

**ARCHITECTURAL AND LANDSCAPE DESIGN GUIDELINES**  
**FOR**  
**TWILIGHT PEAKS MOUNTAIN VILLAGE**

These Architectural and Landscape Design Guidelines (the "Guidelines") have been approved and adopted by the Board of Directors of the Twilight Peaks Homeowners Association, Inc., on this 8th day of July, 1996, and shall remain in force and effect until revoked or amended. These Guidelines shall supersede and replace any existing Guidelines, specifically including those Guidelines previously adopted by the Board on July 15, 1995.

**ARTICLE I - PURPOSE AND OBJECTIVES**

The exterior design, landscaping and use of all Lots and improvements or alterations thereto shall be subject to established guidelines and an on-going review process in order to preserve and enhance the natural beauty of Twilight Peaks Mountain Village (the "Village") and its setting, to establish and preserve a harmonious design for the community, to maintain and improve the Village as a pleasant and desirable place to live for the Owners, to maintain habitat for the wildlife and minimize any impacts thereto, and to protect and promote the value of the Village Property. A primary emphasis of this review process is the preservation of the natural environment of this unique mountain property and its rich contrasts in topography, scenic vistas and abundance of wildlife and vegetation.

**1.01 Purpose:** These architectural and landscape controls (the "Design Guidelines") for the Village have been promulgated by the Architectural Design Review Committee (the "Architectural Committee") in accordance with Article VII of the Declaration of Covenants, Conditions, and Restrictions of Twilight Peaks Mountain Village, as recorded December 5, 1994, in the records of the Clerk and Recorder of La Plata County, Reception Number 679693 (the "Declaration"). The design and construction of all buildings, fences, landscaping, and other structures and improvements within the Village shall be governed by the provisions of these Design Guidelines and the Declaration, as well as applicable governmental regulations. If a conflict exists between these Design Guidelines and the Declaration, the Declaration shall control.

**1.02 Objectives:** Design Review shall be directed towards the following objectives for the Village.

A. Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lot and with surrounding Lots and structures, while preserving to the greatest extent practical the views from adjoining and nearby Lots and Common Elements. It is expected that the design of each residence or other improvement will be tailored to the unique features of each individual Lot.

B. Ensuring that the exterior architectural design of structures and their materials and colors are visually compatible, are appropriate for the natural landforms and native vegetation, and comply with the provisions of these Design Guidelines and the Declaration, including but not limited to, those provisions set forth in Articles VII, VIII and IX of the Declaration.

C. Ensuring that plans for the landscaping of open spaces within each Lot provide visually pleasing settings for structures on such Lots and on adjoining and nearby Lots and blend harmoniously with the natural landscape while preserving, to the greatest extent practical, the views from adjoining and nearby Lots and Common Elements.

D. Preventing excessive or unsightly grading, indiscriminate earthmoving or clearing of a Lot, unnecessary removal of trees and vegetation, or other actions which could scar natural landforms or cause disruption of natural watercourses.

E. It is not the purpose of these standards to create look-alike residences or improvements or to suggest that they all have identical colors and materials, but to create a harmonious architectural approach compatible with this high country, alpine environment. No one residence, structure, or improvement should stand apart in its design or construction so as to detract from the overall environment and appearance of the Village.

**1.03 Changes to Design Guidelines:** These Design Guidelines are intended to be dynamic in nature so that when the Association ascertains a need to change, clarify or otherwise interpret a design function, it may do so in accordance with the provisions of the Declaration for adopting or amending the Design Guidelines. Any amendments to the Design Guidelines promulgated by the Architectural Committee shall become effective upon approval and adoption of such amendments by the Board.

## ARTICLE II - SPECIFIC DESIGN ELEMENTS

The requirements set forth in these Design Guidelines supplement, and are in addition to, all requirements set forth in the Declaration and as established by any governmental agency having authority. The climate, terrain and existing vegetation of the Village are all important factors which must be considered in the design of any improvements. It is the intent of the Design Guidelines to ensure environmentally sound and aesthetically pleasing development at the Village for the mutual benefit and enjoyment of all its residents.

