).

A member of the DRC will be available as needed and an appointment should be made at least one (1) week in advance by calling the management agent.

Four (4) copies of the plans and specifications are to be submitted for approval. Plans shall include:

- a) An approximate time schedule indicating starting and completion dates.
- b) If the plans are confusing or difficult to read or review, the DRC may require a site plan with designation of all elements (at no smaller than one inch (1") = thirty feet (30') showing building location, including accessory improvements.
- c) Complete rear and side yard landscaping plan, including areas to be irrigated, and a description of landscaping materials shall be provided to the DRC.
- d) Approval by the DRC shall be issued in writing.
- e) Construction shall not commence until all of the above requirements are satisfied.
- f) Additional construction to a dwelling and/or changes after completion of an approved structure must be submitted to the DRC for approval before initiating such changes and/or additions.

5.2 Resubmittal of Plans

In the case of disapproval of any submission, any resubmission of plans will follow the same procedure as an original submittal. In the event a decision by the DRC is felt to be unjust, a request may be submitted in writing to the DRC within seven (7) days of the date of notification of the decision for a waiver. This request shall contain the reasons why the decision is felt to be unjust and any other explanatory material that would be helpful to the DRC in reviewing the situation. A meeting of all parties concerned may be arranged when warranted and the decision of the DRC at any such meeting or after reviewing this material will be final.

5.3 Accuracy of Plans

Any owner submitting plans for approval to the DRC shall be responsible for the verification and accuracy of all Property dimensions, grade, elevations and the location of the key features of the natural terrain. Each owner shall certify to the accuracy of that before the DRC will undertake its review.

5.4 Work in Progress

The DRC may inspect all work in progress and give notice of non-compliance. Absence of such inspection and notification during the construction period does not constitute either approval of the DRC of work in progress or compliance with these DG or the Declaration.

If, during construction, changes occur to an improvement which cause it to be significantly different from the approved documents, a request for approval of these changes shall be submitted to the DRC by furnishing four (4) copies in the following manner:

1. A written statement giving the reason such changes are desired.
2. A complete description of the change, including drawings, specifications and any other descriptive material required by the DRC.
3. The DRC may charge a fee for review of the changed plans as determined by the DRC.

If case of disapproval of the changes, resubmission of plans or request for a waiver shall be in accordance with paragraph 2 above.

5.5 Completed Work

1. Upon completion of any improvement for which approval was given by the DRC, notice of completion shall be given to the DRC.
2. In addition to the applicable provisions of the Declaration, and within such reasonable time as the DRC may determine, but never exceeding ten (10) days from receipt of such written notice of completion from the owner or its duly authorized representative, the DRC may inspect the improvements. If it is found that such work was not done in strict compliance with the plan submitted or required to be submitted for its prior approval, it shall notify the owner in writing of such non-compliance, specifying in reasonable detail the particulars on non-compliance, and shall require the owner to remedy the same.

5.6 Covenant Variations and Waivers

The DRC may grant a waiver or variance of any provision herein upon petition in writing by an Owner showing a personal hardship. The matter shall be considered in a reasonable time by the DRC. In its sole discretion, the DRC may request additional information from the Owner or other affected parties, including the appearance of the Owner before the Committee. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the DRC granting the relief and the conditions of the relief. In addition, the DRC is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the DRC shall determine appropriate under the circumstances. DRC proceedings are closed proceedings, unless otherwise agreed in writing by the DRC and affected Owner. DRC decisions are final and no right to an appeal exists to the Executive Board. However, the Executive Board expressly reserves the right in its sole discretion to review, alter, amend, revise or otherwise change any decision made by the DRC.

5.7 Non-liability of the DRC and Declarant

Neither the DRC, the Executive Board, the Association, nor the Declarant, or their respective successors or assigns, agents or authorized representatives, shall be liable in damages to anyone submitting plans. This exemption from liability shall be for any reason, including because of mistake in judgment, negligence or nonfeasance. Every owner or other person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the DRC or Declarant to recover damages.

5.8 Enforcement

These DG may be enforced by the DRC or the Association or the Declarant as provided in the Declaration.

6. **CONSTRUCTION PERIOD REGULATIONS**

In the interest of all owners, the following regulations shall be enforced during the construction period of any improvements on a Property. These regulations shall be a part of the construction documents and contract for each property, and all Participating Builders and Owners shall abide by these regulations.

6.1 Construction Hours

Construction work on any structure or building site shall not commence before 7:00 a.m. or continue after 7:00 p.m.

