

# ARCHITECTURAL REVIEW COMMITTEE GUIDELINES

## 1 INTRODUCTION TO THE DESIGN GUIDELINES

The architecture of Elk Valley Estates is to be organic. Elk Valley Estates will incorporate an organic, indigenous architecture that will appear to have grown from the native materials of the site, all in concert with technology.

Continuity with the forest will be the primary goal of the Design Review process.

As the design begins for your home, retain this concept and the reminder to "don't fight the site" and Elk Valley Estates will, through cooperation and planning, achieve its goal of one of the finest living experiences in the State of Colorado.

## 2 DESIGN REVIEW

In general, the design review process is divided into five phases.

2.1 The first phase (Pre-Design Meeting/Site Visit) is an on-site meeting with the Reviewer, the Owner and/or the Owner's architect/designer before any plans are prepared. At this on-site meeting, the Reviewer will go over the Design Guidelines, the design review process, point out any unique characteristics of the Estate and provide the Owner or the Owner's architect/designer with a preliminary submittal checklist and a Teller County Bldg, Dept, checklist also.

2.2 The second phase (Preliminary Submittal) provides for the review and approval of preliminary architectural and engineered grading/site plans and other required information and materials by the Reviewer before the Owner finalizes the design. Under some circumstances, models may be required. (Section 9.6) The recorded Final Plat for Elk Valley Estates requires that Owners retain a licensed surveyor to set permanent monumentation of all corners of the Building Envelopes prior to submitting Preliminary Submittals to the Reviewer. (Section 4.0)

2.3 The third phase (Final Submittal) is to ensure that the final architectural and grading/site plans and construction drawings are consistent with the previously approved preliminary plans and the Design Guidelines. All deviations shall be noted and require approval.

2.4 The fourth phase (Construction Term) begins with a Pre-Construction Conference with the Owner and/or the Owner's builder and the Reviewer, and includes periodic monitoring of the building process by the Reviewer. A conceptual Landscape Plan must be prepared and submitted to the Reviewer for approval prior to completion of construction. (Section 7, landscape guidelines).

2.5 The fifth and final phase (Final Review) includes a review by the Reviewer to determine whether actual construction has been completed in substantial conformance with the approved plans.

The design review process was developed to provide checkpoints along the way so time is not wasted on plans and designs that do not adhere to the Design Guidelines or the overall principles of Elk Valley Estates.

### **3 OWNER'S RESPONSIBILITIES**

Each Owner is responsible for complying with the Design Guidelines, and all provisions of the Elk Valley Estates Declaration of Covenants, Conditions and Restrictions, and the rules and regulations of any applicable Governing Authority.

It is strongly recommended that Owners retain the services of competent professionals in the planning, design, construction, and landscaping of the Residence. This includes architects, designers, landscape architects, engineers, builders, and other contractors who understand the philosophy, intent, and requirements of the Design Guidelines, and have demonstrated their ability to produce an attractive, functional Residence that fits harmoniously into the Elk Valley Estates environment. A competent professional can conduct a thorough analysis of a particular Estate, understand the Owner's special needs and living patterns, and convey to the Reviewer, through drawings, the concept and design of a proposed Residence or other Improvement.

The Owner is responsible for the conduct of and payment of any unpaid fines imposed by the Association on any of the Owner's agents, representatives, and contractors, including the Owner's Builder and the Builder's subcontractors while they are in Elk Valley Estates during the time the Owner's Residence is under construction. If the Owner's Builder fails to meet any Design Guideline obligations and the Builder's bond is insufficient to remedy the Builder's default, the Owner shall be responsible for paying the balance and a lien will be recorded against the Estate until the balance is paid in full.

### **4 BUILDING ENVELOPES**

The Building Envelope defines the maximum allowable construction area of 2 acres. The Driveway Easement is not part of the Building Envelope.

Before any conceptual planning is done, the Owner and/or Owner's architect/designer must consult with the Reviewer to verify the location of Building Envelope corners. Any proposed modifications to the Building Envelope must be submitted to the Reviewer for approval. Minor adjustments to the Building Envelope line may be approved by the Reviewer if the Residence to be constructed within the revised Building Envelope does not have an adverse impact upon the natural features of the Estate or views from neighboring Estates. The square footage of the proposed Building Envelope must be equal to or less than the square footage of the original Building Envelope and must be contiguous with the exception of driveway easements and/or road crossings. Contiguous connections must be no less than 10' in width. Any Non contiguous BLDG envelopes would need prior written approval by the ARC Committee.

Within the 2 acre Building Envelope, Residences should be located where drainage, soil, and geological conditions will provide a safe foundation. The Residence must be designed and located so it does not completely fill the Building Envelope. Room must be allowed between the Residence and the Building Envelope line to provide working space for all construction activities.

Early consideration should be given to any future expansions or building needs, such as guesthouses, additional garages, etc. These Improvements shall occur within the Building Envelope. Any such future considerations must be shown on the Preliminary Submittal, as far as is practical. Significant changes to Building Envelopes require approval by the entire Architectural Review Committee (and possibly the county as well).

All areas outside of the Building Envelope that are disturbed during the construction process must be replanted with native plants and restored to the original condition by the Builder prior to the release of the Builder's bond.

### **5 SITE PLANNING**

Each Estate within Elk Valley Estates is unique in terms of design opportunities and constraints. In order to take full advantage of these unique attributes, each Residence will require site-specific design and construction solutions.

Undisturbed forest is the unifying theme at Elk Valley Estates. This theme can be maintained only if existing natural conditions are not significantly altered to accommodate a design of a Residence or other Improvement. To preserve the

natural features of each Estate, such as significant existing plant materials, washes, creeks, or rock outcroppings, each Residence must be designed and located to minimize disruption of the existing natural conditions.

Residences should be sited so that important views are protected, natural drainage is not altered, and the overall philosophy of harmoniously integrating the Residences into the natural forest is achieved. The site should be altered as little as possible from its original native condition, protecting large trees, boulder outcroppings, existing watershed, and drainage ways.

The Owner and the Owner's architect/designer should understand that in reviewing any proposed Residence, the Reviewer will consider the potential impact of the proposed Residence or Improvement on the views and privacy of neighboring Estates, and should therefore locate and design the proposed Residence accordingly.

Any proposed Residence or Improvement that, in the sole opinion of the Reviewer, overwhelms the Building Envelope or is inconsistent with the philosophy of Elk Valley Estates and will not be approved. The Reviewer will not approve any Residence if the floor levels do not closely conform to the existing natural slope and other unique characteristics of the Estate.