**2.01 Antennas:** Any satellite dish or other type of antenna proposed shall be screened or so placed and kept in a manner that they are not visible from other Lots or Common Elements within the Village. Small dish antenna, of approximately eighteen inch diameter size or smaller, may be approved for placement on a residence with the prior approval of the Architectural Committee if the color and placement of such antenna is of an inconspicuous nature.

**2.02 Building Envelopes; Setbacks:** All buildings or other structures shall be constructed within the Building Envelope of a Lot as such Building Envelope is designated on the Plat or as modified by the Architectural Committee. Buildings shall be set back a minimum of twenty-five (25) feet from the access easements for Common Roads and fifty (50) feet from any property line adjoining another Lot unless a different minimum setback has been established for the building envelope as originally shown on the recorded plat or as modified with the prior written permission from the Owner of said adjoining Lot and approved by the Committee.

**2.03 Building Elevations:** The facades of all buildings visible from other Lots, the Common Roads or other Common Elements, shall incorporate design components to provide relief and to assure visual and architectural interest and variety. Such components may consist of facade plane offsets, vertical and/or horizontal articulation of the facade, architectural projections (such as bay windows or pop-outs), recessed windows, varied texture and materials, and similar design features. Long uninterrupted exterior walls shall be avoided. All front elevations shall have adequate breaks, typically not less than three (3), or similar dimensional relief so that a flat appearance is avoided.

**2.04 Building Materials:** All buildings shall be constructed, insofar as possible, with exteriors of wood, stone and masonry, together with other natural materials, and shall be finished in natural colors so as to be harmonious with the surrounding materials and environment. The Architectural

Review Committee shall have the authority, but not the obligation, to approve exterior siding materials that have a realistic appearance of wood or stone. All siding shall be stained or painted with earth tones or other harmonious colors; the use of bright primary colors is prohibited. Structures that are proposed to be totally surfaced in stucco, adobe or stucco-like products are prohibited. Stucco, adobe or stucco-like products with wood, stone or masonry may be permitted if the stucco, adobe or stucco-like surface does not exceed fifty percent (50%) of the structure's exterior vertical surfaces for any given elevation of the structure, exclusive of roofs, doors and glass areas. The aesthetic merits of any combination of exterior materials are subject to review and approval by the committee in order to maintain the consistent visual experience of the Village.

**2.05 Building Sizes: Garages:** Each dwelling constructed on a Lot shall contain a minimum of One Thousand Eight Hundred (1,800) square feet of fully enclosed floor area devoted to primary living space (exclusive of roofed or unroofed porches, terraces, garages, sheds, unfinished basements or other similar extensions or projections) with not less than two (2) nor more than four (4) garage spaces. It is preferred that garage doors do not front directly on the main access roads. Garage doors shall be kept closed except when necessary to be kept opened. Owners shall insure that their Lot layout incorporates sufficient parking for their respective needs, including at least two surface (uncovered) guest parking spaces. No homes will be approved or shall be constructed which exceed Seven Thousand Six Hundred Fifty (7,650) square feet without the prior approval of the Hermosa Cliff Fire Protection District.

**2.06 Common Elements and Adjacent Lots:** Each Owner will be responsible for any damage, and the costs thereof, caused by such Owner or Owner's agents or employees to any Common Elements or adjacent Lots resulting from construction activity related to Owner's Lot. The Owner shall notify the Association of any such damage immediately upon such occurrence.

**2.07 Completion of Construction:** Construction of any approved dwelling or other improvement shall be completed with due diligence and in conformity with the conditions of approval of the committee and shall be completed within twelve (12) months from the beginning of said construction.

**2.08 Driveways:** All driveways, approaches and parking areas shall be hard-surfaced with asphalt, concrete or similar approved paving material. Access drives shall be located to preserve and avoid important natural features, such as large or significant plant materials, drainageways or rock outcroppings, and to minimize disruption of the existing landscaping. The paved surface of an access drive shall not exceed sixteen (16) feet in width within the required building setbacks. Where access drives cross ditches or drainageways to enter any Lot, the Owner must provide a culvert of a design subject to approval by the committee. All driveways shall slope down and away from the edge of the common road at a sufficient slope and for an adequate distance, which shall be not less than 2% for a distance of at least three (3) feet, so that water from the driveway does not drain onto the common road.