6.2 Excavation

Excess excavation material may be required to be removed from the property. Excavation, except utility trenching, shall be on the owner's site only.

6.3 Utilities

Contractors will use only the utilities provided on the site on which they are working. Accessing utilities from any other site without written permission of the owner of that site is trespassing and violators may be charged.

6.4 Debris and Trash Removal

Periodic clean-up of construction sites of owners is mandatory. All trash and debris shall be stored in a fenced or other appropriate trash disposal area and shall be removed from the trash disposal area on a periodic basis. All street(s) and open space shall be kept free of debris or soil from construction on an owner's Property.

6.5 Vehicles and Parking

Construction vehicles shall not damage any improvements or public streets, including damage from dripping oil.

6.6 Restoration of Property

Upon completion of construction, each owner shall clean the construction site and repair all damaged property. Repairs shall include, but shall not be limited to, restoring grades, planting shrubs and trees as approved or required by the DRC, repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

In addition, the owner shall be held financially responsible for the cost of site restoration/revegetation and refuse removal required on all adjacent properties because of trespass or negligence by their employees or subcontracted agents.

6.7 Noise and Odor

Reasonable efforts shall be made to control noise and odor emitted from construction areas.

6.8 Timely Prosecution of Work After Approval; Assessment for Non-Compliance: Residential Structures

Owner shall commence construction of residential structure within one (1) year from date of owner's purchase or acquisition of lot. "Owner" includes builders as well as end-purchasers. Construction of the residential structure shall be completed within the earlier of twelve (12) months after the date of Design Review Committee approval of the

application for the residential structure, or two (2) years from the date of original purchase or acquisition of the lot. The DRC is authorized to assess an owner for non-completion of improvements in a timely manner, as provided for in this paragraph, in an amount not to exceed \$10,000 per lot. The DRC is authorized, but under no obligation, to agree to reasonable modifications and extensions of the requirements of this paragraph. The remedies in this paragraph are in addition to any other remedies provided in the Declaration or these Design Guidelines, or under the statutes and laws of the State of Colorado.

7. AMENDMENTS

The DRC shall have the right to amend and modify these DG at any time in its sole discretion; provided, however, any additional requirements in connection with the construction of Improvements by Participating Builders should be subject to the prior approval of any affected Participating Builder, such approval not to be unreasonably withheld. Copies of all modifications or amendments may be sent to each owner of record within thirty (30) days after their adoption, or may be held by the DRC or the Association for distribution upon request.

II. RULES AND REGULATIONS

These Rules and Regulations have been adopted and implemented to protect the investment of the members and to enhance the values of the properties subject to regulation by the Association.

8. ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO PROPERTY

No alterations, additions or improvements may be made to a Property without the prior written consent of the DRC established by the Declaration. The DRC may adopt guidelines, which guidelines, as amended from time to time, shall be deemed incorporated within these Rules.

9. APPROVED BUILDERS/PARTICIPATING BUILDERS

No contractor or builder shall construct initial Improvements to a Property unless such contractor or builder shall have been first submitted to and approved in writing by the DRC or Declarant.

10. PET RULES

- a) Leashes Pets must be restrained by a leash when outside a home. Pets, including dogs and cats, shall not be allowed to roam unrestrained in the Community or on any Common Elements.
- b) Clean Up Pet owners must pick up and police after their pets.

- c) Control Pets must be kept under control at all times.
- d) Noise Pet owners must use reasonable care to control nuisances and disturbances caused by pet, i.e. barking (See Section 6.5 (e) of the Master Declaration).

11. PROPER USE OF COMMON ELEMENTS

Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common elements.

12. COMPLIANCE WITH LAW

No immoral, improper, offensive or unlawful use may be made of a home or Property. Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and with all local ordinances, rules and regulations. The violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for any violation or noncompliance.

13. COLLECTION PROCEDURES

The Association has adopted the following procedures and policies for the collection of assessments and other charges of the Association.

a) Due Dates The assessment as determined by the Association and as allowed for in the Declaration, and By-laws shall be due and payable on the 1st day of April of each year. Assessments or other charges not paid to the Association by May 1st of each year in which they are due shall be considered past due and delinquent.

b) Late Charges Imposed on Delinquent Installments An assessment shall be past due and delinquent if not paid by May 1st of the year in which it is due. The Association shall impose a fifty dollar (\$50.00) late charge and assess interest at the rate of eighteen percent (18%) per annum on the outstanding or past due balance then due the Association. The late charge shall be a “common expense” for each Owner who fails to timely pay their annual assessment by the 1st day of May of each year.