### 5.1 CULVERTS, GRADING AND SITE PLAN

It is required that Owners hire a licensed engineer to prepare a Grading/Site Plan which addresses all grading, hydrological and drainage issues.

The plan shall establish the existing natural grade in sufficient detail as may be required by the reviewer to fully evaluate the potential impact of the proposed Work on existing trees, and the extent of any proposed cuts and fills, retaining walls, or extended foundations. .

All site drainage and grading must be done with the goal of minimum disruption to the Estate and adjoining estates. Surface drainage shall not drain to adjoining Estates except as established by natural drainage patterns, nor cause a condition that could unnaturally lead to off-site soil erosion. Excessive cut and fill is discouraged.

Prior to completion of construction, all disturbed areas must be re-contoured and re-vegetated with approved plant materials in accordance with a Landscape Plan approved by the Reviewer. (Section 7)

Structures, roads, driveways and all other improvements should be designed with the objective of fitting to existing contours of the site as nearly as possible, with minimal Excavation and Fill.

Drainage culverts and/or drainage pans may be required as determined by the road committee on all Estates where the driveway intersects the streets. All culverts, drainage pipes and structures shall be concealed at owners expense.

The Grading/Site Plan shall ensure that when a driveway intersects a street, the existing road drainage system is maintained. Drainage caused by altering the natural flow of water across one Estate and onto other Estates or Common Areas is the responsibility of the Owner of the Estate that caused the unnatural drainage flow.

Natural drainage ways occur frequently throughout Elk Valley Estates and shall not be obstructed. Improvements should be sited to avoid these washes, although they can be sited at the edge of the wash. Livable areas, decks, and other improvements designed and constructed to bridge washes without obstructing 100-year storm flows are encouraged.

### 5.2 DRIVEWAYS

Driveways shall be a maximum of 20 feet wide at the property line, and a maximum of 16 feet wide on the Estate except as approved for parking, turn-around areas and any turning corner as to ensure easy passage by fire department or other long vehicles. One driveway entrance and/or loop driveways with two entrances will be permitted for each Estate unless physical site conditions dictate otherwise, where a third driveway entrance may be necessary to access another "build-able pad" within 2 acre envelope, as determined and approved by the Reviewer.

Driveways shall be constructed of an approved surface material. Embossed concrete with natural mat finishes, exposed aggregate, colored concrete, flagstone, appropriately colored interlocking concrete pavers and compacted loose granite and asphalt are all accepted driveway materials.

Drainage structures beneath driveways must be concealed by using approved plant material, rock, or stone. Freestanding walls, posts, signs, planters, gates, beams, arches or other similar features are not permitted without the review and approval of the Architectural Review Committee.

### 5.3 FENCING

The use of fencing is discouraged. Owners are strongly encouraged to use landscaping and berming to create privacy areas, rather than erecting a fence.

Fences will only be allowed for the containment of animals or small children, and must be within the Building Envelope lines. All fence locations, materials, and heights shall be reviewed by the Reviewer. Fences shall not exceed six feet in height, unless it is an approved semi-invisible "deer fence", which is 7 feet in height.

Fence materials shall be compatible with those used on the primary Residence and of similar color and materials. Suggested types of fences would be split rail or pole fencing. Galvanized chain link, barbwire (except for Elk Valley Estates perimeter fencing), wrought iron, plywood, chain and bollard, picket, exposed concrete block, brick, adobe, concrete or wood railway tie, or similar conventional fencing materials are not permitted.

### 5.4 FOUNDATION/RETAINING WALLS

All retaining walls are subject to approval by the Reviewer. All foundation walls or retaining walls above grade shall have a surface treatment on the area above finish grade, as approved by the Reviewer. Site or landscaping retaining walls shall not exceed 4 feet in height, except as approved by the Reviewer. Retaining walls as an extension of the Residence shall not exceed 10 feet in height.

Retaining walls may be constructed of boulders, stone clad walls or dry-stacked rock to create a natural appearance and level change. Retaining walls, which are not visible from neighboring Estates, streets, a Private amenity, or Common Areas, may be constructed of other materials with prior written approval of the Reviewer. It is strongly recommended that the Owner and/or Builder retain the services of a licensed engineer to design all retaining walls.

## 6 ARCHITECTURAL DESIGN

In all cases, the siting and design of the Residence shall conform to the existing topography and natural vegetation of the Estate.

Residences located on steeply sloping sites must be designed with split or multi floor levels to minimize fill and closely conform to the existing natural slope.

To avoid steeply sloping driveways, garages may need to be located above or below the main living level. A more horizontal design approach, using gentle terracing of the Residence, will be more appropriate on Estates with minor slopes.

### 6.1 BUILDING HEIGHT

The maximum height of any Residence shall not exceed 30 feet measured vertically from any point of the structure to existing natural grade, finished grade, and lowest finished floor level. Exceptions may be allowed by Reviewer when building on a sloped surface.

Chimneys may extend three feet above the finished ridgeline.

*Notwithstanding the maximum building heights set forth above, the Reviewer may disapprove a proposed Residence or other improvement if in the Reviewer's sole opinion, the Residence or Improvement appears excessively prominent because of its height when viewed from any street, a Private Amenity, Common Area or another Estate.*

## 6.2 MINIMUM RESIDENCE SIZE

No building shall be erected, altered, or permitted to remain on any Estate other than one detached single family dwelling of not less than 2,000 square feet of finished and heated area on the main floor, with at least a two-car garage. At an Owner's option, the Owner may have, in addition to the single family dwelling, one of each of the following structures: a guest cabin for intermittent occupancy, a private garage, a barn, a greenhouse, all of which are to be properly designed in order to conform to the overall design of the single family dwelling. The square footage and number of levels of the single family dwelling shall be computed exclusive of basements (even if finished or has outdoor access), guest cabins, garages, barns or other outbuildings. All such structures are to remain within the two (2) acre "building envelope."

## 6.3 BUILDING MASING

Designs should provide for changing wall planes and roof forms to give the Residence diversity and visual interest and to assist in conforming to existing natural slopes. Every attempt should be made to minimize the actual and visual height of the Residence.

## 6.4 PRESERVATION OF SIGNIFICANT VIEWS

Two kinds of views are important at Elk Valley Estates:

1. Views from any proposed Estate, and
2. Views of any proposed Residences and significant natural features beyond.

Both kinds of views shall be taken into consideration when designing and locating a proposed Residence on an Estate. The objective is to create as many opportunities for views as possible, within the constraints posed by each Estate and the objective of the Design Guidelines.