**2.09 Exterior Colors:** It is the intent of the developer and these Design Guidelines to preserve the appearance of the natural landscape and preclude the use of colors that would appear out of place and, therefore, offensive to the eye. The color of exterior materials must blend and be harmonious with the natural landscape. The use of bright primary colors (red, blue and yellow) is generally prohibited, nor will drastic contrasts in value (light to dark) be allowed.

**2.10 Grading and Drainage:** Site grading and drainage must occur with minimum disruption to the Lot, without altering natural drainage patterns as runoff leaves the Lot, and without causing conditions that could lead to unnecessary soil erosion.

**2.11 Landscaping:** Areas of a Lot disturbed during any construction activity shall be regraded, landscaped and reseeded with a suitable native grass seed mixture by the Owner within ninety (90) days after completion of the construction or the issuance of a certificate of occupancy, whichever is sooner, unless such construction is completed after November 1st of a calendar year, in which event such Lot need not be planted until June 1st of the following calendar year. The Owner shall plant trees and shrubs indigenous to the area on the Lot consistent with an overall landscaping plan for the Lot

submitted to and approved by the Architectural Committee. Such landscaping shall generally be required to include not less than two (2) evergreen trees of a minimum six (6) foot height on the part of the Lot fronting on a Common Road. Each Owner shall care for all shrubs, trees, and plantings of every kind on his Lot. Disturbance of a large portion of the Lot or otherwise removing a significant amount of the existing vegetation will require more substantial landscaping to be completed by an Owner than if there is less disturbance to the site's natural vegetation.

**2.12 Lighting:** Lighting shall not spill, reflect or glare off-site. Exterior light fixtures shall be shielded or the light directed in a manner such that the light from such light fixtures does not adversely impact the Common Elements or adjoining Lots.

**2.13 Maximum Height:** No buildings or other structures shall exceed two (2) stories in height. Day-lighted basements, which are not exposed to the street upon which access is derived, and attics will generally not be considered separate stories for purposes of the two (2) story limitation. The maximum height of any building or structure above ground level, as measured from the site's existing grade, to the highest point of the roof line shall generally not exceed thirty (30) feet.

**2.14 Mechanical Equipment:** No roof or wall mounted mechanical equipment will generally be permitted. Any exterior mechanical equipment required must be ground mounted adjacent to the residence and shielded from view by walls, fences or adequate evergreen vegetation, which shall be of sufficient height and material to shield the view of, and buffer any sound from, such equipment.

**2.15 Projections:** All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match the surface from which they project, or must be of a different approved color. All building projections must be contained within the building envelope.

**2.16 Roofs:** All buildings shall be constructed with fire retardant roofs. Buildings shall have sloped roofs with a minimum pitch of four feet in twelve and a maximum pitch of twelve feet in twelve. Geodesic dome structures will not be approved. Preferred roofing materials are wooden shakes (treated for fire resistance) or non-shiny metal roofs (such as Fabral, ProPanel or similar types). Generally, composition shingles are not encouraged as a roofing material. If composition shingles are approved, they shall be limited to those designed to present a heightened shadow line and texture to the roof and of an appropriate color. Most manufacturers refer to their shingles which are meant to create this effect as "Architectural" and most shingles which are successful in creating this effect are the 30-year warranty shingles. The conventional 3-tab composition shingle is not acceptable as it is not meant to create this "Architectural" effect.

**2.17 Signs:** House address signage shall be attached to each house or permanently located on the Lot and shall be visible and legible from the roadway fronting the Lot. Such house numbers, to be visible to emergency personnel, must typically be a minimum of four (4) inches in height and of a contrasting color to the surface to which they are affixed. No other signs, except those specifically permitted by the Declaration, shall be permitted.

