

PROCEDURES FOR ARCHITECTURAL REVIEW AND APPROVAL

Red Mountain Ranch Homeowners Association

REVISED August 2001

I. BASIC GUIDELINES

The process of building or renovating in the Red Mountain Ranch can be made a much easier project if you will adhere to certain basic guidelines.

- A) The Red Mountain Ranch Protective Covenants contain important information about our community goals and the procedures for achieving them. Please read these carefully.

If you are purchasing or planning any construction in Block 2 please note the Block 1 Height Restrictions for Lots 8-18 apply to all the lots in Block 2.

- B) All too frequently there are problems created by high expectations of what you would like to do, and failure to realize that our covenants are designed to protect your neighbors and the Association from unnecessary impacts of building and renovating. When you read the Protective Covenants for Red Mountain Ranch, you will realize that we are required to be concerned with view planes, the overall mass of the structure, siting, design, finish, landscaping, etc., and not just the mechanical details of height and setback limitations. Those mechanical details represent only outside limits. The actual limitations are aesthetic and require case by case analysis by the Architectural Review Committee. For example, **Article I, Section I** of our Covenants states "It is the intention of the Greater Aspen Development Company, a Colorado Corporation, expressed by its execution of this instrument, that the lands within Red Mountain Ranch be developed and maintained as a highly desirable scenic and secluded residential area. It is

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the purpose of these covenants that the present natural beauty and view, the natural growth and native setting and surroundings of Red Mountain Ranch shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument." **Article IV, Section 2** states: "No improvement of any kind, including but not limited to dwelling houses, barns, stables, outbuildings, swimming pools, tennis courts, ponds, parking areas, fences, walls, garages, drives, antennae, flag poles, curbs and walks, shall ever be erected, altered or permitted to remain on any lands within Red Mountain Ranch, nor shall any excavating, clearing or landscaping be done in conjunction therewith on any lands within Red Mountain Ranch, unless the complete architectural plans and specifications and a site plan showing the location and orientation thereof for such erection or alteration and landscaping are approved by the Architectural Committee prior to the commencement of such work. The Architectural Committee shall consider the materials to be used on the external features of said buildings or structures, including exterior colors, harmony of external design with existing structures within said subdivision, location with respect to topography and finished grade elevations and harmony of landscaping with the natural setting and native trees, bushes and other vegetation within said subdivision." And finally **Article IV, Section 4** states: "The Architectural Committee shall exercise its best judgement to see that all improvements, construction, landscaping and alterations on the lands within the Red Mountain Ranch conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished ground elevation. The Architectural Committee shall protect the seclusion and natural view of each residential lot insofar as possible in the development of Red Mountain Ranch pursuant to these covenants."

One way to avoid most problems is to review siting, massing, and view planes with any affected neighbors early in your planning process.

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You can avoid running up unnecessary architectural bills by spending a small amount on height and perimeter stakes while you are still in the conceptual stage. This will allow you to determine how it is possible to avoid undesirable impacts on neighbors and the community.

- C) Initial presentations to the Board can be very basic, without a lot of internal detail, in order to get some feel as to whether you are proceeding on the right track before getting too far into the process. Coming to the Board with a complete set of plans at the preliminary stage is generally not cost effective and you should not expect the Board to review such plans in detail without the suggested early preparation work.

- D) Remember, although the process may at times seem burdensome, you will ultimately be the beneficiary of the expressed intention of the Red Mountain Ranch Association "...That the lands within Red Mountain Ranch be developed and maintained as a highly desirable scenic and secluded residential area. It is the purpose of these covenants that the present natural beauty and view, the natural growth and native setting and surroundings of Red Mountain Ranch shall always be protected insofar as is possible in connection with the uses and structures permitted by this instrument." Furthermore, "The Architectural Committee shall protect the seclusion and natural view of each residential lot insofar as possible in the development of Red Mountain Ranch..."

- E) The Board of Trustees has developed a detailed procedure for obtaining architectural approval in Red Mountain Ranch which is outlined in the detailed procedures that follow.

II. DETAILED PROCEDURE

The requirements and procedures described herein reflect the efforts of

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the Architectural Committee to clarify and make more specific those sections of the Red Mountain Ranch Protective Covenants that deal with improvements or alterations on residential lots. It is assumed that both the Lot Owner and his architect or designer are familiar with the Articles of the Protective Covenants, as this document makes no attempt to deal with all provisions relevant to architectural controls.