## 6.5 EXTERIOR LIGHTING

All exterior lighting shall be conservative in design, with a low intensity, concealed bulb that is shielded to direct the light upward or downward to minimize glare when viewed from neighboring Estates, Common Areas, or Primate Amenities. If directed upward, the light shall be blocked by a soffit or roof overhang, and not exposed to the night sky. The bottom of the bulb must be recessed at least 3 inches within the canister. All lighting fixtures must conform/meet all current Teller County exterior night ski lighting requirements. Link to County Code at time of update 2023 see section 5.5 (<https://www.co.teller.co.us/CDSD/Planning/LandUseRegs/CH%2005%20site%20dvpmnt%20ADOPTED07-22-2010.pdf>)

Carriage lights with clear glass panels are prohibited unless installed with a light shield or semi-opaque panels as approved by the Reviewer on a case-by-case basis.

Specification sheets showing the type, size and other characteristics of all exterior lighting fixtures must be included as part of the Preliminary Submittal documents.

Lampposts of any type and or floodlights are not permitted. "Mushroom"-type landscape lights that do not have a visible light source and direct the light downward are permitted. A limited number of lighting fixtures may be used to up-light trees and/or architectural features as approved by the Reviewer on a case-by-case basis.

Holiday season decorative objects and lighting are permitted within these dates:

- a. December holiday season. no sooner than thanksgiving weekend, no later than January 8th
- b. All other: no sooner than two weeks prior to the actual date, no later than five days after the actual date.
- c. Holiday decor must not cause a visual or audible nuisance to neighboring lots, or roads.

## 6.6 ROOFS

Roof pitches and overhangs will vary as dictated by architectural design. Main roof slopes shall be no less than a 2:12 pitch with a maximum pitch of 12:12. Flat roofs over small areas may be permitted if approved by the Reviewer on a case-by-case basis.

The predominate roof form shall be either shed, gable, and/or hip and shall be generally consistent throughout the Residence. Proposed Residences with a single, unbroken ridgeline will not be approved. Ridgelines must not exceed 50 feet in length before a change occurs in direction or elevation. Roofs shall not descend closer than 7 feet from grade. Overhangs are recommended to have a 18 inch minimum.

Mansard, dome, and other unconventional roof forms are not permitted.

Roof surfacing materials are an important visual element of the overall design. The following roof surfacing materials are permitted: flat concrete tile of an approved color, slate, metal, weathered copper, or pre-approved premium grade/heavy duty 40-year asphalt shingles, which should be of a "high profile/style". Metal roofs are permitted, provided they have a minimum thickness of 26 gauge, have a non-reflective finish, and of a color that is approved by the Reviewer. Wood shingles or wood shakes are not permitted for fire mitigation. However, Fire resistive simulated wood shingles and/or shakes are permitted.

It is important that all roof materials be of a color that blends naturally with its setting. All roofing materials and colors are subject to approval by the Reviewer.

## 6.7 MATERIALS – EXTERIOR SURFACES

Exterior surface materials should harmonize with the natural landscape. Timber, logs, horizontal or vertical wood siding (preferably individual boards), native and select cultured rock (appropriately colored), and stone shall be used. Wood siding in a "chevron", angled, or herringbone pattern is discouraged. Any artificial rock work shall match native natural rock. All rock and stone patterns are subject to approval by the Reviewer.

Properly colored and textured stucco may be permitted as an exterior accent and shall not exceed 85% of the total exterior wall in view of the main roads.

The following exterior facing materials are specifically prohibited: brick, slump block, standard concrete block, metal siding, vinyl, plastics, masonite, reflective surfaces, and other materials whose appearance, in the sole judgment of the Reviewer, does not conform with the design philosophy of Elk Valley Estates. NOTE; Simulated wood grain metal veneer siding may be permitted if approved by the ARC Committee Reviewer.

Glass when used, may not be mirrored. Glass block is permitted but is limited to a maximum of 8 square feet in any one application, not to exceed 20 square feet total on any Residence.

Unless otherwise approved by the Reviewer, the following shall be prohibited: ornamental columns, grills, lattice, extensive "shingled" wall surfaces, and "gingerbread" decoration. Shutters and window boxes are subject to Reviewer's approval.

The exterior of all garage doors shall match the siding material and color of adjacent areas. The intent is to have garage doors blend with the surrounding surface materials, with limited windows or decoration pattern. All glass "fire-station" garage doors are not permitted. However, all glass "fire-station" window walls/doors are permitted in limited locations as approved by the Reviewer.

## 6.8 EXTERIOR WALL COLORS

Exterior wall colors shall harmonize with the site and surrounding landscape at all times, with the maximum low light-reflective value as determined by the Reviewer. The Residence color shall be warm, earthy hues – the colors of the forest – whether in the natural patina or weathered color of the wall surface itself, or in the color of the paint, stain, or other coating. In general, darker colors shall prevail. Proposed colors for the structure/s must be submitted to the ARC for review. Sun-control window coverings and exterior trim accents around windows, doors, and other such areas on the Residence are subject to approval.

Interior window treatments, decorative or for the purpose of privacy or sun shielding, shall take into consideration the exterior view of the structure.

Contrasting color, when viewed from outside the structure, should be avoided. Reflective materials will not be allowed.

#### 6.9 BUILDING PROJECTIONS

Reviewer approval is required for all roof, solar applications. All dormers, clearstories, skylights, chimney caps, vents, flashing, gutters, and down spouts must match roofing colors or be of a color that complements the Residence and must be as inconspicuous as possible.

Exposed metal chimneys are not permitted. Spark arrestors should be architecturally shielded.

Building projections such as balconies, porches, decks, railings and exterior stairways shall be integrated into the overall design of the Residence and match or complement the color of the project. All building projections shall be contained within the Building Envelope.

#### 6.10 PARKING SPACES/RECREATIONAL VEHICLES

Each Residence shall contain parking space for at least two automobiles in an enclosed garage, either attached to or detached from the main structure of the Residence.

To accommodate guest parking, a minimum of two parking spaces must be provided within the Building Envelope. All recreational vehicles and campers must be stored in garages. All garage doors must remain closed when garages are not in use. Where possible, a turn-around area should be provided within the Building Envelope. Carports are permitted on a case by case basis for cars and trucks only excluding RVs and are subject to reviewer approval and must be compatible with the primary residence with regards to color and materials.