**2.18 Site Work:** Building sites and other improvements shall be designed and constructed in such a manner as to minimize the surface disturbance. Any ground disturbed as a result of construction or other activities shall be replanted with appropriate vegetation as soon as practical. Except where specifically allowed by the Architectural Committee due to terrain considerations, no excessive excavation or fill will be permitted on any Lot. Every attempt should be made to balance cut and fill with minimal use of retaining walls and engineered building pads. All foundations will be required to be designed by a registered Professional Engineer.

**2.19 Storage Tanks:** All tanks used for the storage of materials, including but not limited to natural gas or propane, shall be screened or so placed and kept in a manner that they are not visible

from other Lots or Common Elements. Burying such tanks underground is the preferred treatment and may be required by the Committee.

**2.20 Utilities:** Utility service lines shall be located underground. Trenching for such utilities is the responsibility of the Owner and shall be routed to minimize disruption to the existing landscape or existing improvements with any disturbed areas to be restored to their original conditions.

**2.21 Walls and Fences:** Fences and walls shall not interfere with wildlife movement through the Village. Fences shall be constructed only within the Building Envelope of a Lot and shall be of natural wood construction (aspen poles or split rail preferred), either stacked wooden rail or wooden post and rail design, with a maximum height of forty-two (42) inches. Fences or walls of different materials, and up to a six (6) foot height, may be approved to enclose small areas (not to exceed 2,000 square feet) for such purposes as to contain an Owner's pets adjacent to the home or to shield a satellite dish antenna or refuse disposal containers from public view. Structural retaining walls shall not exceed six feet in height, as measured from the existing grade. It is the intention to not have the Building Envelope or specific property lines defined by fencing or landscaping.

**2.22 Windows and Skylights:** The glass of windows and skylights must not be highly reflective, nor may their frames consist of reflective material that is left unfinished. This especially applies to aluminum frames which must be anodized or finished with baked enamel or other suitable treatment.

## **ARTICLE III - REVIEW OF PLANS AND DESIGNS**

**3.01 Architectural Committee:** It shall be the general purpose of the Architectural Committee to maintain a high standard of architectural design and general construction within the Village in such a manner as to enhance the aesthetic desirability and compatibility and the structural soundness of all structures in the Village. The Architectural Committee shall be established, and the members thereof shall be appointed, in accordance with the procedures set forth in Section 7.02 of the Declaration. The committee has been charged with the responsibility of ensuring that the development principles as set forth in the Declaration and these Design Guidelines are adhered to throughout all phases of development.

A. In addition to the promulgation of the Design Guidelines, and any amendments hereto, the Architectural Committee shall be responsible for the review and approval or disapproval of all plans submitted to it for any proposed improvement, alteration or addition. This review shall be conducted on the basis of aesthetic considerations of the proposed project's design and the overall benefit or detriment which would result to the immediate vicinity and the Village generally.

B. The Architectural Committee shall select its own Chairman and Vice-Chairman from among its members. The Chairman, or in his absence the Vice-Chairman, shall be the presiding officer of its meetings. In the absence of both the Chairman and the Vice-Chairman from a meeting, the members present shall appoint a member to serve as acting Chairman at such meeting. Meetings shall be held upon call of the Chairman or Vice-Chairman and all such meetings shall be held in La Plata County. A majority of members shall constitute a quorum for the transaction of business, but in the absence of a quorum a lesser number may adjourn any meeting to a later time or date, and in the absence of all members any staff member may adjourn any meeting to a later time or date. Any member of the Committee may attend a meeting in person or by telephonic means. The Architectural Committee shall operate in accordance with the Declaration and the adopted Design Guidelines, as amended from time to time, which shall be filed with the Association and maintained in the records of the Association and shall be subject to inspection by Members of the Association.

C. The Architectural Committee may from time to time appoint a committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the committee, except the granting of variances. In the absence of such designation, the vote of a majority of the members of the committee shall constitute an act of the committee.

D. The Architectural Committee may retain the services of one or more consulting architects, landscape architects or designers, who need not be licensed to practice in the State of Colorado, to advise and assist the committee in performing the design review functions as prescribed in these Design Guidelines and Article VII of the Declaration. Such consultants may be retained to advise the committee on a single project, on a number of projects, or on a continuing basis.

E. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for authorized expenses incurred in the performance of the duties hereunder.

**3.02 Submittal of Plans:** The Architectural Committee and the design review process have been established in order to assist each Owner or Owner's agent (the "Applicant") in the environmentally sound and aesthetically compatible design of his residence and other improvements on his Lot. The landscaping of a Lot shall be considered to be an integral part of the improvements, however, the landscaping plan may be submitted and reviewed separately from the plans for any structures on the Lot.

Neither the Association, the members of its Board of Directors, Declarant, nor any member of the Architectural Committee shall be liable in damages to anyone submitting plans to them for approval, or to any owner or other person by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of failure to approve any plans submitted to the Architectural Committee, and each lot owner or other person submitting plans agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Architectural Committee, any member thereof, the Association, the Board members, or Declarant to recover damages.

A. Prior to preparing any plans, the Applicant may attend a Preliminary Conference wherein he and/or his architect/designer may review their ideas with a representative of the committee. Subsequent to the Preliminary Conference, an Applicant may make a Preliminary Submittal, at which time the committee or its representative shall review conceptual plans for conformance with the Design Guidelines prior to the Applicant finalizing his design.

The Preliminary Conference and Preliminary Submittal are available as part of the review process to assist the Owner and his understanding of these Design Guidelines and ensure the compatibility of the improvements with the unique environment of the Village. Both the Preliminary Conference and Preliminary Submittal may be waived by the Owner.

B. Plans, proposals, drawings, renderings, construction documents or other specifications (hereinafter "Plans") shall be submitted in writing, in a manner and form satisfactory to the Architectural Committee. The Plans shall show the proposed improvements, site location of such improvements, complete building plans and material specifications, colors, and all exterior elevations, building footprint, landscaping, grading, drainage, erosion control, easements, utilities and such other information as may be requested by the committee. Landscaping plans shall include the location of all structures as well as existing and proposed landscaping elements including boulders, berms, drainages, walkways, plants and trees. The plan shall identify plants by species name and denote the approximate sizes. The Applicant submitting the Plans shall obtain a written, dated receipt for the Plans from an authorized agent of the Committee. Unless changed by the Board, the address for submission of such Plans shall be the Association's principal place of business which is currently 46773 U.S. Highway 550 N, Durango, Colorado, 81301-8748.

C. No improvements or modifications shall be commenced nor shall materials, equipment or construction vehicles be placed on any Lot except in compliance with Plans with respect thereto which have been submitted to and approved in writing by the Architectural Committee. Alterations or remodeling which are completely within a building or structure and which do not change the exterior appearance and are not visible from the outside of the structure may be undertaken without committee approval.

D. The Architectural Committee may set a reasonable fee to review Plans and for the reimbursement of the estimated or actual expenses incurred by the committee in conducting such review including the use of outside professionals to assist in the review. Applicants submitting Plans for review may be required to deposit such fee with the Association prior to such Plans being considered complete or accepted for review.

E. Plans submitted to the Architectural Committee shall be available for review by other Owners. At the time Plans are submitted to the committee, the Applicant shall post a notice,

which shall remain for fourteen (14) days, on the Lot stating that Plans have been submitted with respect to the Lot and are available for review by other Owners by contacting the committee. Any Owner may submit written comments regarding the Lot and the Plans to the committee.

**3.03 Approval of Plans:** The Architectural Committee shall approve Plans submitted for its approval only if it deems that the construction, alterations, additions or other work contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Project as a whole, that the appearance of any structure constructed or affected thereby will be in harmony with the surrounding structures, and that the construction thereof will not detract from the beauty, wholesomeness or attractiveness of the Project or the enjoyment thereof by the Members. The committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features.