III. ARCHITECTURAL COMMITTEE

The Architectural Committee is the Board of Trustees of the Red Mountain Ranch Association. The Architectural Committee has engaged the services of a Consulting Architect to provide professional and technical advice to the committee. The Architect shall be compensated for his services from fees collected from the applicant. The Architectural Committee does not intend to dictate personal taste, but merely to assure that all structures are built in harmony with site and adjoining sites and in accordance with Red Mountain Ranch Protective Covenants.

IV. REVIEW PROCEDURE

Any applicant proposing to construct, alter or refinish the exterior of any improvements on a lot, as defined in Section 2 of Article IV of the Protective Covenants shall apply to the Architectural Committee for approval as follows:

- A. The applicant shall submit to the Administrative Secretary of the Homeowners Association an application letter describing the nature of the proposed work, along with a statement from the Owner's architect or designer acknowledging that he has visited the site where the proposed work is to be performed, and that he is familiar with the Protective Covenants and Procedures for Architectural Review and Approval; particularly Article I, Section 1, Article IV, and Article VI (including Block 3 and 4 amendments

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thereto). This is also a good time to do some preliminary staking (height and perimeter) and talking to affected neighbors.

- B. The Architectural Committee shall require that the application be accompanied by a non-refundable plan review fee in an amount of \$500.00. This is an up front fee collected by the Association to cover the costs of the consulting architect to make an initial review of the preliminary plans. This fee may be increased for a project that requires extra time in preliminary review.
- C. Following receipt of said letter of acknowledgment and fee, a member of the Architectural Committee or its agent shall contact the Owner or his architect or designer in order to answer any questions they may have regarding the project or design review procedure. At that time an informal meeting can be set up to review the preliminary application prior to submission of preliminary design materials for preliminary approval.
- D. Following said meeting, if any, the Applicant shall submit to the Architectural Committee for preliminary approval plans, model and other descriptive material for the proposed work. The Architectural Committee may also request items or actions it feels necessary, such as:
 - 1. A plot plan of the lot showing:
 - a. existing and new contour lines at 2 foot intervals or lesser.
 - b. access road location and width
 - c. lot boundary lines
 - d. easements, if any
 - e. all existing and/or proposed improvements

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- f. proposed drainage plan and location of septic tank & field if any.
 - g. location and width of driveway and parking area
 - h. location of existing trees, shrubs and general ground cover
 - i. such trees which the Owner proposes to remove
 - j. such trees and shrubs which the Owner proposes to add
 - k. location of all proposed utility installations
 - l. location of houses on adjacent lots and on relevant view plane lots
2. A study model of the site and proposed improvements, construction of cardboard, foam board or other "neutral" material, with all site contours or grades accurately represented, at a scale of 1/8" or 1/4" to the foot. The model is the most important document for preliminary approval, and must accurately indicate building mass, roof slope and overhang, glazed openings and major landscape elements.
3. Plans showing exterior lighting, landscaping, fencing, driveway and parking area.
4. Floor plans, building sections and exterior elevation at a scale of 1/8" or 1/4" to the foot. All exterior vents, flues, chimneys, etc., to be shown. Elevations should accurately represent trees and shrubs as well as their elevations relative to the house.
5. Identification of all north facing windows, doors and lights.

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Such openings and lights must be shielded to prevent impact on neighbors to the north.

- E. The applicant may be requested to send letters (VIA certified mail, return receipt requested) to owners of adjoining lot and affected view plane lots, allowing 21 days from the date of mailing for comments and objections. The letter should describe the nature and scope of the proposed project and should include sufficient graphic material to give the recipient sufficient information to make an informed response.

- F. If at any time following an applicant's notification of the Architectural Committee pursuant to paragraph (A) above of his proposed work, the Architectural Committee shall determine that it would be in the best interests of Red Mountain Ranch for such Owner to employ an architect to design the proposed improvement, the Architectural Committee shall inform the Owner in writing of its determination, whereupon all materials submitted pursuant to paragraphs (D) and (E) above must be prepared by an architect.