#### 6.11 ANTENNAE, SATELLITE DISHES AND FLAGPOLES

Satellite dishes and other such apparatus for reception of television signals may be erected on an Estate so long as they are screened from view as much as is reasonably possible from any street, Private Amenity, Common Area or other Estate. All satellite dishes must be of a color approved by the Reviewer. Exterior antennae, aerials and other such apparatus for the transmission or reception of radio or other signals are not permitted, with the exception that an exterior antenna may be used for Internet access. Minimally visible (long wire antennas) may be applied for on a case by case basis.

A flag or banner may be hung from either a freestanding flagpole or from a non-vertical, five-foot maximum length pole that is inserted into a bracket mounted on the Residence or appurtenant structure. Any flag or banner deemed offensive or inappropriate by the Declarant/Board shall not be displayed anywhere on an Estate.

Section 6.11 will be subject to, and may be superseded by, the State of Colorado Statutes and HOA Regulations.

#### 6.12 BASKETBALL BACKBOARDS, CHILDREN'S TOYS AND PLAY EQUIPMENT, AND OTHER RECREATIONAL EQUIPMENT

Permanent installation of basketball backboards, children's play equipment, sports courts and all other recreational equipment outside of a Residence is prohibited when visible from any street. However, all aforementioned equipment may be permitted on a case by case basis subject to reviewer's approval if equipment is concealed from view of adjoining neighbors and streets and is compatible with the primary residence. While in active use, children's toys and portable recreational equipment shall be located within the Building Envelope and shall not obstruct a neighboring Owner's views or a Private amenity or the Common Area. When not in active use, all such toys and portable recreational equipment must be stored within the Residence.

Tree houses are prohibited

#### 6.13 ADDRESS BOLLARDS

Each Estate shall have installed prior to completion of the Residence, an approved address bollard, with the Estate's address number affixed to it. The address bollard must be installed prior to receiving Final Review. The Teller County Emergency reflective green address indicators are recommended and approved by the ARC committee.

#### 6.14 SIGNS

No signs shall be placed anywhere on any Estate except those allowed by Colorado Law. Real Estate signs are not permitted at the main entry gates. Such signs are only permitted on the lots for sale. All other signage and flags shall meet the EVE adoption of Teller County Policy and Colorado State Policy for displaying of flags and signs in the community.

#### 6.15 SERVICE YARD

All above-ground garbage and trash containers, firewood storage, clotheslines, mechanical equipment, and other outdoor maintenance and service facilities shall be screened from streets, a Private Amenity, Common Areas, and other Estates.

All electrical transformers, cable TV junction boxes, telephone equipment, water connection boxes water cistern tanks and other related fixtures shall be screened from view and/or attractively landscaped with low stone walls, boulders, or native plantings. However, all equip, shall be directly accessible by utility companies.

Firewood storage may be covered with any material such as plastic or canvas. Tarp colors shall be limited to black, dark green, dark brown and camouflage (in the same aforementioned colors).

#### 6.16 GUESTHOUSES, GAZEBOS AND GARAGES

Any attached or detached guesthouse, gazebo, or garage must be reviewed and approved by the Reviewer prior to construction, and shall be of the same architectural style, color, and material as the Residence or of a style, color and material that is generally recognized as complementary to that of the Residence, and shall be visually related to the Residency by walls, courtyards, or landscape elements. Any guesthouse, gazebo or garage must be built entirely within the Building Envelope and comply with all local zoning regulations.

#### 6.17 DECKS, BALCONIES, PORCHES, PATIOS AND COURTYARDS

Decks, balconies, porches, patios and courtyards shall be designed as an integral part of the Residence to provide maximum enjoyment of exterior spaces and views from and to the Estate. Decks must be located so as not to obstruct or diminish the view from adjacent Estates. Deck construction shall not occur over easements and must comply with all local zoning requirements.

Deck vertical posts may be constructed of wood steel or concrete and painted or stained to harmonize with the color of the residence. Deck horizontal surfaces, and top and bottom railings, must be constructed from either wood or composite lumber and must harmonize with the color of the Residence. Other railing types, such as those with wood-framed shatterproof glass panels, or metal cables or metal vertical posts and crosspieces will be considered by the Reviewer on a case-by-case basis. Wrought Iron post and railings are not permitted.

Decks, balconies and porches shall be supported by rock, stone or wood columns enclosed and/or finished as approved by reviewer. Underneath a deck there shall be either native materials (boulders, vegetation, etc.) as ground cover, or some other architectural structure, such as another deck or a finished patio surface.

All deck columns, whether supporting or decorative, must be at least 12 inches by 12 inches in cross-section, as viewed from the street, and no smaller than 6 inches by 6 inches where not visible from the street. All posts must be constructed of materials approved by the Reviewer.



Lattice work or other architectural screens under elevated decks, balconies or porches must be approved by Reviewer prior to construction.

Proposed deck, railing, and column materials and colors must be included as part of the Final Design Review Submittal.

#### 6.18 SOLAR APPLICATIONS

All solar applications are subject to approval by the Reviewer on a case-by-case basis. Solar panels must be installed flat to the roof surface and finished with trim that blends with the color of the roof. Such solar panels shall not involve the removal of any existing trees outside of the 2 acre site building envelope, or cause excessive glare or reflection. Alternate energy systems shall be considered and reviewed on a case by case basis and subject to reviewers approval.

#### 6.19 FIREPLACES

All fireplaces and wood burning devices must be approved by the Environmental Protection Agency (EPA) in accordance with the Count of Teller's standards and the Divide Fire Department. All chimneys must have architecturally screened spark arrestors as approved by the Reviewer.

#### 6.20 ORNAMENTAL OBJECTS

Exterior ornamental objects that can be seen from street such as, but not limited to, metal, ceramic, or wood sculptures, statues and plastic animals will not be permitted outside of the Building Envelope. Such objects are permitted inside the Building Envelope only when they are less than 36 inches tall and located where they may not be viewed from any street, a Private Amenity, Common Area, and other Estates. Non complying ornamental objects and exterior lighting may be inspected by the ARC committee and subject to removal if found to be in violation of any of the ARC guidelines.

#### 6.21 STORAGE BUILDINGS

Storage buildings that are detached from the Residence are not permitted. Unless they have prior written approval from the ARC Committee. A detached garage, guesthouse, or gazebo is not considered to be a storage building.

#### 6.22 WINDOW AWNINGS, OVERHANGS, AND SHUTTERS

Installation of any window awnings, overhangs, and/or shutters is subject to Reviewer approval on a case-by-case basis. If approved, the color of such awning, overhangs, and/or shutters must complement or harmonize with the color of the Residence.