A. The Architectural Committee may condition its approval of Plans for any improvement or modification upon such changes to said improvements it deems appropriate, including the requirement of submission of additional Plans or other information prior to approval or disapproval of material submitted. The committee may require such detail in Plans submitted for its review as it deems proper including without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

B. The approval or consent of the Architectural Committee on matters properly coming before it shall not be unreasonably withheld, actions taken shall not be arbitrary or capricious and decisions shall be conclusive and binding on all interested parties, subject only to the right of appeal and review by the Board of Directors of the Association as set forth below. The committee or its designated representatives may enter upon any Lot at any reasonable time or times to inspect the progress, work status, or completion of any project. In addition to any remedies provided in the Declaration, the committee may withdraw approval of any project, and require all activity at such project to be stopped, if deviations from the approved Plans or approved construction practices are not corrected or reconciled within fourteen (14) days after written notification to the Owner, or Owner's agent, specifying such deviations.

C. Decisions of the Architectural Committee and the reasons therefor shall be transmitted to the Owner at the address set forth in the application for approval promptly, not to exceed twenty-one (21) days after receipt of same. The committee may postpone review of any Plans submitted for approval until a complete submittal has been made. The committee shall notify the Owner in writing upon its receipt of all required Plans and the aforesaid twenty-one (21) day period shall commence on the date of such notification. In the event the committee fails to approve or disapprove the proposed construction within twenty-one (21) days after receipt of a complete submittal and written request prepared and submitted in accordance with the requirements hereof, then, in such event, approval shall be deemed to have been given; provided, however, that in no event shall the design, location or kind of materials and the structure to be built on said lot violate any of the provisions of the Declaration or these Design Guidelines.

D. The Applicant shall satisfy all review and permit requirements of La Plata County and comply with applicable governmental laws and regulations prior to undertaking work or making any alterations or improvements approved by the Architectural Committee.

The committee shall not be responsible for reviewing, nor shall its approval of any Plans be deemed approval of, any Plans from the standpoint of structural safety or conformance with building or other codes. Neither the Twilight Peaks Homeowners Association, Inc. (the "Association"), the Declarant nor the Architectural Committee nor any of their respective officers, directors, employees, members or agents shall be responsible or liable for any defects in any Plans submitted, revised or approved nor for any defects in construction pursuant to such Plans and specifications. It shall be the sole responsibility of the lot owner or other person submitting plans to the Architectural Committee or performing any construction to comply with all applicable governmental ordinances, regulations and codes.

E. Approval of the design of a project shall lapse and become void one year following the date of final approval of the project by the committee, unless, prior to the expiration of one year, a building permit is issued and construction is commenced and diligently pursued toward completion.

**3.04 Appeal of Architectural Committee Decision:** Within ten (10) days following a decision of the Architectural Committee, its decision to not approve the project design, or approve only with conditions, may be appealed by the Owner by filing a written Notice of Appeal with the Secretary of the Association. The decision shall become final if no Notice of Appeal is made within said ten (10) days. Not more than thirty (30) days following the filing of an appeal by the Owner, the Board of Directors ("Board") shall review the action of the Architectural Committee and shall, in writing, confirm, modify, or reverse the decision of the committee. If the Board deems insufficient information is available to provide the basis for a sound decision, the Board may postpone final action for not more than thirty (30) additional days. Failure of the Board to act within sixty (60) days from the date of receipt of the appeal shall be deemed approval by the Association of the design of the project, subject to the requirements set forth in Articles VIII and IX of the Declaration and Articles II and IV of these Design Guidelines, unless the Applicant consents to a time extension.

**3.05 Inspection of Work:** Inspection of work and correction of defects therein shall proceed as follows.

A. The Architectural Committee or its duly authorized representative may enter upon any project site at any reasonable time or times to inspect any improvement, or the progress, work status, or completion thereof, for which approval of Plans is required under these Design Guidelines.

B. The committee's right of inspection of the improvement for which Plans have been submitted and approved shall terminate upon the issuance of a Final Release by the committee for such work. If the committee or its representative determine that the work was not done in substantial compliance with the approved Plans, such right of inspection shall not terminate until the noncompliance shall be remedied and a Final Release issued. If the committee fails to either issue a Final Release or notify the Owner of a noncompliance, then the committee's right of inspection to such work shall terminate thirty (30) days after such work or improvement is completed and the committee has received a written Notice of Completion from the respective Owner. The committee's rights of inspection shall not terminate pursuant to this paragraph if Plans for the work or improvement have not previously been submitted to and approved by the committee.