- G. At both the preliminary and final review, the Owner must have stakes and/or flags set defining the eave line perimeter, the line of highest point of construction, ridge lines and the driveway centerline. The Architectural Committee or its agent shall inspect the site with the Owner and his architect or designer to ascertain as to whether the height and massing are appropriate, as shown on the review documents and are in accordance with the Protective Covenants. The height and location of all stakes should be verified by a licensed surveyor.

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- H. Preliminary Approval shall automatically expire if submission for final approval is not made within 60 days.
- I. Preliminary Approval shall be granted by vote of the Board and signing by a senior officer of three sets of plans - one for applicant, one for consulting architect, and one for file.

V. CONDITIONS FOR FINAL APPROVAL

Final approval shall be conditioned upon the following:

- A. Receipt of all materials required by preliminary approval.
- B. In addition to the materials required for preliminary approval, the following must be submitted to the Architectural Committee for final review and approval:
 - 1. A description of exterior materials and colors, with samples. The samples should be identified by number and date and will become part of the permanent architectural file.
 - 2. Working drawings including detailed landscape plan and specifications, 3 complete sets.
 - 3. Applicants proposed construction schedule. The Construction schedule must include a landscaping schedule. An extension of the construction schedule may be granted at the sole discretion of the Architectural Committee. Any construction delay over six months may result in all or a partial forfeiture of the completion and damage deposit at the sole discretion of the Architectural Committee.

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4. Applicants plan for parking construction vehicles.
5. A staked permanent reference point to be located on the site with reference to elevation and plans, set by a licensed surveyor.

C. Receipt of the Following Fees and Deposits.

1. Architectural Fee Preliminary Estimated Deposit. This is a deposit made to the Association to cover the costs of the consulting architect to oversee the project to insure the approved plans are followed and completed including landscaping. If the actual consulting architects' fees are less than the deposit then the remainder will be returned to the applicant. If they go over the amount of the deposit, the owner will be billed the difference. The prospective builder shall deposit \$10,000 for major projects and New Houses) \$5,000 for projects without excessive complications (40% remodel) and \$2,500 deposit for minor projects (20% remodel). These amounts may be increased from time to time as the complexity of a project becomes apparent.
2. Legal Fee Preliminary Estimated Deposit. This is a deposit made to the Association to cover the costs of the legal fees incurred to insure the approved plans for structure and landscaping are followed and completed. If the actual legal fees are less than the deposit then the remainder will be returned to the applicant. If they go over the amount of the deposit, the owner will be billed the difference. The prospective builder shall deposit \$5,000. These amounts may be increased from time to time as the complexity of a project becomes apparent.
3. Completion and Damage Deposit. This is a deposit which the Association collects to warrant against any damages done to Red

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Mountain Ranch Property and to insure completion of the project in accordance with approved plans and construction schedule. The liability of the owner is not limited by the amount of the deposit. Deposits will be returned with interest actually earned on the deposit upon satisfactory completion of the project in accordance with the approved plans and construction schedule and an assessment of any damages done to Red Mountain Ranch Property. The Completion and Damage Deposit may be used at the sole discretion of the Architectural Committee to finish the project in accordance with plans, to return the site as far as possible to the condition existing prior to start of construction or to be forfeited to the general funds of the Association. This deposit will be set at a minimum of \$5,000.00 plus a percent of the estimated cost of construction as determined at the sole discretion of the Architectural Committee.

4. Receipt of road damage fee. The association will collect from the applicant a non-refundable road damage fee. To reimburse the Association's general fund for wear and tear and damage to the privately owned roads of Red Mountain Ranch Subdivision. The General Guideline the Architectural Committee has established for the amount of the road damage fee is a minimum of \$5,000.00 or \$1.00 per square foot of new or remodeled construction whichever is higher. However this fee can be increased or decreased at the discretion of the Committee.