#### 6.23 BIRDBATHS, BIRDHOUSES, AND BIRD FEEDERS

Installation of any freestanding birdbath, birdhouse, or bird feeder that is more than 36 inches above the ground is subject to Reviewer approval. All birdbaths, birdhouses and bird feeders must be installed within the Building Envelope.

#### 6.24 DOG RUNS

All dog runs must be located entirely within the Building Envelope as approved by the Reviewer on a case-by-case basis. Dog runs must be screened from view from all adjacent properties with landscaping or natural vegetation. Dog runs are to be constructed of wooden posts and rails stained the same color as the Residence, with posts set in concrete, no more than 5 feet high, at least 4" by 4" in cross-section, and no more than 6 feet apart. Top rails should be at least 2" thick. Other horizontal rails must be at least 2" by 4", and be spaced no more than 18 inches apart. Wire mesh, if vinyl coated in a brown or green color, may be installed on the interior of the rails, provided the mesh is buried at least 6 inches below ground. If properly supported with rails, vinyl coated wire mesh may also be

installed as a cover for the dog run. Exterior painting around the dog run must be coordinated with the overall Landscape Plan, be properly irrigated and maintained.

Chain link and galvanized fence animal kennels are prohibited. All dog runs and regulations must comply with current Teller County dog ordinances.

#### 6.25 GREENHOUSES

Construction of any greenhouse is subject to Reviewer approval on a case-by-case basis. It must be located within the owner's 2 acre building zone, as defined by Teller County. If the greenhouse style of architecture does not resemble, by its very nature, the style of the main residence, then it must be located either behind one of the owner's permanent structures, as viewed from the road, or be concealed by sufficient foliage so as to conceal its appearance from the road. Greenhouses may be detached from the main residence and should be constructed with materials that promote quality, durability and maintenance free longevity. No offensive orders are allowed to escape from any greenhouse. The use of pre-fabricated greenhouse kits is discouraged and will be evaluated on a case by case basis for product durability and exterior appearance to compliment the main residence.

#### 6.26 SCREEN DOORS

Installation of a screen door to a Residence or garage does not require Reviewer approval, provided the door material and color complements or harmonizes with the color of the Residence.

#### 6.27 SECURITY TREATMENT

Steel or wrought iron bars or similar security treatments shall not be installed on the exterior or interior of any windows or doors of any Residence.

#### 6.28 (*RESERVED*)

#### 6.29 PROPANE TANKS

Propane tanks must be hidden from public view from all roads and other Estates at all times and must be shielded so as not to be unsightly, one side must remain open / unobstructed for fire department access. as determined by ARC. Vaults and/or direct burial tanks are permitted subject to code compliance.

### **7 LANDSCAPING GUIDELINES**

#### 7.1 REQUIREMENTS

Each Owner shall be responsible for maintaining all plants, landscape elements and drainage improvements. If an owner fails to perform his or her maintenance responsibility, the Association may perform such maintenance and assess all incurred costs against the Estate and the Owner in accordance with the Declarations.

#### 7.2 PROCEDURES

A conceptual Landscaping Plan shall be submitted for approval by the Reviewer prior to completion of construction. Landscaping Plan may include the removal of all vegetation within 30 feet of the exterior of the proposed building for the purpose of fire mitigation and/or prevention.

The approved Landscaping Plan shall be implemented as soon as physically practical and shall be completed within one year after completion of construction, except that an extension of time may be granted by the Reviewer due to weather conditions.

## 8 CONSTRUCTION GUIDELINES

In order to assure that the natural forest surroundings are not unduly damaged during construction, the following construction regulations ("Regulations") shall apply to any and all Work performed on an Estate. All Builders and Owners shall be bound by the Teller County Building Codes, the Uniform Building Code, as well as all applicable Occupational Safety and Health Act regulations and guidelines (OSHA) and any other Governing Authority. Any violation of these regulations by a Builder shall be deemed to be a violation by the Owner of the Estate.

### 8.1 BUILDER'S AND OWNER'S COMPLIANCE FEE

#### a. Payment of Compliance Fee

Owner agrees to pay the compliance fee stated below (the "Compliance Fee"), together with any other sums reasonably required by the Operative Documents. The Compliance Fee shall be paid before the start of any tree cutting or excavation. The Compliance Fee shall be \$1,000.00 or \$1.00 per square foot of construction as depicted on building plans approved by the ARC, whichever is greater, but not to exceed a maximum fee of \$4,000.00. The square foot calculation will include all levels of the structure. Payment of the Compliance Fee by anyone other than Owner, for example the contractor, and signature of this Agreement by that person shall be presumed to have been made with the agency, authority and knowledge of Owner. The Compliance Fee will be held by the EVEHOA for the benefit of the Owner.

#### b. Retention of Compliance Fee

The Compliance Fee will usually be retained by the EVEHOA according to the following schedule:

100%	For abandonment of project
20%	Failure to complete construction within 18 months with (1) 6 month extension from the beginning of excavation, barring acts of God
20%	Repeated violation of any Rule after two warnings
20%	Repeated violation of any Rule after one warning
50%	Concrete dumping on EVE property outside of the two-acre construction site / building envelope if not removed and cleaned up within 48 hours.
20%	Major changes to the exterior of the house that alters the original appearance of the residence that are not approved in advance by the ACC.

The EVEHOA and ARC will determine the amount of the Compliance Fee refund the Owner will receive. The EVEHOA / ARC decision is final. The EVEHOA reserves the right to change the above retention schedule in its discretion and may increase retention percentages for willful or injurious non-compliance or other violations. Owner agrees that the entire Compliance Fee may be retained by the EVEHOA in its general funds as liquidated damages because actual damages will be difficult or impossible to calculate and because of the expenses and costs likely to be incurred by the EVEHOA. The Compliance Fee may also be used in whole or in part to pay for any services provided by the EVEHOA or for remedial services, including, but not limited to, trash removal, sanitary services, fencing, filling of unguarded excavations, restoring construction damages to the common areas, protecting uncompleted structures, and similar services. In addition to retention of the Compliance Fee, the EVEHOA may exercise any or all of its legal and equitable rights set forth in "Enforcement Rights" or otherwise. The cost of any or all violation fees shall be paid 100% by the property owner even if it exceeds the \$4,000.00 compliance fee.