**3.06 Noncompliance; Correction of Defects:**

A. If, as a result of inspection of any work, the Architectural Committee finds that such work or improvement was done without obtaining approval of the Plans therefor or was not done in substantial compliance with the Plans approved by the committee, it shall notify the Owner in writing of failure to comply with these Design Guidelines within fourteen (14) days from the inspection, specifying the particulars of noncompliance. The committee shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

B. If the Owner fails to remedy such noncompliance within fourteen (14) days from the date of such notification of noncompliance, the committee shall notify the Board in writing of such failure. Upon Notice and Hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within such period, the Board may record a Notice of Noncompliance against the Owner and Lot, peacefully remove the noncomplying improvement or otherwise peacefully remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including but not limited to legal expenses. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against such Owner and Lot for reimbursement. The right of the Association to remove a noncomplying improvement or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the Association may have under the Declaration, at law or in equity, including, without limitation, injunctive relief or the imposition of a fine.

C. If, for any reason, the Architectural Committee fails to notify the Owner of any noncompliance with previously submitted and approved Plans within thirty (30) days after the work is completed and receipt by the committee of said written Notice of Completion from the Owner, the work or improvement shall be deemed to be in accordance with said approved Plans.



D. If substantial construction on any project is suspended for a period of thirty (30) consecutive days, the committee may notify the Board of such event and the Board may, after a Notice and Hearing as provided in the Bylaws, take possession and control of the site for the purposes of (1) completing all or a portion of the project in accordance with the approved Plans, (2) improving the physical appearance of the project, or (3) preventing any unsafe condition. The Owner shall reimburse the Association, upon demand, for all expenses incurred therewith (including but not limited to out-of-pocket expenses, general and administration charges, legal expenses and a fair interest charge on funds advanced) and if such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against such Owner and Lot for reimbursement.

**3.07 Final Release:** Upon completion of any improvement or other work, the Owner shall give written Notice of Completion to the Architectural Committee. The committee or its representative shall, within thirty (30) days of receipt of the Notice of Completion from the Owner, inspect the residence or other improvements for compliance with the approved Plans. If all improvements comply with the approved Plans and these Design Guidelines, the Architectural Committee shall issue a Final Release to the Owner constituting the committee's approval of the improvements or other work.

## ARTICLE IV - CONSTRUCTION REGULATIONS

In order to ensure that the natural landscape of each Lot is preserved and the nuisances inherent in any construction process are kept to a minimum, the following regulations shall be enforced during the construction period of all improvements on a Lot. Any violation of these regulations by an Owner, Owner's agent, representative, builder, contractor or subcontractor (hereinafter "Builder") shall be deemed a violation by the Owner.

**4.01 Building Envelope:** The Building Envelope, which is the limit of development on each Lot, is also the area within which all activities related to the improvements to be constructed must be confined. To this end, the Building Envelope must be temporarily staked, roped, or flagged during the duration of construction.

**4.02 Conservation of Native Landscape:** Trees that have not been approved for removal must be marked and protected by flagging, fencing or barriers during construction. The Architectural Committee shall have the right to also require flagging or fencing of major terrain features or vegetation which are to be protected.

**4.03 Construction Trailers:** Upon commencement of construction, the Architectural Committee may approve a construction trailer or portable field office to be temporarily located on the Lot within the Building Envelope. The type, size, color and location of any such construction or office trailer must be approved by the Architectural Committee or its representative prior to placement on the site. All such trailers and other temporary storage and work structures must be removed immediately upon completion of construction and may not remain on a Lot for more than twelve (12) months regardless of the time to complete construction.

**4.04 Daily Operation:** Work or other construction activity for each construction site shall be limited to the hours from 7:00 a.m. to 6:00 p.m. daily. Construction activity which generates significant noise is prohibited on Sundays.

**4.05 Dust and Noise Control:** The Owner and Builder shall be responsible for controlling dust and noise from the construction site. The playing of radios or use of other audio equipment by construction crews during the improvement of any Lot must be done at a volume not audible off the site or otherwise annoying to other Lot Owners or residents in the Village.