The late charge shall be the personal obligation of the Owner(s) of the Property for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

c) Return Check Charges In addition to any and all charges imposed under the Declaration, and By-laws, the Rules and Regulations or any guidelines of the Association, or this resolution, a twenty-five dollar (\$25.00) fee or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a “common expense” for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

d) Attorney Fees on Delinquent Accounts As an additional expense permitted under the Declaration and By-laws, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. Collection efforts include all work performed by Association attorneys in an attempt to collect payment, including but not limited to litigation, arbitration or other formal proceedings. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

e) Collection Letters

- (i) After an annual assessment or other charge due the Association becomes thirty (30) days past due, the Association may cause, but shall not be required to send, a “late notice” to the Owner who is delinquent in payment.
- (ii) If payment in full is not received within twenty (20) days, the Association may, but shall not be required to send a “Notice of Intent to Lien” to the Owner. The association may simultaneously send a copy of the notice to the mortgagee of the Owner.

f) Use of Certified Mail/Regular Mail In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but not be required to send, an additional copy of that letter or notice by certified mail.

g) Liens The Association may file a Statement of Lien against the property of any delinquent Owner in accordance with the terms and provisions of the Declaration, and By-Laws. A copy of the recorded Statement of Lien may be mailed to the Owner and to the mortgage lender with a request that the lender send a letter to the delinquent Owner advising the Owner of the lender’s option to accelerate the mortgage debt.

h) Referral of Delinquent Accounts to Attorneys The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through an attorney.

i) Referral of Delinquent Accounts to Collection Agencies The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

j) Collection Procedures/Time Frames The following time frames shall be suggested for use in the collection of the annual assessment and other charges.

Due date (date payment due)	1 st day of April of each year
Past due date (date payment is late if not received on or before that date)	April 30 th of each year
Late charge and interest imposed (if payment not received on or before that date)	1 st day of May of each year
“Late Notice(s)” mailed imposing late fees, interest, etc.	May 2 nd of each year
“Notice of Intent to Lien” mailed	May 20 th of each year
“Notice of Lien” recorded; acceleration notice mailed, if applicable	June 1 st of each year
Attorney sends demand letter for payment including acceleration notice, if applicable and liens property	July 1 st of each year
Owner fails to respond to the attorney demand letter, a lawsuit is considered and, if appropriate, is commenced.	July 15 th of each year

The attorney is to consult with the Association at all times, to determine if payment has been arranged or what collection procedures are appropriate.

k) Judicial Foreclosure The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner in county court for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

l) Ongoing Evaluation Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

m) Property Owner Association Inclusion Any builder who owns a lot and/or constructed dwelling which has not been sold to a homeowner within a period of one year following original closing shall be liable for all dues and assessments from that day forward and shall be bound by all rules and regulations of the Association.

14. POLICIES AND PROCEDURES FOR FINES

Notice shall be provided to the applicable Owner as soon as reasonably practicable following discovery by the Board of a violation for which the Board desires to impose a fine. All fine assessments shall be due and payable immediately upon imposition and notice of such fine. The Board may also, at its option, provide a copy of such notice to any non-owner violator. The notice shall describe the nature of the violation.

15. APPLICATION OF PAYMENTS MADE TO THE ASSOCIATION

The Association reserves the right to apply any and all payments received on account of any Owner or the Owner's property to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, return check charges, lien fees, and interest owing or incurred with respect to such Owner pursuant to the Declaration, By-laws, Rules and Regulations of the Association prior to application of the payment to the special or general assessments due or to become due with respect to such Owner.

16. ENFORCEMENT AND ATTORNEYS' FEES

It is hereby declared to be the intention of the Association to enforce the provisions of the Governing Documents by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all attorney fees, Association expenses and costs incurred by the Association in connection therewith.

17. MODIFICATION, AMENDMENTS, REPEAL, RE-ENACTMENT

Notwithstanding anything to the contrary contained in these Rules and Regulations, the Association hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Rules and Regulations in accordance with the Declaration, By-Laws and applicable laws.

18. MISCELLANEOUS

- (a) Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
- (b) The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.
- (c) Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
- (d) The captions to the sections are inserted herein only as a matter of convenience and for references, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

19. ADOPTION

The foregoing Design Guidelines are adopted by the Design Review Committee of St. Vrain Ranch this _____ day of _____, 2005.

IN WITNESS WHEREOF, the undersigned, as Secretary of the Association, St. Vrain Ranch Property Owners Association certifies the foregoing Rules and Regulations were adopted by the Executive Board on the _____, 2005.