#### c. Inspection

The Compliance Fee shall only be returned after the ARC committee signs off at final inspection. In his final report, the EVEHOA or ARC member shall state that he has made a final inspection of the construction, that all details of the finished construction appear to conform to the approved plans and specifications, or to any approved change request. If

the EVEHOA or ARC member requires corrective action, which Owner fails or refuses to undertake, the entire Compliance Fee will be retained by the EVEHOA which may exercise its other rights also.

Owner shall be solely responsible for the compliance of the construction with the Operative Documents, even if Owner delegates or relies upon such contractors or professionals in the construction. For example, Owner is responsible for obtaining an accurate survey and staking of foundations and improvements. The review and approval of any aspect of the construction by the EVEHOA or ARC member does not ensure quality of construction, compliance with law, or performance by any contractor, and Owner shall look solely to those contractors or parties performing such construction, and shall be responsible for the acts and omissions of such contractors and persons.

d. Procedure for Return

If no application for return of the Compliance Fee is made within 90 days after the notice has been mailed, by certified mail, return receipt requested, the entire Compliance Fee shall be retained by the EVEHOA.

e. Enforcement Rights

The payment of the Compliance Fee to EVEHOA shall not prevent or impair the EVEHOA or the ARC from taking any legal or equitable action against Owner or other persons, including without limitation, obtaining an injunction or temporary restraining order without the deposit of a bond, to enforce the Operative Documents and decisions of the EVEHOA and ARC. In the event that this Agreement or any obligation under the Operative Documents or the decisions of the EVEHOA must be enforced by the EVEHOA through legal proceedings or advice, the EVEHOA shall be entitled to recover all of its costs and expenses of such enforcement including, without limitation, reasonable attorney's fees. Similarly, the Compliance Fee may be applied, in whole or in part, towards any costs and expenses of enforcement. No approval and no act or omission by the EVEHOA, the ARC, or their representative shall waive any provision of the Operative Documents or constitute any estoppel or bar to enforcement of the Operative Documents.

f. Release of Claims

OWNER UNDERSTANDS AND AGREES THAT THE EVE HOA IS A NON-PROFIT CORPORATION REPRESENTING ITS MEMBERS AND THAT THE ARC AND THE EVEHOA'S BOARD AND AGENTS ARE VOLUNTEERS ACTING WITHOUT COMPENSATION AND PROTECTED BY STATUTORY IMMUNITIES. OWNER, FOR HIMSELF, HIS CONTRACTORS, HEIRS, AGENTS, SUCCESSORS AND ASSIGNS WAIVES, RELEASES AND INDEMNIFIES THE EVEHOA, THE ACC, THEIR MEMBERS, AND THEIR SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES AND DAMAGES RELATING TO THE APPROVALS, INSPECTIONS, STATEMENTS AND CONSTRUCTION DESCRIBED IN THIS AGREEMENT. THIS RELEASE SHALL BE IN ADDITION TO STATUTORY IMMUNITIES FOR SUCH PERSONS AND ENTITIES. OWNER ASSUMES ALL RISKS AND RESPONSIBILITIES RELATING TO SUCH CONSTRUCTION.

## 8.2 PRE-CONSTRUCTION CONFERENCE

After receiving Reviewer's approval of Final Submittals, and prior to commencing construction, the Builder shall meet with the Reviewer to review construction procedures and to coordinate construction activities. ARC committee can arrange for a zoom meeting if requested.

At this Pre-Construction Meeting, the Builder shall submit:

1. The required Compliance Fee
2. Signed copies of the Rules for Contractors and Construction Personnel
3. A copy of the Teller County Building Permit
4. A conceptual construction schedule
5. The name and local phone and cell phone numbers of a person that can be contacted 24-hours a day.
6. A copy of the final Teller County approved and stamped building plans / construction documents.

### 8.3 CONSTRUCTION TRAILERS, PORTABLE FIELD OFFICES, ETC.

Any Owner or Builder who desires to bring a construction trailer or field office to Elk Valley Estates shall submit a copy of the architect's site plan with proposed locations of the construction trailer or field office within the Building Envelope. Such temporary structures shall be removed upon completion of construction. No signage shall be allowed on any construction trailer or field office. The color and character of the construction trailer/field office shall be approved by the Reviewer.

### 8.4 DEBRIS AND TRASH REMOVAL

An approved trash receptacle must be on the Estate in the approved location at all times during the construction term. Builders shall clean up all trash and debris on the construction site at the end of each day and place it inside the receptacle. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight materials, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. Builders are required to retrieve promptly all trash and debris blown onto neighboring properties. Any and all clean up cost are ultimately the responsibility of the property owner.

Builders are prohibited from dumping, burying or burning anywhere within Elk Valley Estates. During the construction period, each construction site shall be kept neat and clean and shall be properly policed to prevent it from becoming an eyesore or affecting other Estates or any Common Area, or Private Amenity.

Failure to comply with this section will result in a fine being levied against the Builder and/or the violation being remedied by the Association at the Builder's expense. The fine and/or the cost to remedy any violation will be charged against any remaining Compliance Fee. The obligation of the Builder to keep the construction site reasonably clean throughout the construction process and to pay any fines and /or costs incurred by the Association to insure compliance, however, shall not be limited to the amount of such cash deposit. Any additional expense incurred over and above the amount of the cash deposit may be recorded as a lien upon the Estate.

### 8.5 SANITARY FACILITIES

Each Builder and/or property owner shall be responsible for providing adequate sanitary facilities for Builder's construction workers. Portable toilets shall be located only within the Building Envelope or in an area approved by the Reviewer. All portable toilets must be painted with a color approved by the Reviewer of a neutral or forest-color (beige, gray, dark green, brown, etc.) Each builder and/or property owner shall provide a designated smoking area with cigarette trash receptacles.

### 8.6 VEHICLES AND PARKING AREAS

Construction crews shall not park on, or otherwise use other Estates or any open space. Private and construction vehicles and machinery shall be parked only within the Building Envelope or in areas designated by the Reviewer. All vehicles shall be parked on one side of the street only, so as not to inhibit traffic.

Each Builder shall be responsible for assuring that the subcontractors and suppliers obey the speed limits posted within the development. Fines will be imposed against the Builder and/or its cash deposit. Adhering to the speed limit shall be a condition included in the contract.

### 8.7 BLASTING

If any blasting is to occur the Board or ARC must be informed far enough in advance to make sure the Owner has obtained the advice of expert consultants that blasting may be accomplished safely, and to provide sufficient time to notify nearby residents. Applicable governmental regulations concerning blasting must be observed.