D. Receipt in writing by the Architectural Committee from the Applicant of assurances, guarantees and agreement with respect to the following:

1. Working hours only on weekdays between 8:00 AM and 5:00 PM.
(NO HOLIDAYS)
2. Noise and dust control.

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3. No parking on Red Mountain roads or common areas.
 4. Construction and other workers will not allow dogs on the construction site or the lands of Red Mountain Ranch.
 5. In order for the Architectural Review Committee to make an exception and consider a partial use of landscaping to protect viewplanes, the owner must agree to a binding letter agreement with respect to his obligations on the following items: (1) maintenance and trimming of landscaping to assure that viewplanes will not be impacted by future growth or decay or disease of plantings; (2) acknowledgment that the agreement may be judicially enforced by injunction or specific performance; and (3) the agreement shall be recorded and be an encumbrance on the land.
 6. Any other special conditions imposed by the Architectural Committee that it feels shall be required to assure compliance with the Covenants.
- E. A written letter of approval signed by the Architectural Committee and signing of three copies of final plans.
- F. Final landscaping review after completion of installation to assure the protection of view plans (and other Covenant items) has been realized by the actual installation.
- G. Final approval shall automatically expire if construction is not started within six months or such time as the Architectural Committee may approve.



VI. AFTER FINAL APPROVAL

- A. After final approval, the consulting architect shall visit the site at the following stages:

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1. The completion of staking prior to commencement of excavation
 2. At the completion of the foundation
 3. At the completion of framing
 4. Upon final completion It is the obligation of the applicant, his architect or contractor to notify the Architectural Committee and the consulting Architect at the completion of building staking, foundation, framing and final construction. Owner may proceed, assuming approval if the Architectural Committee or its agent has not responded to their notification within 5 working days after receipt of written notification. The Consulting Architect may visit the site at any other time deemed appropriate.
- B. The building staking shall be by a licensed surveyor and shall provide a reference drawing showing the stake locations.
- C. The Architectural Committee must be notified of any changes to the approved plans and specifications that the applicant would like to make after final approval and during the construction period. The Architectural Committee must approve in writing any changes to the approved plans and specifications that effect building location, massing, height, exterior elevation, windows, landscaping, exterior materials or colors, exterior lighting or parking.

VII. CLARIFICATION OF INTENT (PROTECTIVE COVENANTS)

Restrictions defined in the Protective Covenants are often subject to misinterpretation and the Architectural Committee has also been obliged to advise Lot Owners on matters not clearly defined in the Covenants, and therefore subject to review on an arbitrary basis. In particular we are attempting to clarify the phrase, "The Architectural Committee shall consider the materials

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to be used on the external features of.... buildings or structures,... and harmony of landscaping with natural setting and native trees, bushes and other vegetation..."

The following shall be used as guidelines, and are to be observed by Owners and their architects or designers in addition to the restriction defined in Articles IV and V of the Protective Covenants:

A. **Signs** (Article V, Paragraph 4)

Entrance or gate signs bearing the last name of the Homeowner shall consist of block letters not exceeding 5 inches in height, to be mounted on wood or other supporting element of a color and material which offers little contrast with the immediate landscape. All such signs must be installed within the Homeowner's property.

B. **Metal Roofs** (Article VI, paragraph 5)

It is the intent of this paragraph to restrict the use of reflective surfaces, with the exception of glass, whether they occur on the roof, walls, doors, trim or any other part of an improvement. Metal roofs are not restricted, providing, however, they have a permanent non-reflective finish.

C. **Exterior Lights and Sound** (Article VI, paragraph 9)

There shall be no exterior lighting of any sort, the light source of which is visible from neighboring property. Similarly, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the residence shall be placed on any lot.

D. **Tree Protection**

The Architectural Committee reserves the right to require special treatment of slopes, construction of walls, use of stone fills and

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drains to preserve trees that cannot otherwise be saved. After the final site plan has been approved, those trees which are within the construction site and are to be saved shall be marked by the Owner and encircled with a fence for protection. (Snow fencing or other approved methods). Such fenced areas shall be regarded as off limits for any construction activities.

E. On-Site Parking

When possible, parking shall be located so as not to be visible from the access road or neighboring dwellings.

F. Exterior Colors

Structures in exposed locations not screened or shielded from view by trees, shrubs or other natural features shall be finished with natural wood or other materials in shades of gray to brown or red-brown of values between dark and medium.

EXCEPTIONS:

Notwithstanding the provisions of these procedures, the Architectural Committee may at its sole discretion may grant any changes, exemption or extensions to these procedures that it finds acceptable and in accordance with the Red Mountain Ranch Protective Covenants.