**4.06 Fires and Flammable Materials:** Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, are prohibited. At least one ten (10) pound ABC-rated Dry Chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times. No fire of any type for any reason will be permitted on a construction site within the Village.

**4.07 Material Deliveries:** All building materials, equipment and machinery required to construct the improvements on any Lot must be delivered to and remain within the boundaries of such Lot. This includes building materials, earth-moving equipment or machinery that will remain overnight.

**4.08 Pets:** No pets, particularly dogs, may be brought onto the Village property by a member of any construction crew.

**4.09 Restoration of Property:** Upon completion of construction, each Owner and Builder shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the Architectural Committee, and repair of Common Roads, driveways, pathways, drains, culverts, ditches, signs, lighting, fencing and other Common Elements.

**4.10 Sanitary Facilities:** Each Owner or Builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets must be located within the Building Envelope.

**4.11 Signage:** Temporary construction signs, subject to prior approval by the Architectural Committee, shall be limited to one sign per site, not to exceed six (6) square feet in size with the top of the sign not in excess of five (5) feet from natural grade. Attachment of signs or similar materials to trees is strictly prohibited. The Architectural Committee or its agent shall have the authority to enter upon a Lot and remove any unauthorized sign if such sign is not removed by the Owner of the Lot within twenty-four hours after receiving notification of such unauthorized sign.

**4.12 Trash Receptacles and Debris Removal:** During any construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore. All construction sites shall be cleaned up of all trash and debris at the end of each day; an approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied regularly at an appropriate off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot or the Project. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris. Concrete trucks may not be washed out on a Lot or within the Project. It shall be the responsibility of the Owner or Builder to promptly remove all dirt, mud, or debris from Common Roads and driveways or other portions of the Village which result from the construction activity.

**4.13 Vehicles and Parking Areas:** Construction crews will not park on, or otherwise use, undeveloped portions of Lots or open space. All vehicles shall be parked within the Building Envelope or, during the construction day, on the paved road in the right of way adjoining the Lot if additional parking space is required and if this can be done without interfering with traffic flows, unduly disturbing Owners of adjacent Lots or damaging the common roads, terrain or vegetation. Changing oil or other vehicle maintenance is prohibited within the Village. The approved access drive will be the only construction access to any Lot; the use of, or transit over, any other Lot or Common Element is prohibited. Only rubber tired vehicles will be permitted to be operated on the Common Roads; tracked vehicles are prohibited on the Common Roads and other Common Elements. Any damage to the Common Roads or other Common Elements resulting from the construction activity, including spilled fuel or oil, will be the responsibility of the Owner and it shall be the obligation of an Owner to report any such damage to the Association immediately upon occurrence and repair such damage to its previous condition to the satisfaction of the Association.

## ARTICLE V - OTHER PROVISIONS

**5.01 Nonwaiver:** The approval or disapproval by the Architectural Committee of any Plans for any work done or proposed, or in connection with any other matter requiring the approval and consent of the committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

**5.02 Variances:** The Architectural Committee may waive or vary any of the regulations or procedures set forth in these Design Guidelines, including but not limited to restrictions on height, size, floor area or placement of improvements, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require such variance. Such variances must be evidenced in writing, signed by a majority of the members of the Architectural Committee, and shall not be inconsistent with the overall intent of the Design Guidelines or the Declaration or contrary to any zoning or land use regulations of La Plata County.

If any such variance is granted, no violation of the provisions of these Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Design Guidelines for any purpose except as to the particular property and particular provision hereof covered by the variance and shall not necessarily serve as a basis for subsequent variances with respect to other Lots. The granting of any variance shall not affect in any way the Applicant's obligation to comply with all governmental laws and regulations affecting his use of the Lot.

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

**IN WITNESS WHEREOF,** the Board of Directors of Twilight Peaks Homeowners Association, Inc., has caused the Association's name to be subscribed hereto by its President on the date first set forth herein above.

Twilight Peaks Homeowners Association, Inc.

  
By: Robert W. Chamberlain, President