## 8.8 STORAGE OF MATERIALS

All building materials must be stored within the driveway easement and/or Building Envelope. With prior written approval from the Reviewer, building materials may be stored outside of the Building Envelope. The Builder shall re-vegetate this temporary storage area prior to the completion of the Residence. With prior approval from the Reviewer, building materials may be temporarily stored on the road, provided such material is removed within 24 hours. The Builder shall be responsible for the cost of repairing any road that is damaged during the construction process.

Excavated and other bulk material shall not be deposited or stored on the roadway. Excess excavation materials must be hauled away from Elk Valley Estates and properly land filled. Failure to do so shall result in a fine and/or a charge against the Builder's cash deposit.

## 8.9 SITE PREPARATION

Before any work is done on an Estate, three 10-pound ABC fire extinguishers must be provided on the construction site. These fire extinguishers must be fully charged and remain on the Estate at all times during the construction term. The construction site will be immediately shut down if any of these fire extinguishers are missing or are not fully charged. When water well is available a min. 100 ft hose shall be attached at all times for Fire Mitigation.

## 8.10 MISCELLANEOUS AND GENERAL PRACTICES

Any damage of property outside the Building Envelope, including but not limited to roads, utilities, vegetation and/or other improvements, resulting from any construction operation, must be repaired and/or restored by the Builder prior to completion of construction of the Residence. In the event Builder fails to restore or repair the damaged area, the Reviewer may repair the area and impose the expense as a charge against the Builder's cash deposit bond. Any additional expense incurred over and above the amount of the cash deposit may be recorded as a lien upon the Estate.

The following practices are prohibited:

- \* Changing oil on any vehicle or equipment on the Estate or at any other location.
- \* Allowing concrete suppliers, plasterers, painters, or any other subcontractors to clean their equipment anywhere but the approved location specifically designated for that purpose by the Reviewer. Such cleaning outside the designated area is strictly prohibited. Violation of this provision will result in Construction Violation Notice(s) issued to the Builder/Owner, and result in a fine to the Builder/Owner if the violation is not cleaned up within the time period specified in the Construction Violation Notice.
- \* Removing any rocks, plant material, topsoil, or similar items from any property of others within Elk Valley Estates, including other construction sites.
- \* Using disposal methods or equipment other than those approved by the Reviewer.
- \* Careless disposition of cigarettes and other flammable material.
- \* Smoking by construction workers outside the area designated for smoking. Such areas will be contained within the Building Envelope, and Builder shall provide ash cans.
- \* All construction employees must wear shirts at all times.
- \* Unleashed pets, or people not employed by the Builder may be brought into Elk Valley Estates. In the event of a violation, Reviewer, Declarant or the Association through appropriate authorities shall have the right to deny access into Elk Valley Estates to any individual who is not employed by the Builder, refuse to permit the Builder or subcontractor involved to continue on the project, or take such other action as permitted by law, the Design Guidelines or Declaration.
- \* Radios or other audio equipment must be kept to a low volume so as to not be heard from any Common Area or Private Amenity or another Estate.

## 8.11 DUST, MUD AND NOISE

Each Builder shall be responsible for controlling dust, mud and noise from the construction site.

## 8.12 DAILY OPERATION

Monday through Friday working hours are generally from dawn to dusk, and will change from season to season.

Saturday, Sunday and designated holidays, working hours will start 2 hours later and end 2 hours earlier than weekday hours.

## 9 REVIEW

### 9.1 REVIEW PERIOD

Each application for review and plan submittal shall be approved or disapproved within 15 calendar days or less of submission of all materials required by the Reviewer. One set of plans shall be returned to the Owner, accompanied by the Reviewer's comments and decision. The other set of plans shall be retained for the Reviewer's records. The Reviewer's decision shall be in one of the following forms:

1. "Approved" – The entire application as submitted is approved.
2. "Approved with the following comments" – The application is not approved as submitted, but the Reviewer's suggestions for curing objectionable features or segments are noted. The Owner must correct the plan's objectionable features or segments, and the Owner may be required to resubmit the application.
3. "Disapproved" – The entire application as submitted is rejected in total. The Reviewer may provide comments but is not required to.

No approval, whether expressly granted or deemed granted shall be inconsistent with the Design Guidelines unless a variance has been granted. ARC Committee is not held liable if they approve plans that are not in full compliance with any State, Federal and/or local codes.

### 9.2 IMPLEMENTATION OF APPROVED PLANS

All Work must conform to approved plans. If it is determined by the Reviewer that Work completed or in progress on any Estate is not in compliance with the Design Guidelines or any approval issued by the Reviewer, the Reviewer shall, directly or through the Declarant, notify the Owner and builder, if any, in writing of such noncompliance specifying in reasonable detail the particulars of noncompliance, and shall require the Owner and/or Builder to remedy the same. If the Owner and/or Builder fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be a violation of the Declaration and the Design Guidelines.

1. Time to Commence. If construction does not commence on a project for which such plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans and be required to pay another Construction Compliance Fee.
2. Time to Complete. The Reviewer shall include in any approval a maximum time period for the completion of any new construction or modification.

If no maximum time period is specified in the approval, construction shall be substantially completed within 18 months (per language in sect. 8.1b) of its commencement along with Teller County certificate of occupancy except when, and for so long as, such completion is delayed due to causes beyond the reasonable control of the Owner or the Owner has requested an extension of such maximum time period not less than three days prior to the expiration of the maximum time period, which the Reviewer may approve or disapprove in its sole discretion.

If construction is not completed on a Residence within the period set forth in the approval, within the 18 months (per language in sect. 8.1b) default period, if applicable, or within any extension approved by the Reviewer, the approval shall be deemed withdrawn, and the incomplete construction shall be deemed to be in violation of the Declaration and the Design Guidelines. In the event of such violation, or if construction has been abandoned for a period of 6 months, the Reviewer may notify the Association of such failure and the Association, at its option, shall either complete the exterior of the Residence in accordance with the

approved drawings, or remove the Improvement and return the Estate to its natural state prior to the beginning of any Work. The Owner shall reimburse the Association for all expenses incurred in connection therewith.

### 9.3 REVIEW OF MODIFICATION

The review of any modifications, including but not limited to changing of exterior colors, materials, additions, and landscaping alterations, of an existing Residence shall require the submission of an Application for Review of Modifications to Existing Residence to the Reviewer along with the required Construction Compliance Fee. Depending on the scope of the modification, the Reviewer may require the submission of all or some of the plans and specifications required per the Design Guidelines. In the alternative, the Reviewer may require a less detailed description of the proposed modification. The review and approval of modifications shall take place within the same time periods as required for new construction.

### 9.4 VARIANCES

Variations may be granted in some circumstances (including, but not limited to, topography, natural obstructions, hardship, or environmental considerations) when deviations may be required. The Reviewer shall have the power to grant a variance from strict compliance in such circumstances, so long as the variance does not result in a material violation of the Declaration or the Design Guidelines. No variance shall be effective unless in writing.

### 9.5 APPEAL

Any Owner shall have the right to appeal a decision of the Reviewer by resubmitting information, documents and fees set forth above to the Reviewer; however, such appeal shall be considered only if the Owner has modified the proposed construction or modification or has new information which would, in the Reviewer's opinion, warrant a reconsideration. If the Owner fails to appeal a decision of the Reviewer, the Reviewer's decision is final. In the case of a disapproval and resubmittal, the Reviewer shall have 10 calendar days from the date of each resubmittal to approve or disapprove any resubmittal. If the Reviewer fails to deliver a decision or a reasonable request for additional information within that 10-day period, the resubmittal is considered approved by default.

### 9.6 CONSTRUCTION MODEL

Provision is made for the development of this section.

## 10 LEGAL PROVISIONS

### 10.1 ENFORCEMENT

In the event of any violation of the Design Guidelines, the Declarant or the Board may take any action set forth in the By-Laws or the Declaration, including the levy of a specific assessment pursuant to Article VI, Section 6 of the Declaration. The Declarant or the Board may revoke or remedy the violation and/or seek injunctive relief requiring the removal or the remedial action of the violation. In addition, the Declarant or the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the Estate upon which such violation exists. Reference should be made to: "Procedure for Covenant and Rule Enforcement" and "Policy and Procedures for Collection of Unpaid Assessments."



## 10.2 NON-LIABILITY FOR APPROVAL OF PLANS

The Declaration contains a disclaimer of liability or responsibility for the approval of plans and specifications contained in any request by an Owner. Prior to submitting plans or information for review, Owners should read and understand this disclaimer.

## 10.3 RIGHT OF WAIVER

The Reviewer reserves the right to waive or vary any of the Design Guidelines procedures or standards set forth at its discretion, for good cause shown.

However, any approval by the Reviewer of any drawings or specifications or Work done or proposed, or in connection with any other matter requiring such approval under the Design Guidelines or the Declaration, including a waiver by the Reviewer, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification or matter whenever subsequently or additionally submitted for approval.

Furthermore, should the Reviewer overlook or not be aware of any item of non-compliance at anytime during the review process, construction process, or during its Final Review, the Reviewer in no way relieves the Owner from compliance with the Design Guidelines and all other applicable codes, ordinances and laws.

## 10.4 SEVARABILITY

If any provision of the Design Guidelines shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Design Guidelines to the extent that they can be reasonably understood without the invalid provisions(s).

The Design Guidelines have been approved and adopted as provided by the Amended Declaration in September 2019, and shall remain in full force and effect until revised as provided in the Declaration or the Design Guidelines.

## 11 DEFINITIONS

Unless the context otherwise specifies or requires, the following words or phrases when used in the Design Guidelines shall have the following specific meanings. Terms used herein that are defined in the Declaration shall have the meanings specified therein.

ASSOCIATION – "Association" means the Elk Valley Estates Home Owners' Association. BOARD – "Board" means the Elk Valley Estates Home Owners' Association Board of Directors.

BUILDER – "Builder" means a person or entity engaged by an Owner for the purpose constructing any Work within Elk Valley Estates. The Builder and Owner may be the same person or entity.

BUILDING ENVELOPE – "Building Envelope" means that portion of an Estate which encompasses the maximum allowable developable area per the Declaration and the Department of Wildlife Easement.

CONSULTANT – "Consultant" means any professional such as a Colorado licensed architect, contractor, builder, or civil engineer that serves in a capacity of advising the Reviewer on the technical aspect of each submittal.

DECLARANT – "Declarant" means any successor, successor in title, or assign who takes any portion of the property known as Elk Valley Estates for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

DECLARATION – "Declaration" means the Declaration of Covenants, Conditions, and Restrictions for Elk Valley Estates, as the same may be amended from time to time.

DESIGN GUIDELINES – "Design Guidelines" means the restrictions, review procedures, and construction regulations adopted and enforced by the Declarant as set forth herein and as amended from time to time.

EXCAVATION – "Excavation" means any disturbance of the surface of the land (except to the extent reasonably necessary for planting of approved vegetation), including any trenching which results in the removal of earth, rock or other substance from a depth of more than 12 inches below the natural surface of the land or any grading of the surface.

FILL – "Fill" means any addition of earth, rock, or other materials to the surface of the land, which increased the natural elevation of such surface.

GOVERNING AUTHORITY – "Governing Authority" means Teller County and/or other applicable authorities.

NATIVE PLANTS – "Native Plants" means all the indigenous species of plants native to the Rocky Mountain National Forest whether ground cover, shrub, or tree or from time to time referenced in the Design Guidelines.

NATURAL AREA – "Natural Area" means that portion of the natural forest lying within an Estate but outside of the Building Envelope that must remain undisturbed.

OWNER – "Owner" means the owner of an Estate or existing residence. For the purposes herein, the Owner may act through such Owner's agent, provided that such agent is authorized in writing to act in such capacity.

PROPERTIES – "Properties" means all the real properties located in Elk Valley Estates together with additional property as is subject to the Declaration in accordance with the Declaration.

RESIDENCE – "Residence" means the building or buildings, including any garage, used for residential purposes constructed on an Estate, and any improvements constructed in connection therewith.

REVIEWER – "Reviewer" means the Declarant or the Architectural Review Committee established pursuant to the Declaration or any association person designated by the Architectural Review Committee.

STRUCTURE – "Structure" means anything constructed or erected on an Estate, the use of which requires location on the ground or attachment to something having location on the ground.

VISIBLE FROM NEIGHBORING PROPERTY – "Visible from neighboring property" means that an object or activity on an Estate which is or would be in any line of sight originating from any point six feet above any other property, including other Estates, a Private Amenity, and Common Areas assuming that such other property has an elevation equal to the highest elevation of the ground surface of that portion of the Estate upon which such object or activity is located.

WORK – "Work" means any placement or installation of a structure or any improvements, including staking, clearing, Excavation, grading or other site work, exterior alteration or removal of landscaping materials.